Agenda
Revised August 8, 2022

August 9, 2022
School Board of Manatee County
Regular Board Meeting - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. INVOCATION | Pastor John Treworgy

3. PLEDGE OF ALLEGIANCE

4. INFORMATION ONLY (No Board Action Required)

1. Leaves for August 9, 2022

5. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the July 21, 2022 Special Board Meeting and the July 26, 2022 Regular Board Meeting and Public Hearing

7. CONSENT ITEMS

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

1. Approval to Renew the Contract Between Community Haven for Adults and Children With Disabilities, Inc. d/b/a Selby Preschool and the School District of Manatee County, Florida for the 2022-2023 School Year
2. Approval to Renew the Allocation of the 2022-2023 Multiagency Network for Students with Emotional or Behavioral Disabilities (SEDNET) Grant Fund, in the Amount of $114,130.00
3. Approval of the Contract for Mental and Behavior Health Services Between The Florida Center for Early Childhood, Inc. and The School District of Manatee County, Florida for the 2022-2023 School Year, Not to Exceed $550,000.00
4. Approval to Renew the Memorandum of Understanding Between the School Board of Manatee County, Florida, and MAXVAX, LLC, d/b/a Health Hero for the 2022 - 2023

School Year

5. Approval to Renew the Contract Between Easter Seals Southwest Florida, Inc. and the School District of Manatee County, Florida for the 2022-2023 School Year
6. Approval to Renew the Contract Between Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development and the School District of Manatee County, Florida for the 2022-2023 School Year
7. Approval to Renew the Contract Between Pinnacle Academy, Inc. and the School District of Manatee County, Florida for the 2022-2023 School Year
8. Approval of the School District of Manatee County Mental Health Assistance Allocation Plan for the 2022-2023 School Year, in the Amount of $2,604,859.88
9. Approval of the Renewal Agreement Between the School Board of Manatee County and Young Men's Christian Association of Southwest Florida Inc., (YMCA) to Provide Before-School and/or After-School Programs for Middle School Students During the 2022-2023 School Year, No Financial Impact
10. Approval to Purchase SuccessMaker Licenses and Services, SDMC No. 23-0064-BS, Estimated in the Amount of $210,000.00
11. Approval of the Renewal Memorandum of Understanding (MOU) Between United Way Suncoast, Inc. and the School District of Manatee County for Eight Bilingual/Biliterate Paraprofessionals for the 2022-2023 School Year, No Financial Impact
12. Approval of the Renewal Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County for the 2022-2023 School Year, No Financial Impact
13. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers - attachment updated August 5, 2022
14. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
15. Approval to Purchase Gale in Context Products, Licenses and Services, SDMC No. 23-0065-BS, Estimated in the Amount of $110,000.00
16. Approval to Purchase Local Advertising and Publications, SDMC No. 23-0066-RG, Estimated in the Amount of $210,000.00
17. Approval to Renew School Funds Online Subscription, SDMC 20-0035-RG, Estimated in the Amount of $75,000.00
18. Approval of Proposal on Smallwares - Food Service, SDMC No. 23-0029-BS, Estimated in the Amount of $1,500,000.00
19. Approval of the School District of Manatee County English Language Learners (ELL) plan for the 2022-2025 School Years
20. Approval of Revision 1 of the Contract to Purchase School Resource Officer (SRO) Services through The Manatee County Sheriff's Office for the 2022-2023 School Year, SDMC No. 23-0049-BS, Continued Procurement for Services, Estimated in the Amount of $1,236,975.27
21. Approval of Revision 1 for the Request for Proposal on Closed Circuit Television (CCTV) Security Systems Installation, Repairs, Parts, and Accessories, SDMC No. 21-0062-MR, Continued Procurement for Products and Services, Estimated in the amount of $3,000,000.00 Annually

22. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00

23. Approval of Freedom Elementary School - Classroom Addition - Phase III Plans - Construction Documents - No Financial Impact

24. Approval of Freedom Elementary School - Classroom Addition - Agreement Between Owner and McIntyre Elwell & Strammer General Contractors - Amendment 1 - Guaranteed Maximum Price, in the Amount of $3,894,408.00

25. Approval of Lakewood Ranch High School - Classroom Addition - Phase III Plans - Construction Documents - No Financial Impact

26. Approval of Lakewood Ranch High School - Classroom Addition - Agreement Between Owner and Ajax Building Company, LLC. - Amendment 2 - Guaranteed Maximum Price in the Amount of $15,026,077.00

27. Approval to Purchase Mental Health Services through Centerstone, SDMC No. 23-0067-BS, Continued Procurement for Services, Estimated in the Amount of $797,920.00 - Item moved August 8, 2022

8. PUBLIC COMMENTS AND RESPONSES (UP TO 60 MINUTES)

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

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

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

9. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

10. NEW BUSINESS (NON-CONSENT ITEMS/SUPERINTENDENT RECOMMENDATION)

1. Approval of Marjorie G. Kinnan Elementary School - Interlocal Agreement for Joint Use of Facilities, No Financial Impact - Item moved August 5, 2022

2. Approval of Educational Plant Supplemental Survey 6.2, Disposal of 202 13th Avenue East, Bradenton, No Financial Impact - Item added August 5, 2022

3. Approval of Resolution 2022-03 for 202 13th Avenue East, Bradenton - Surplus and Disposal of Real Property, No Financial Impact - Item added August 5, 2022

4. Board Consideration to Review and Consider Approval of the Proposals from Charter School Holdings, LLC, and/or the Police Athletic League of Manatee - Item added August 5, 2022

11. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of Travel Expense Associated with the School Board Members' Attendance at the Manatee Chamber of Commerce Planning Retreat & Leadership Conference, September 15-17, 2022, at the Hyatt Regency, Bonita Springs, FL, Not to Exceed $3,800.00

2. Approval of Board Representation for the Children's Services Advisory Board (CSAB)

3. Approval of Board Representation for the Environmental Lands Management and Acquisition Committee (ELMAC)

12. WORKSHOP ITEM REQUESTS

13. CONTINUED PUBLIC COMMENT (IF NECESSARY)

14. UPDATES
A. Legal Department Update
B. Instructional Update
C. Operations Update
D. Safety & Security Update

15. SUPERINTENDENT REMARKS

16. BOARD COMMENTS

17. ADJOURNMENT

AGENDA ITEM NO. 4.1

School Board of Manatee County
August 9, 2022 - Regular Board Meeting

Title
Leaves for August 9, 2022

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

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
LOA August 9, 2022

Board Leaves 8/9/2022

Employee ID	Name	Type of Leave	Department	Absence Period
238440	OS	FMLA	McNeal Elementary School	2022-08-02 To 2022-11-27
240764	RT	FMLA	Manatee High School	2022-08-02 To 2022-12-22

Rev. 7/20/22

AGENDA ITEM NO. 5.1

School Board of Manatee County
August 9, 2022 - 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 Monday, August 8, 2022, to **move** New Business item, *Approval to Purchase Mental Health Services through Centerstone, SDMC No. 23-0067-BS, Continued Procurement for Services, Estimated in the Amount of $797,920.00*, to the Consent Agenda.

Agenda amended on Friday, August 5, 2022, to **add** New Business item, *Approval of Resolution 2022-03 for 202 13th Avenue East, Bradenton - Surplus and Disposal of Real Property, No Financial Impact.*

Agenda amended on Friday, August 5, 2022, to **add** New Business item, *Approval of Educational Plant Supplemental Survey 6.2, Disposal of 202 13th Avenue East, Bradenton, No Financial Impact.*

Agenda amended on Friday, August 5, 2022, to **add** New Business item, *Board Consideration to Review and Consider Approval of the Proposals from Charter School Holdings, LLC, and/or the Police Athletic League of Manatee.*

Agenda amended on Friday, August 5, 2022, to **update** attachment of Consent Agenda item, *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers*.

Agenda amended on Friday, August 5, 2022, to **move** Consent Agenda item, *Approval of Marjorie G. Kinnan Elementary School - Interlocal Agreement for Joint Use of Facilities, No Financial Impact*, to New Business.

Agenda amended on Friday, August 5, 2022, to **update** attachment to Consent Agenda item, *Approval of Lakewood Ranch High School - Classroom Addition - Agreement Between Owner and Ajax Building Company, LLC. - Amendment 2 - Guaranteed Maximum Price in the Amount of $15,026,077.00*.

Agenda amended on Friday, August 5, 2022, to **move** Consent Agenda item, *Approval to Purchase Mental Health Services through Centerstone, SDMC No. 23-0067-BS, Continued Procurement for Services, Estimated in the Amount of $797,920.00*, to New Business.

Contact
Submitting Department: School Board
Initiated By: Chair Golden

AGENDA ITEM NO. 6.1

School Board of Manatee County
August 9, 2022 - Regular Board Meeting

Title
Approval of the Minutes of the July 21, 2022 Special Board Meeting and the July 26, 2022 Regular Board Meeting and Public Hearing

Executive Summary
Approval of the Minutes of the July 21, 2022 Special Board Meeting and the July 26, 2022 Regular Board Meeting and Public Hearing.

Contact
Submitting Department: School Board

Attachments:
July 21, 2022 Special Meeting Minutes
July 26, 2022 Regular Meeting and Public Hearing Minutes

Minutes

July 21, 2022

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

Times Indicated Are Approximate

Attendee Name	Status
Charlie Kennedy, Board Member Doug Wagner, Deputy Superintendent of Operations Gina Messenger, Vice-Chair James Golden, Chair Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, School Board Attorney Tim Bargeron, Deputy Superintendent of Business Services Chad Choate, Board Member	Present
Cynthia Saunders, Superintendent	Absent

1) CALL TO ORDER

Minutes: Chair Golden called the Meeting to order at 10:00 AM.

2) APPROVAL OF THE AGENDA

2.1 Agenda Amendments

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

Agenda amended on Wednesday, July 20, 2022, to **update** attachments to New Business item, *Approval to Advertise a Notice of Public Hearing to Adopt Tentative Millages and Tentative Budget for Fiscal Year 2022-2023*.

Chair Golden requested Mr. Bargeron share the reason for the agenda amendment on July 20, 2022. Mr. Tim Bargeron, Deputy Superintendent of Business Services, provided that no later than July 19, the Commissioner of the Department of Education (DOE) certifies the Required Local Effort (RLE) millage rate to each school district. Mr. Bargeron noted that the rate was announced on July 19, 2022, and further explained the specific timeline. He proposed for the next year that the Board consider authorizing the advertisements in advance of receiving the information from the State, noting the short timeframe. He suggested posting the available information in June or July and updating the information once the rate is received from the State.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charlie Kennedy

AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

3) NEW BUSINESS

3.1 Approval to Advertise a Notice of Public Hearing to Adopt Tentative Millages and Tentative Budget for Fiscal Year 2022-2023

Minutes: Board Member Foreman inquired about the increase in property values from last year and the increase in property tax.

Mr. Tim Bargeron, Deputy Superintendent of Business Services, spoke regarding information that was included with the July 26, 2022 Board Meeting Agenda.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

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

Minutes: Public Comment as follows:

1. Norman Nelson

Following Public Comment, Board Member Kennedy spoke regarding the need for replacements from the Board for his seats on the Environmental Lands Management and Acquisition Committee (ELMAC) and the Children's Services Advisory Board (CSAB). He provided a brief overview of each Committee, noting that the School Board typically determines the representative following the Annual Reorganization Meeting in November. He stated that the deadlines for applications were approaching and noted that the CSAB Retreat would be held in October. Board Member Kennedy indicated that the approval of the representatives could be included with an upcoming agenda in August.

The Board reached consensus to recommend that Vice-Chair Messenger submit an application to serve on the CSAB and Board Member Foreman submit an application to serve as the representative for the ELMAC.

5) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Golden adjourned the Meeting at 10:27 AM.

_____
Cynthia Saunders, Ex Officio Secretary
and Superintendent of Schools

_____
Rev. James T. Golden
Chairman

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 26, 2022

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

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1) CALL TO ORDER

Attendee Name	Status
Charlie Kennedy, Board Member Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Gina Messenger, Vice-Chair James Golden, Chair Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, School Board Attorney Tim Bargeron, Deputy Superintendent of Business Services Chad Choate, Board Member	Present

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

2) INVOCATION

Minutes: The invocation was given by Mr. Charlie Kennedy.

3) PLEDGE OF ALLEGIANCE

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

4) INFORMATION ONLY (No Board Action Required)

4.1 Leaves for July 26, 2022

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

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

5) RECOGNITIONS

5.1 MCR Health Gratitude Award

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, spoke regarding the history of MCR Health and community-based healthcare. He discussed the partnership

between MCR Health and the District to establish school-based health clinics and assist in the COVID-19 Pandemic response.

Superintendent Saunders expressed gratitude for the partnership and provided additional information about the expansion of healthcare. She presented Mr. Patrick Carnegie, MCR Health President and CEO, with a Gratitude Award.

Mr. Carnegie expressed appreciation for the partnership and introduced the following individuals of MCR Health: Mr. Scott Works, Ms. Linda Snyder, Ms. Keturah Hayes, Dr. Melvin Price, Ms. Jenita Taylor, Ms. Pam Heath, and Dr. Cecilia Ladines.

Chair Golden recognized Board Member Kennedy for his leadership and bringing MCR Health together with the School Board.

5.2 Bishop Parker Foundation

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Mr. Conrad Szymanski, Cabinet Chair of Manatee Elementary Community Partnership School Governance Board. Mr. Szymanski spoke regarding Community Partnership Schools and introduced Ms. Mary Glass, President of the Manatee Education Foundation. Ms. Glass spoke regarding the Bishop Parker Foundation and a grant that has been donated through the Manatee Education Foundation. She introduced Ms. Adell Erozer, Executive Director of the Bishop Parker Foundation, and Mr. Bob Blalock, Administrative Trustee for the Bishop Parker Foundation. Mr. Blalock thanked the School Board for recognizing the Bishop Parker Foundation.

Superintendent Saunders thanked the Bishop Parker Foundation, and all involved with the grant. Ms. Shelby Bench, Principal of Daughtrey Elementary School, expressed gratitude for the grant and provided details about the assistance for students.

Also in attendance was Ms. Fiona Candish.

6) APPROVAL OF THE AGENDA

6.1 Agenda Amendments

Minutes: Chair Golden announced that the removal of New Business item 5, *Approval of Extension 3 of the Use of the State of Florida Contract #43211500-WSCA-15-ACS, for Computer Equipment, Peripherals, and Services, SDMC No. 15-0074-SM, Continued Procurement for Products and Services, Estimated in the Amount of $2,500,000.00*, would also be included with the agenda amendments.

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

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

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

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

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

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

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

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

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

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Chad Choate
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

7) PUBLIC HEARING

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

Minutes: Chair Golden closed the Regular Meeting to open the Public Hearing regarding the proposed changes to the Student Progression Plan at 5:28 PM.

There were no requests for Public Comment.

Chair Golden closed the Public Hearing and reconvened the Regular Meeting at 5:31 PM.

7.2 Approval of the 2022-2023 Student Progression Plan for Elementary School, Middle School, High School, and K-12 Virtual Education

Minutes: Board Member Kennedy provided information regarding annual process of approving the Student Progression Plan.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Chad Choate
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

7.3 Public Hearing on the Proposed Changes to the Code of Student Conduct for the 2022-2023 School Year

Minutes: Chair Golden closed the Regular Meeting to open the Public Hearing regarding the Code of Student Conduct at 5:33 PM.

There were no requests for Public Comment.

Chair Golden closed the Public Hearing and reconvened the Regular Meeting at 5:34 PM.

7.4 Approval of Adopting Amendments to the Code of Student Conduct for the 2022-2023 School Year

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Chad Choate
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

7.5 Public Hearing 2022-2023 Tentative Millage and Tentative Budget

Minutes: Chair Golden closed the Regular Meeting to open the Public Hearing at 5:37 PM.

Public Comment as follows:

1. Norman Nelson

Chair Golden closed the Public Hearing and reconvened the Regular Meeting at 5:42 PM.

7.6 Approval of Adopting the 2022-2023 Tentative Millage Rate of 6.5220

Minutes: At the request of Chair Golden, Mr. Tim Bargeron, Deputy Superintendent of Business Services, provided information regarding the tentative millage and tentative budget. Utilizing the attached presentation, he discussed the following and shared details of the process:

- Statutory Requirements/Timelines
- Roll-Back Rate
- Proposed Tentative Millage
- Proposed Tentative Budget
- Adoption of Tentative Millage Rate
- Adoption of Tentative Budget

Chair Golden discussed the lack of flexibility with the millage. Mr. Bargeron discussed various stipulations for the funds.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Mary Foreman
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

7.7 Approval of Adopting the 2022-2023 Tentative Budget, in the Amount of $1,138,000,908

Minutes: Vice-Chair Messenger highlighted that the Board held Workshops on the topic and noted the process.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

8) APPROVAL OF MINUTES

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

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

9) REPORTS AND PRESENTATIONS

9.1 Using the Referendum to Expand Opportunities for Students Through the Arts

Minutes: Dr. Laurie Breslin, Executive Director of Curriculum and Professional Learning, introduced Mr. Jeramiah Bowman, Visual & Performing Arts Curriculum Specialist, and expressed gratitude to the community for support.

Mr. Bowman utilized the attached presentation and updated the Board on the following:

- Utilizing the Referendum to expand opportunities for students through the arts
- Year 1: Visual & Performing Arts Plan
- Additional Summer Planning

Following a question from Chair Golden regarding expansion for chorus, Dr. Breslin discussed the results of a survey sent to students and discussed arts education for younger students.

Board Member Foreman expressed concerns with the first-year plan.

Board Member Kennedy reiterated gratitude expressed to the community for supporting the millage.

Board Member Choate inquired about the process to create the plan. Dr. Breslin provided details and discussed the process for identifying the needs.

Superintendent Saunders discussed the timeline and the stakeholders involved in the creation of the plan. Mr. Bowman provided additional details.

Vice-Chair Messenger spoke in support of the plan and growth.

9.2 Construction Update

Minutes: Mr. Joe Ranaldi, Chief Operations Officer, updated the Board on Construction Projects at the following schools that would be included with the Consent Agenda for July 26, 2022:

- Witt Elementary School
- Haile Middle School
- Oneco Elementary School
- Tara Elementary School
- Buffalo Creek Middle School

Chair Golden announced a brief recess at 6:38 PM and reconvened at 6:46 PM.

10) CONSENT ITEMS

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

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

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

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

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

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

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

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

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

10.10 Approval of the Second Amendment to the Memorandum Of Understanding (MOU) Between the City of Bradenton Police Department and the School Board Of Manatee County for the New Manatee Technical College Law Enforcement Academy Firing Range and Driving Facility, in the Amount of $10.00 Per Year

10.11 Approval to Purchase Certiport Subscriptions, SDMC No. 23-0053-BS, Continued Procurement with Vendor, Estimated in the Amount of $200,000.00

10.12 Approval to Purchase Haas Machinery, Installation and Services, SDMC No. 23-0054-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

10.13 Approval to Purchase Advanced Manufacturing Equipment and Software from Matik USA, Inc, SDMC No. 23-0058-BS, Estimated in the Amount $125,000.00

10.14 Approval to Accept Funds and Renew the Letter of Agreement Between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2022 through June 30, 2023, Not to Exceed $100,000.00

10.15 Approval of the Renewal Memorandum of Understanding (MOU) Between Florida Department of Health, Manatee County Health Department and the School District of Manatee County for the 2022-2023 School Year, No Financial Impact

10.16 Approval to Purchase Literacy Footprints, SDMC No. 23-0033-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00

10.17 Approval of the Purchase of TeachTown Curriculum Licenses, SDMC No. 23-0059-BS, Continued Procurement with Vendor, Estimated in the Amount of $350,000.00

10.18 Approval to Purchase NoRedInk Licenses and Services, SDMC No. 23-0061-BS, Estimated in the Amount of $175,000.00

10.19 Approval to Apply, Accept and Expend the Enhancing School Capacity to Address Youth Violence Grant, in the Amount of $609,799.99

10.20 Approval to Apply, Accept and Expend Title IV, Part A, Student Support and Academic Enrichment Grant Funds for the 2022-2023 School Year, in the Amount of $1,004,190.25

10.21 Approval of Buffalo Creek Middle School - Classroom Wing and Media Addition - Agreement Between Owner and Skanska USA Building, Inc. - Amendment 3 - Guaranteed Maximum Price, in the Amount of $9,040,686.00 for a Total Guaranteed Maximum Price of $10,806,562.00

10.22 Approval of Oneco Elementary School Renovations - Agreement Between Owner and Zyscovich, LLC., in the Amount of $1,678,768.00

10.23 Approval of Oneco Elementary School Renovations - Agreement Between Owner and Charles Perry Partners, Inc. - Preconstruction Services, in the Amount of $72,800.00

10.24 Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Halfacre Construction Company - Preconstruction Services, in the Amount of $100,000.00

10.25 Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Long and Associates Architects|Engineers, Inc., in the Amount of $2,059,250.00

10.26 Approval of Tara Elementary School - Renovations - Agreement Between Owner and Sweet Sparkman Architects, Inc., in the Amount of $1,966,079.00

10.27 Approval of Tara Elementary School - Renovations - Agreement Between Owner and Creative Contractors, Inc. Preconstruction Services, in the Amount of $74,206.00

10.28 Approval of Witt Elementary School - Renovations and Addition - Substantial Completion, No Financial Impact

10.29 Approval of the Use of the School Board of Sarasota County Bid on Signage-Provide and Install, SDMC No. 23-0050-MR, Continued Procurement with Vendor, Estimated in the Amount of $650,000.00

10.30 Approval of Sole Source to Purchase Soundproofing Acoustical Panels with Related Services, SDMC No. 23-0060-MR, Estimated in the Amount of $200,000.00

10.31 Approval of the District, Food Service, and School Internal Accounts Petty Cash Funds for Fiscal Year 2022-2023, in the Amount of $1,550.00

10.32 Approval of the Food Service and School's Internal Accounts Change Funds for Fiscal Year 2022-2023, in the Amount of $37,450.00

10.33 Approval of Proposal on Dairy - Food Service, SDMC No. 23-0042-BS, Estimated in the Amount of $1,500,000.00

10.34 Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2022-2023 School Year

10.35 Approval to Renew the Agreement Between the School Board of Manatee County and AMIKids d/b/a AMIKids Center For Personal Growth Operated By AMIKids Manatee County, Inc. for the 2022-2023 School Year

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

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

10.38 Approval of the Waivers of the Manatee Education Association (MEA) Collective Bargaining Agreement

10.39 Approval of the Revisions of the Job Description and Position of Manager, Live Video Production

10.40 Approval of the Reclassification of Senior Financial Analyst to Financial Analyst

10.41 Approval of Settlement of Workers Compensation Claim (Shade June 23, 2022)

10.42 Approval of the First Amendment to the Memorandum of Understanding (MOU) that Created a Community Partnership School at Manatee Elementary School, and now Adding Daughtrey Elementary School and a New Partner, as well as Extending the Agreement

10.43 Memorandum of Understanding (MOU) with MCR Rural Health Creating an Employee Based Health Clinic at the Wakeland Support Center

10.44 Approval of District Superintendent Membership and Dues for Fiscal Year 2022-2023, Estimated in the Amount of $25,000.00

10.45 Approval of the Agreement between Manatee County and the School District of Manatee County (SDMC) for Shelter Sites in a Local Emergency

10.46 Approval to Renew the Contract Between Manatee County Girls Club, Inc. d/b/a Just For Girls Middle School Alternative Education Program and the School Board of Manatee County for the 2022-2023 School Year

10.47 Approval to Renew the Contract Between Manatee County Girls Club, Inc. d/b/a Just For Girls Elementary School Alternative Education Program, and the School Board of Manatee County for the 2022-2023 School Year

10.48 Approval to Apply, Accept, and Expend the Title IX, Part A Education of Homeless Children and Youth Project Modified Grant for the 2022-2023 School Year, in the Amount of $157,200.00

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Chad Choate
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

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

Minutes: Public Comment as follows:

1. Norman Nelson

2. Michael Hartman

12) NEW BUSINESS (Discussion Items Pulled from Consent)

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

13.1 Approval of the Budget Amendments for May 2022

Minutes: Mr. Tim Bargeron, Deputy Superintendent of Business Services, provided an overview of the Budget Amendments for May 2022.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

13.2 Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on September 13, 2022

Minutes: It was noted that the Policies would be discussed during the August 12, 2022 Workshop.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

13.3 Approval of the Purchase(s) of Professional Development and Reading Programs, SDMC No. 23-0052-BS, Continued Procurement with Vendor, Estimated in the Amount of $700,000.00

Minutes: Vice-Chair Messenger inquired about the cost this year compared to past expenses and data to support the continued use of the program.

Superintendent Saunders spoke regarding the expenditures and stated that the cost was lower this year. She shared the uses for the product and the grade levels that would be utilizing the program. She noted that a different product would be utilized for mathematics and assessments.

Superintendent Saunders also discussed the data and noted that it may be the last year that this product is used. She stated that there is not enough information available to change at this time and discussed the other changes being implemented this year.

Board Member Foreman inquired about the amount of testing and assessments for the students. Superintendent Saunders provided information regarding benchmark testing from the State and noted students would not need to do the diagnostic testing from iReady.

Board Member Choate discussed testing.

Chair Golden discussed the importance of vocabulary and comprehension.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

13.4 Approval of Agreement for Purchase and Sale of Property from SMR Taylor Ranch, LLC, Not to Exceed Average Value Determined by Two Appraisals

Minutes: At the request of Vice-Chair Messenger, Mr. Mike Pendley, Executive Planner, discussed the number of dwellings approved for the area that have not been built. He also provided information regarding other future developments. He estimated the impact to the District and shared a projection for the number of additional students.

The Board asked questions and held discussion.

Chair Golden asked about the capacity of the elementary schools. Superintendent Saunders stated that each time a new school is added, the District goes through the process of rezoning. She discussed planning for the growth in the area.

Following a question regarding the impact fee study, Mr. Pendley shared that the consultant is ready to produce the report and estimated that the Board would hold a workshop regarding the study in September.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlie Kennedy
SECONDER:	Gina Messenger
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

13.5 Approval of Extension 3 of the Use of the State of Florida Contract #43211500-WSCA-15-ACS, for Computer Equipment, Peripherals, and Services, SDMC No. 15-0074-SM, Continued Procurement for Products and Services, Estimated in the Amount of $2,500,000.00

Minutes: This item was removed from the July 26, 2022 Agenda during the Approval of the Agenda.

14) NEW BUSINESS (No Superintendent Recommendation)

14.1 Approval of Internal Auditor Report

Minutes: Vice-Chair Messenger stated that the Report had been presented by the Internal Auditor, Carr, Riggs & Ingram, during a Board Workshop.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

14.2 Approval of Travel Expense Associated with the School Board Members' Attendance at the Greater Florida Consortium of School Boards (GFCSB) Meeting, August 24-26, 2022, at the Riverside Hotel Fort Lauderdale, FL, Not to Exceed $2,000.00

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

14.3 Approval of the Revised Schedule of School Board Regular Meetings

Minutes: Chair Golden stated that the revision of the Board Meeting schedule was to change the time of the August 23, 2022 Regular Meeting to 10:00 AM from 5:00 PM.

RESULT:	**Adopted [UNANIMOUS]**

MOVER:	Mary Foreman
SECONDER:	Charlie Kennedy
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

14.4 Approval of Citizens' Financial Oversight Committee (CFOC) Member

Minutes: Board Member Foreman stated the motion and noted that the appointment was for Mr. Michael Hartman. She inquired about the length for the term of the appointment. The Agency Clerk stated she would provide the information. Board Member Foreman noted the maximum term was for 3 years. The Board reached consensus to approve the appointment for 2 or 3 years depending on the seat that Mr. Hartman would fill.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Chad Choate
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

14.5 Approval of the Citizens' Financial Oversight Committee's 2021 Annual Report

Minutes: Board Member Foreman stated that following the Board's approval, the Report would be posted to the Committee's webpage and would be viewable by the public. She also noted that the Report was presented during a Board Workshop.

Board Member Kennedy read the Recognition of Staff included in the Letter from the Committee Chairman.

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Chad Choate
SECONDER:	Mary Foreman
AYES:	Charlie Kennedy, Gina Messenger, James Golden, Mary Foreman, Chad Choate

14.6 Board Discussion of Just For Girls, Elementary and Middle School - Millage Equivalent Funding for the 2022-2023 School Year

Minutes: Board Member Kennedy requested the topic be discussed during a Workshop.

Following a question from Chair Golden, Superintendent Saunders provided clarification of the purpose for the discussion. She stated that the Board had approved of the contract with Just For Girls Elementary and Middle Schools, but because the millage tax does not include contracted sites, Just For Girls would not receive millage funds. She noted that in the past, the Board has discussed separately whether they would give a contracted site the millage equivalent out of the District's general revenue fund. She stated that it is based on the FTE student count.

Vice-Chair Messenger spoke regarding consideration of additional contracted sites. She stated that she would prefer that it be tied to an expectation.

Board Member Kennedy requested the Board consider other contracted sites and suggested discussion regarding the Board's approach for the contracted sites.

Board Member Foreman spoke in support of the Just For Girls and made a motion that the Board approve of the millage equivalent funding for the 2022-2023 School Year for Just For Girls Elementary and Middle School.

14.6a. Motion to Approve of the Millage Equivalent Funding for the 2022-2023 School Year for Just For Girls Elementary and Middle School

Minutes: Chair Golden spoke regarding funding and the alternative education program. He spoke in support of the motion.

Board Member Choate clarified the motion. Superintendent Saunders provided information regarding funding for contracted sites.

Mr. Mitchell Teitelbaum, General Counsel, provided estimated figures for the millage equivalent based on the projected enrollment. He stated that if the Board approves of the motion, the contract will not need to come back before the Board, noting that the approval would include the first amendment to the contract and allow the document to be executed by the Chair and Superintendent should Ms. Becky Canesse, of Just For Girls, also approve.

Board Member Kennedy requested to amend Board Member Foreman's motion to include PACE Center for Girls. Mr. Teitelbaum stated that an amendment could be made to PACE's contract and noted that he would need additional time to run the numbers prior to bringing it back before the Board. Board Member Foreman stated that she is not willing to amend her motion and would like more information regarding PACE.

Vice-Chair Messenger noted that there are 14 contracted sites and Just for Girls had requested the millage equivalent. She requested the full cost and total numbers for the contracted sites.

Vice-Chair Messenger provided the reasons she would support the motion for the current year.

RESULT:	**Adopted [3-2]**
MOVER:	Mary Foreman
SECONDER:	James Golden
AYES:	Gina Messenger, James Golden, Mary Foreman
NAYS:	Chad Choate, Charlie Kennedy

15) WORKSHOP ITEMS REQUESTS

Minutes: Chair Golden noted the request for a Workshop regarding contracted sites.

Board Member Kennedy inquired about a possible Workshop topic to discuss initial steps for a Superintendent Search. He also asked if Chair Golden had been in communication with the Board of County Commissioners regarding a joint meeting on affordable housing. Board Member Kennedy spoke regarding the tennis courts adjacent to King Middle School and noted it as a possible Workshop topic. He shared that there were items from the Audit Committee to add to a Workshop. He requested a discussion regarding safe gun storage and stated he would discuss it with the Superintendent during his Board Briefing.

Chair Golden stated that he had not been in communication with the Chairman of the Board of County Commissioners. He stated that there was a meeting at the Chamber and that he was informed that the Affordable Housing Committee had already been made.

Chair Golden inquired about Board Member Kennedy's requests and expressed concern with the timing. Vice-Chair Messenger spoke regarding a previous discussion by the Board regarding the timing of the Superintendent's Contract. Board Member Foreman discussed the contract extension through June 30, 2023, and suggested starting the process possibly in September.

Board Member Choate requested a Workshop topic for the new BEST Standards.

Vice-Chair Messenger noted that the Board should complete the Superintendent Evaluation. Board Member Foreman requested the Board complete the Superintendent and Board Attorney Evaluations. Chair Golden stated that the Board hired a law firm, rather than a specific attorney.

16) CONTINUED PUBLIC COMMENT (IF NECESSARY)

17) UPDATES

Legal Update

Minutes: Mr. Mitchell Teitelbaum, General Counsel, updated the Board on the following:

Shade Session – announced that the outside counsel requested a Shade Session on August 9, 2022, to discuss matters that are in litigation.

Operations Update

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

Transportation – stated that the Transportation Team was welcomed back for the school year on Monday, July 25, 2022.

Job Fairs - spoke regarding recent Job Fairs and recruitment.

Job Growth Grant – shared that the FL DOE had announced a Job Growth Grant for Manatee Technical College.

Chair Golden inquired about a Safety & Security Update. Superintendent Saunders stated that the Chief of Safety & Security was attending a national conference.

18) SUPERINTENDENT REMARKS

Minutes: Superintendent Saunders updated the Board on the following:

Summer Graduation – noted that Summer Graduation would be held Thursday, July 28, at Southeast High School.

Return to School – shared that teachers return to school on August 2, and students return on August 10.

19) BOARD COMMENTS

Board Member Foreman

Summer Graduation – spoke regarding the summer graduation and encouraged the Board to attend.

Thanks – thanked Mr. Jeramiah Bowman and Dr. Laurie Breslin for their work with the arts program.

New School Year – expressed excitement for the new school year.

Board Member Choate

Thanks – thanked everyone involved with planning for the upcoming school year.

Budget – thanked Mr. Tim Bargeron and his team for their work in preparing the budget.

Board Member Kennedy

Partnerships – spoke regarding the partnership with MCR Health and the Partnership Schools. He expressed appreciation for the Superintendent, Board, and MCR Health.

New School Year – spoke regarding the excitement for the new school year and expressed appreciation.

Vice-Chair Messenger

New School Year – expressed gratitude.

Chair Golden

2022 All-America City Awards (AAC) – read an announcement from the National Civic League and the Campaign for Grade-Level Reading announcing the winners of the All-America City Awards (AAC). He congratulated the School District of Manatee County, included with the Suncoast Region of Florida.

20) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Golden adjourned the Meeting at 8:45 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Rev. James T. Golden Chairman

NOTICE

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

AGENDA ITEM NO. 7.1

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Renew the Contract Between Community Haven for Adults and Children With Disabilities, Inc. d/b/a Selby Preschool and the School District of Manatee County, Florida for the 2022-2023 School Year

Executive Summary
Community Haven for Adults and Children with Disabilities, Inc. d/b/a Selby Preschool is a specialized facility serving students with disabilities ages 3-5 years old. The facility provides services to students eligible for Exceptional Student Education services as determined by Manatee County Schools. The services provided are specific to the needs of the individual students and may include education, speech/language therapies, occupational/physical therapies, and health needs.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval to renew the contract between Community Haven for Adults and Children with Disabilities, Inc. d/b/a Selby Preschool and the School District of Manatee County, Florida for the 2022-2023 school year.

Financial Impact
The District will reimburse Community Haven for Adults and Children with Disabilities, Inc. d/b/a Selby Preschool 95 percent of the weighted Full Time Equivalency (FTE) based upon FTE generated during the 2022-2023 school year. The maximum number of full-time equivalent students to be funded under this agreement is forty (40). 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: Nicole Cox

Attachments:
2022-2023 Certificate of Liability Insurance
2022-2023 Community Haven- Selby Agreement

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2022

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
Atlas Insurance Agency
7120 Beneva Road
Sarasota FL 34238

CONTACT NAME:
PHONE (A/C, No, Ext): 941-366-8424 **FAX (A/C, No):** 941-552-4099
E-MAIL ADDRESS: pshepard@atlasinsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Church Mutual Insurance Companies	18767
INSURER B : Accident Fund Insurance Company of America	10166
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED COMMHAV-01
Community Haven For Adults And Children With Disabilities, Inc
4405 Desoto Road
Sarasota FL 34235

COVERAGES **CERTIFICATE NUMBER:** 1100626790 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			040170002423279	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			040170009423988	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			040170081423280	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			1400021829	12/27/2021	12/27/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is subject to policy forms, conditions & exclusions.

CERTIFICATE HOLDER

School District of Manatee County
Manatee County School Board
2501 63rd Avenue East
Bradenton FL 34203

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGREEMENT BETWEEN
COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITIES, INC. D/B/A SELBY PRESCHOOL
AND
THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
For 2022-2023 School Year

This contract is entered into by and between Community Haven for Adults and Children with Disabilities, Inc. d/b/a Selby Preschool, hereinafter referred to as "SELBY PRESCHOOL" and The School District of Manatee County, Florida address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereafter referred to as "THE DISTRICT.", on this 10th day of August 2022, and shall be in effect for the entire 2022-2023 school year.

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide Exceptional Student Education Services, hereinafter referred to as "ESE Services" for students who have met the following criteria:

1. The student is a resident of Manatee County, Florida and is now enrolled in or has made an application for enrollment in the Manatee County School District.

2. The student has been appropriately classified as an exceptional student ("ESE student") by the Manatee County School District in compliance with state statutes and all pertinent state and local school District rules and criteria.

3. An Individualized Educational Plan ("IEP") has been established for the ESE student based on assessment results which indicate specific education and developmental needs and such a plan and needs are agreed upon by the ESE student's parents or legal guardians and THE DISTRICT.

With regard to providing education to ESE students who qualify for ESE Service, SELBY PRESCHOOL and THE DISTRICT agree as follows:

1. **THE DISTRICT agrees:**

   A. It shall provide consultation from the ESE staff upon request from SELBY PRESCHOOL staff.

   B. It shall provide evaluation and transition planning for ESE students aged 3-5 preparing to articulate from SELBY PRESCHOOL into the Manatee County School District educational programs.

2. **SELBY PRESCHOOL agrees:**

   A. It will provide Supplemental Educational Services to identified and eligible ESE students served at SELBY PRESCHOOL. These services may include transportation, occupational therapy, physical therapy, and language/speech therapy.

   B. It shall provide developmentally appropriate education services to ESE students aged 3-5 at SELBY PRESCHOOL. A schedule of activities for ESE Services shall be provided upon request to THE DISTRICT, including Tier 3 interventions by teachers possessing either a

valid reading endorsement or reading certification.

C. It shall assure that, pursuant to Section 1012.55, Florida Statues, each person who is employed and renders instructional services as a teacher shall hold a valid substitute, part-time, temporary, or professional Florida Teaching Certificate or shall be properly appointed by SELBY PRESCHOOL as a non-certificated instructional staff member pursuant to SBE Rule 6A-I.0503 and/or SBE Rule 6A-I.0502. SELBY PRESCHOOL shall provide written notification to the District of all persons appointed as non-certificated instructional staff. That personnel delivering Tier 3 interventions will either hold a valid reading endorsement or reading certification.

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

E. It shall provide space with furnishings for educational classes and will provide equipment necessary for each class. Final determination as to the need for equipment and furniture shall rest with SELBY PRESCHOOL.

F. It shall provide a monthly attendance record of ESE students to the District. In addition, a report relating to student progress on meeting IEP goals shall be submitted to the District at least quarterly for each ESE student. Copies of such progress reports shall be maintained in each student's educational record.

G. It shall conduct meetings as necessary to review and revise each ESE student's IEP. SELBY PRESCHOOL shall not make any changes to the IEP unless the District has authorized the changes. The ESE student's parent or legal guardian and the District or its representative shall be involved in all decisions regarding the ESE student's IEP and shall agree to any proposed changes prior to those changes being made. The District shall have responsibility for compliance with State District Rules.

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

Public Records Custodian
215 Manatee Avenue W.
Bradenton, FL 34205
(941) 708-8770

I. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008 THE LILY SCHOOL FOR CHILD DEVELOPMENT agrees to comply with the school district's procedures to protect the confidentiality of student records and information, including all Federal and State Law, and assures it will provide the parent, or the student if beyond the age eighteen (18) the right of access, copies, amendments and hearings. Personally identifiable records or reports of a pupil or student, and any personal information contained therein are confidential. Release of the above-mentioned reports, records, or information requires the written consent of the student or student's parent or guardian.

3. **Both Parties agree:**

A. SELBY PRESCHOOL shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by SELBY PRESCHOOL. The District may report to SELBY PRESCHOOL and a SELBY PRESCHOOL employee that is deemed by the District to be performing in a manner incompatible with the provisions of an adequate educational program to ESE students.

B. Staff of THE DISTRICT shall be permitted to review the program provided by SELBY PRESCHOOL including the IBP, evaluation reports and progress reports, and may confer with SELBY PRESCHOOL staff at reasonable times, as agreed upon by both parties.

C. Upon request, SELBY PRESCHOOL shall provide the State District of Education, Bureau of Exceptional Education and Student Services, with ESE students' attendance and IBP information.

D. To reimburse SELBY PRESCHOOL for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the official FTE survey weeks conducted by the Florida Department of Education. The number of FTE will be adjusted in accordance with any adjustment made by the Florida State Legislature or the Florida Department of Education. The maximum number of full-time equivalent students to be funded under this agreement is Forty (40) FTEs based on provision of documentation of internal review. Payments for August through December will be made on the basis of an estimate of the FTE count. Payments for January through March will be adjusted in accordance with actual July and actual October FTE count and an estimate for the February and June count. The payments for April through June will be based on the actual counts for July, October and February and an estimated June count. It is further understood by the District and the Provider that if there is a loss of funding because of the district exceeding the cap on any area of the FTE there will be a proportional decrease in funding to the Provider. Extended School Year (ESY) services may be provided by SELBY PRESCHOOL if mutually agreed to by SELBY PRESCHOOL and THE DISTRICT. Dates of ESY services and reimbursement rates shall be agreed to by both parties prior to the initiation of any such services.

E. Other than the payment described in Section 3, item (D) above, this Contract is not intended to provide any mechanisms by which monies are paid or received from either party for the fulfillment

of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment for those services. This Contract is intended to set forth the agreement between the parties by which the delivery of ESE Services to students aged 3-5 may be provided at SELBY PRESCHOOL.

F. During the term of this Contract, SELBY PRESCHOOL shall maintain public liability and malpractice insurance coverage in at least the following amounts: ONE MILLION DOLLARS ($1,000,000) per person; THREE MILLION DOLLARS ($3,000,000) per occurrence, and as evidence of such insurance coverage SELBY PRESCHOOL shall furnish THE DISTRICT with a Certification of Insurance prior to commencing any services under this contract.

G. SELBY PRESCHOOL shall hold harmless, indemnify, and defend THE DISTRICT, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from THE DISTRICT, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Contract. Nothing in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of THE DISTRICT, or to affect, limit, or reduce the protection from suit afforded to the School District under Florida law. This provision shall survive termination of this Contract and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

4. **Miscellaneous:**

A. Any additions, changes, deletions, or modifications to this Contract must be agreed to in writing by both parties.

B. Any disputes relating to implementation of the provisions of this Contract may be resolved by informal meetings and/or conferences between THE DISTRICT's Director of Exceptional Student Education or his/her designee and the appropriate representative(s) of SELBY PRESCHOOL.

C. The Contract shall commence August 10, 2022, and shall terminate June 30, 2023, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice.

D. Any notice given pursuant to this Contract shall be made to SELBY PRESCHOOL to the attention of the Executive Director at 4405 DeSoto Road, Sarasota, FL 34235, and to THE DISTRICT to the attention of the Director of Exceptional Student Education at 2501 63rd Avenue East, Bradenton, FL 34203.

E. SELBY PRESCHOOL and THE DISTRICT mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1974 and Section 504 of the Rehabilitative Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in County or Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida.

G. SELBY PRESCHOOL shall comply with Florida's Public Records Law including:

a) Keeping and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service;

b) Providing the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meeting all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of SELBY PRESCHOOL upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the School District. in a format that is compatible with the information technology systems of the District

H. 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.

I. This agreement is contingent upon all participants and individuals that administer or participate in the program to follow all School District of Manatee County's COVID-19 protocols.

5. **Food Service Agreement:**

A. Any and all separate contract for Food Services is unaffected by this Amendment and will remain in full force and effect. The School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal and expiration.

6. **Transportation Agreement:**

The School District of Manatee County will not be transporting students for the contracted site. The contracted site is solely responsible for the transportation of students.

7. **Compliance with Jessica Lunsford Act:**

A. Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements, the person shall be immediately suspended from working in thatcapacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go onschool grounds when students are present, must agree to indemnify and hold harmless the SchoolBoard for any claims made against the School Board related to the failure to comply with this requirement.

8. **Sovereign Immunity:**

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

9. **E-Verify:**

A. 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.

Contractor E-Verify Number: 275703

10. **Termination:**

A. Termination for Cause-The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

B. Termination for Convenience-Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when District approval is not required and subject to District approval when required.

11. **Entire Agreement:**

A. 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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITIES, INC.

Brad Jones, President/CEO — Date: 7/20/22

SCHOOL BOARD OF MANATEE COUNTY

Cynthia Saunders, Superintendent — Date

Rev. James Golden, Board Chair — Date

Approved as to form

Mitchell Teitelbaum, General Counsel — Date

AGENDA ITEM NO. 7.2

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Renew the Allocation of the 2022-2023 Multiagency Network for Students with Emotional or Behavioral Disabilities (SEDNET) Grant Fund, in the Amount of $114,130.00

Executive Summary
The School District of Manatee County is the fiscal agent for the Department of Education discretionary project Multiagency Network for Students with Emotional or Behavioral Disabilities (SEDNET) which services Manatee, Sarasota and Charlotte Counties.

The 2022-2023 SEDNET grant provides the salary for one SEDNET manager as well as funds for training, travel and other support to meet the needs of students identified as Emotionally/Behaviorally Disabled or students being considered for such an eligibility. SEDNET also provides support for students in need of mental health services and is particularly discussed in Senate Bill 7026.

The allocation for the 2022-2023 SEDNET Grant is $114,130.00. The funds are broken down by $72,627.00 from Individuals with Disabilities Education Act (IDEA) Part B and $41,503.00 from General Appropriations Act Individuals with Disabilities Education Act (IDEA) Trust Fund.

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

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Inclusive Culture & Engagement | Goal 3
Expand diversity and inclusion initiatives across the school district for employees and students.

Recommendation
The Superintendent recommends approval to renew the allocation of the 2022-2023 Multiagency Network for Students with Emotional or Behavioral Disabilities (SEDNET) Grant Fund, in the amount of $114,130.00.

Financial Impact
There will be no cost to the General Fund. The District will receive the 2022-2023 SEDNET budget of $114,130.00.

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

Attachments:
DOE 100A - Individuals with Disabilities Education Act (IDEA) Part B
Budget Narrative - Individuals with Disabilities Education Act (IDEA) Part B
DOE 100A - General Appropriations Act Individuals with Disabilities Education Act (IDEA) Trust Fund
Budget Narrative - General Appropriations Act Individuals with Disabilities Education Act (IDEA) Trust Fund

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	**Multiagency Network for Students with Emotional or Behavioral Disabilities SEDNET Region 8A** **TAPS NUMBER:**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$72,627.00	Contact Name: David McCarron Fiscal Contact Name:Rochelle Maningas	Telephone Numbers: **941-751-6550 Ext 43126**
DOE USE ONLY **Total Approved Project:**	Mailing Address: Po Box 9069 Bradenton, FL 34206-9069	E-mail Addresses: mccarrond@manateeschools.net
	Physical/Facility Address: **2501 63rd Avenue East** **Bradenton, FL 34205**	UEI number: FEIN number: 858012622207

CERTIFICATION

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

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

E) Cynthia Saunders

Signature of Agency Head	Title	Date
	Superintendent PENDING BOARD APPROVAL	6/30/2022

Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Data Universal Numbering System (DUNS), or unique agency identifier number, requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their DUNS registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
SEDNET (Multiagency Service Network for Students with Emotional and Behavioral Disabilities) 2022-2023

A) NAME OF ELIGIBLE RECIPIENT: **Manatee County District School Board**
B) Project Number (DOE USE ONLY): **410-2623C-3CD02**

E) TAPS Number
23C017

count	Function	Object	Account Title and Description	FTE	Amount	% ALLOCATED to this PROJECT	ALLOWABLE DOE USE ONLY	REASONABLE DOE USE ONLY	NECESSARY DOE USE ONLY
1	5100	510	Supplies Supplies to support SEDNET initiatives and trainings for si...	0.000	$6,524.90	0.65%			
2	6300	110	Salary Salary for SEDNET Region 8A Poject Manager to oversee SEDNET ...	1.000	$45,833.98	0.65%			
3	6300	210	Retirement Retirement for SEDNET Project Manager to oversee SEDNET D...	0.000	$5,458.83	0.65%			
4	6300	220	FICA FICA for SEDNET Project Manager to oversee SEDNET Deliverables ...	0.000	$3,506.30	0.65%			
5	6300	231	Health and Hospitalization Health and Hospitalization for SEDNET Pro...	0.000	$6,073.00	0.65%			
6	6300	232	Life Insurance Life Insurance for SEDNET Project Manager to oversee ...	0.000	$100.83	0.65%			
7	6300	240	Worker's Compensation Worker's Compensation for SEDNET Project Manag...	0.000	$45.83	0.65%			
8	6300	330	Travel: Out of County Travel: Out of County mileage and conference d...	0.000	$1,300.00	0.65%			
9	6300	330	Travel Local Travel: Local Travel Mileage for SEDNET Project Manager...	0.000	$800.00	0.65%			
10	7200	790	Indirect Costs Miscellaneous: Indirect Costs	0.000	$2,983.33	0.65%			
Totals:				1.000	$72,627.00				

DOE 101

Richard Corcoran, Commissioner

DOE 101 S
Rev. 08/10

DOE USE ONLY (Program)
I certify that 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.

Name

Signature

Title

Date

DOE USE ONLY (Grants Management)
I certify that the cost for each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name

Signature

Title

Date

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	**Multiagency Network for Students with Emotional or Behavioral Disabilities SEDNET Region 8A** **TAPS NUMBER:**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$41,503.00	Contact Name: David McCarron Fiscal Contact Name:Rochelle Maningas	Telephone Numbers: **941-751-6550 Ext 43126**
DOE USE ONLY **Total Approved Project:**	Mailing Address: Po Box 9069 Bradenton, FL 34206-9069	E-mail Addresses: mccarrond@manateeschools.net
	Physical/Facility Address: **2501 63rd Avenue East** **Bradenton, FL 34205**	UEI number: FEIN number: 858012622207

CERTIFICATION

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

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

E)			
	Signature of Agency Head	Superintendent Title PENDING BOARD APPROVAL	6/30/2022 Date

Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Data Universal Numbering System (DUNS), or unique agency identifier number, requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their DUNS registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET DESCRIPTION FORM -
SEDNET (Multiagency Service Network for Students with Emotional and Behavioral Disabilities) (Trust) 2022-2023

A) NAME OF ELIGIBLE RECIPIENT: **Manatee County District School Board**
B) Project Number (DOE USE ONLY): **410-2623D-3CDT3**

E) TAPS Number
23C018

count	Function	Object	Account Title and Description	FTE	Amount	% ALLOCATED to this PROJECT	ALLOWABLE DOE USE ONLY	REASONABLE DOE USE ONLY	NECESSARY DOE USE ONLY
1	5100	510	Supplies Supllies to Support SEDNET Initiatives for sites	0.000	$4,790.33	0.35%			
2	6300	110	Adm/Direct Regular Pay Salary for SEDNET Project Manager to oversee ...	1.000	$24,679.84	0.35%			
3	6300	210	Retirement Retirement for SEDNET Project Manager to oversee SEDNET D...	0.000	$2,939.37	0.35%			
4	6300	220	FICA FICA for SEDNET Project Manager to oversee SEDNET Deliverables ...	0.000	$1,888.00	0.35%			
5	6300	231	Health and Hospitalization Health and Hospitalization for SEDNET Pro...	0.000	$3,270.08	0.35%			
6	6300	232	Life Insurance Life Insurance for SEDNET Project Manager to oversee ...	0.000	$54.30	0.35%			
7	6300	240	Worker's Compensation Worker's Compensation for SEDNET Project Manag...	0.000	$24.68	0.35%			
8	6300	330	Travel: Out of County Travel Out of County for SEDNET Project Manage...	0.000	$1,450.00	0.35%			
9	6300	330	Travel: Local Travel Local mileage for SEDNET Project Manager Region...	0.000	$800.00	0.35%			
10	7200	790	Indirect Costs Miscellaneos: Indirect Costs	0.000	$1,606.40	0.35%			
Totals:				1.000	$41,503.00				

DOE 101

Richard Corcoran, Commissioner

DOE 101 S
Rev. 08/10

DOE USE ONLY (Program)
I certify that 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.

Name

Signature

Title

Date

DOE USE ONLY (Grants Management)
I certify that the cost for each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name

Signature

Title

Date

AGENDA ITEM NO. 7.3

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Contract for Mental and Behavior Health Services Between The Florida Center for Early Childhood, Inc. and The School District of Manatee County, Florida for the 2022-2023 School Year, Not to Exceed $550,000.00

Executive Summary
In accordance with Florida Statute 1011.62, the MHAA Plan Allocation is to assist Districts with establishing or expanding school-based mental health care; training educators and other schools' staff in detecting and responding to mental health issues; and connecting children, youth, and families who may experience behavioral health issues with appropriate services. The Florida Center for Early Childhood, Inc. will provide ten (10) Manatee County elementary schools with on-site mental health counselors. These counselors will provide weekly counseling for up to twenty (20) students per week.

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

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Inclusive Culture & Engagement | Goal 3
Expand diversity and inclusion initiatives across the school district for employees and students.

Recommendation
The Superintendent recommends the approval of the contract for mental and behavior health services between The Florida Center for Early Childhood, Inc. and the School District of Manatee County, Florida for the 2022-2023 school year, not to exceed $550,000.00.

Financial Impact
The cost for this expenditure will not exceed $550,000.00 and will be funded from the General Fund which includes the categorical Mental Health Allocation.

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

Attachments:
Certificate of Liability Insurance
2022-2023 Contract with The Florida Center for Early Childhood

Client#: 705954 FLORICENTE1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2022

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

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

PRODUCER	CONTACT NAME:	
Marsh & McLennan Agency Bouchard Region 1 N. Dale Mabry Hwy, Suite #450 Tampa, FL 33609	PHONE (A/C, No, Ext): 727 447-6481	FAX (A/C, No):
	E-MAIL ADDRESS: clcerts@marshmma.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Associated Industries Insurance Co, Inc	23140
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Florida Center for Early Childhood
4620 17th Street
Sarasota, FL 34235

COVERAGES **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			AAPKG1049906	07/20/2022	07/20/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AAAUT2013906	07/20/2022	07/20/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			AAFXS3015406	07/20/2022	07/20/2023	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AWC1183714	07/20/2022	07/20/2023	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional Liab			AAPKG1049906	07/20/2022	07/20/2023	1,000,000/3,000,000	
A	Abuse/Molestation			AAPKG1049906	07/20/2022	07/20/2023	1,000,000/3,000,000	

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

CERTIFICATE HOLDER

School District of Manatee County
2501 63rd Ave. E.
Bradenton, FL 34203

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CONTRACT FOR MENTAL AND BEHAVIORAL HEALTH SERVICES
Between
THE SCHOOL BOARD OF MANATEE COUNTY
and
THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC.
SCHOOL SERVICE AGREEMENT
2022-2023

This Contract for Mental and Behavioral Health Services (the "Contract") is entered into 10th day of August 2022, between THE SCHOOL BOARD OF MANATEE COUNTY, a body corporate (hereinafter referred to as the "BOARD"), and THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC., a Florida not for profit corporation (hereinafter referred to as "THE FLORIDA CENTER") is made for the purpose of retaining mental health providers to offer direct support to students and families. The BOARD and THE FLORIDA CENTER shall collectively be referred to as the "Parties," with each being a "Party." This agreement will expire at the end of the 2022-2023 school year.

WHEREAS, pursuant to Florida law, the parties wish to provide a mechanism to offer certain mental health services to students of the School District of Manatee County who qualify for such services under the following criteria:

1. The student is now enrolled in or has made application for enrollment in the School District of Manatee County.

2. The student has been appropriately referred to access additional mental and behavioral services following the process established by the BOARD.

NOW THEREFORE, in order to provide appropriate mental health and behavioral services to students who qualify for those services, in consideration of the promises set forth herein and other good and valuable consideration, THE FLORIDA CENTER and the BOARD agree as follows:

I. The BOARD agrees:

A. It shall provide opportunities for in service training for THE FLORIDA CENTER staff involved in providing services to students in the area of mental/behavioral health.

B. It shall provide consultation from school staff upon request from THE FLORIDA CENTER staff.

C. It shall provide access to educational records for students identified as needing specialized services in the area of mental/behavioral health.

D. It shall provide space with furnishings for counselling/therapy intervention. Final determination as to the need for equipment and furniture shall rest with the BOARD.

II. THE FLORIDA CENTER agrees:

A. It will provide supervision to all mental health therapists, counselors, registered interns or other qualified mental health providers who provide supplemental mental and behavioral health services as required by law to identified students registered in Manatee County Public Schools.

B. It shall provide developmentally appropriate modeling/coaching strategies to teachers and or support staff for school implementation, upon request.

C. It shall provide written notification to the BOARD of all persons appointed as mental health providers. THE FLORIDA CENTER shall provide to the BOARD the Staff Appointment Verification Form (Appendix A) with all required attachments, documenting the appointment status of each staff member providing services under this Contract, before providing services to students or families.

D. THE FLORIDA CENTER will ensure background screening is performed in compliance with Chapter 1012, Fla. Stat. and the BOARD'S policies. THE FLORIDA CENTER agrees to:

1. At its expense, conduct a Level 2 Criminal Background Check on all persons, whether an agent, employee, volunteer or otherwise (collectively referred to as "Employees") providing services under this Contract. Employees must meet the screening standards set forth in Florida Statutes Sections 435.03 and 435.04. The screening assessment includes orientation, in-depth interview, reference checks, police background checks and fingerprinting. THE FLORIDA CENTER will promptly furnish to the School Board's Safety & Security Department, Fingerprint Office, a full list of Employees needing a badge and fingerprint and background checks, before providing services to students or families.

2. Furnish to Manatee County Schools Human Resources Department before any of its Employees will be permitted on school grounds while students are present the following: (i) A statement of attestation prepared and signed by THE FLORIDA CENTER's CEO/President or Program Director in a form acceptable to the BOARD that THE FLORIDA CENTER has conducted Level 2 background checks for all Employees providing onsite services as required by Section 435.04, Florida Statutes, to be updated for each Employee for each subsequent year of the Contract; and (ii) THE FLORIDA CENTER will immediately furnish to Manatee County Schools Human Resources Department any notifications of arrests it receives with respect to Employees who had an THE FLORIDA CENTER badge issued.

3. The BOARD has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by The BOARD pursuant to Florida law. Any Employee must sign in and out of the school district's database each time they are on campus. THE FLORIDA CENTER shall, upon the expiration or termination of this Contract, facilitate the collection of all badges issued to its Employees.

E. A report relating to student progress on meeting treatment goals shall be submitted to the BOARD at least quarterly for each student and family. Copies of such progress reports shall be maintained in each student's educational record.

F. It shall conduct meetings as necessary to review and revise each student's plan of care. The student's parent or legal guardian and the BOARD designee shall be involved in decisions

regarding the student's plan of care, as appropriate. the BOARD shall have responsibility for compliance with State Board Rules.

G. It shall keep school pertinent personnel informed of ongoing services. At any time a proposed change needs to occur, THE FLORIDA CENTER will follow the process established by the BOARD to review and make informed decisions.

H. It shall provide administration and clinical supervision to the mental health providers contracted by THE FLORIDA CENTER.

I. It shall provide to the BOARD a report at the end of 2022-2023 school year detailing:

1. Number of students who received mental health assessments.
2. Number of students referred to contracted school-based services providers.
3. Number of students receiving mental or behavioral health services from THE FLORIDA CENTER.

J. In the event THE FLORIDA CENTER receives student records and/or information in the course of providing services, it shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CPR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. THE FLORIDA CENTER shall (i) hold the student records and information in strict confidence and not use or disclose except as required by this Contract or permitted by law and disclose student records only to those who have a need to access the information in order to perform their assigned duties; (ii) safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements; and (iii) continually monitor its operations and take all action necessary to assure that the student information and records are safeguarded in accordance with the terms of this Contract.

K. THE FLORIDA CENTER shall comply with Florida's Public Records Law including:

1. Keeping and maintaining public records that ordinarily and necessarily would be required by BOARD;
2. Providing the public with access to public records on the same terms and conditions that BOARD would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
3. Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
4. Meeting all requirements for maintaining public records and transferring at no cost to BOARD all public records in possession of THE FLORIDA CENTER upon termination of the Contract; destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to BOARD in a format that is compatible with the information technology systems of BOARD.

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

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

III. Both Parties agree:

A. THE FLORIDA CENTER provides services as an independent contractor and shall retain full control and discretion as to the appointment or removal of any staff member employed by THE FLORIDA CENTER. The BOARD may report to THE FLORIDA CENTER any FLORIDA CENTER Employee that is deemed by the BOARD to be performing in a manner incompatible with the provisions of an adequate educational program to students and, upon the BOARD'S request, shall remove such Employee from performing services pursuant to this Contract.

B. Staff of the BOARD shall be permitted to review the program provided by THE FLORIDA CENTER, including evaluation reports and progress reports, and may confer with THE FLORIDA CENTER'S staff at reasonable times, as agreed by both parties. the BOARD has the right to participate in all interview selection processes.

C. Upon request, THE FLORIDA CENTER shall provide the State Board of Education student's attendance therapy records.

D. Services provided by THE FLORIDA CENTER and authorized by the BOARD shall be compensated at a rate of $55,000.00 per year for each mental health provider for services rendered August 10, 2022 through May 31, 2023.

Conditioned on the provision of appropriate services under the terms of this Contract, payments will be disbursed to THE FLORIDA CENTER monthly in ten (10) equal payments of $55,000.00 for the months of August 10, 2022 through May 31, 2023.

Each mental health provider shall maintain a student schedule, including the hours of service. A monthly statement of services rendered by THE FLORIDA CENTER shall indicate provider name, hours and types of services rendered for students and shall be submitted with the invoice to the BOARD by the fifteenth (15th) of each month. Statements should be mailed to:

The School Board of Manatee County
Exceptional Student Education Department
2501 63rd Avenue East
Bradenton, FL 34206-9069

If a mental health provider is unable to render services, and coverage is not provided, during more than half of the dates reflected on the MCS Student calendar, for any month

between August 10, 2022 – May 31, 2023, the reimbursement for the therapist will be reduced to $2,500.00 for that month.

The Contract Compliance Checklist (Appendix B) with all accompanying documentation must be returned to the Student Services Department prior to any reimbursement being issued pursuant to this Contract.

Total payment during the term of this Contract for ten (10) mental health service providers, shall not exceed $550,000.00.

E. Other than the payment described in Section 3, item (D), above, this Contract is not intended to provide any mechanism by which monies are paid or received from either party for the fulfillment of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment for those services.

F. During the term of this Contract, THE FLORIDA CENTER shall maintain public liability and malpractice insurance coverage in at least the following amounts: TWO HUNDRED THOUSAND AND 00/100 DOLLARS ($200,000.00) per person; THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($300,000.00) per occurrence; and ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) umbrella coverage with the BOARD listed as a co-insured. As evidence of such insurance coverage THE FLORIDA CENTER shall furnish the BOARD with a Certificate of Insurance prior to commencing any services under this Contract.

G. THE FLORIDA CENTER shall hold harmless, indemnify, and defend the BOARD, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the BOARD its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Contract. Nothing in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of the BOARD or to affect, limit, or reduce the protection from suit afforded to the BOARD under Section 768.28, Florida Statutes. This provision shall survive termination of this Contract and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

IV. Other Provisions:

A. Any additions, changes, deletions, or modifications to this Contract shall be void unless agreed to in writing by both parties.

B. Any disputes relating to implementation of the provisions of this Contract may be resolved by informal meetings and/or conferences between the BOARD's Director of Exceptional Student Education or his/her designee and the appropriate representative(s) of THE FLORIDA CENTER.

C. This Contract shall commence August 10, 2022 and shall terminate June 30, 2023, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice with no party owing any further obligation to the other.

D. Any notice given pursuant to this Contract shall be made to THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC. to the attention of the Director of Exceptional Student Education, and to the BOARD to the attention of the School District of Manatee County.

E. THE FLORIDA CENTER and the BOARD mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of the 1974 and Section 504 of the Rehabilitative Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in the County or Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida.

G. Neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance under this Contract is rendered impossible, impractical, or prevented by reason of force majeure. For purposes of this Contract, the term "force majeure" means acts of God; acts of the public enemy; war; riots; strikes; labor disputes; civil disorders; fires; floods; hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2022-2023 academic year. The BOARD, in its sole discretion, reserves the right to terminate this Contract if a force majeure event occurs, in which case, all services under this Contract shall cease as of the last day worked.

H. This Contract ratifies or modifies all other agreements between the Parties. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document.

I. Neither this Contract nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.

J. Each person signing this Contract individually warrants that he or she has full legal power to execute this Contract on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Contract.

K. This agreement is contingent upon all participants and individuals that administer or participate in the program to follow all School District on Manatee County COVID-19 protocols.

V. Food Service Agreement:

A. Any and all separate contract for Food Services is unaffected by this Amendment and will remain in full force and effect. The School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal, and expiration.

VI. Transportation Agreement:

A. The School District of Manatee County will not be transporting students for the contracted site. The contracted site is solely responsible for the transportation of

students.

VII. Compliance with Jessica Lunsford Act:

A. Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements, the person shall be immediately suspended from working inthatcapacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go onschool grounds when students are present, must agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with this requirement.

VII. Sovereign Immunity:

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

VIII. E-VERIFY:

A. **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.

Contractor E-Verify Number: 401849

IX. Termination:

A. Termination for Cause-The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

B. Termination for Convenience-Termination of this contract in whole or in part may be made by School District of Manatee County when the District determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when District approval is not required and subject to District approval when required.

X. Entire Agreement:

A. 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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

THE FLORIDA CENTER FOR EARLY CHILDHOOD, INC.

Kristie Skoglund — 7/27/2022

Kristie Skoglund
Chief Executive Officer

Date

SCHOOL BOARD OF MANATEE COUNTY

_____ _____

Cynthia Saunders, Superintendent — Date

_____ _____

Rev. James Golden, Board Chair — Date

Approved as to form

_____ _____

Mitchell Teitelbaum, General Counsel — Date

AGENDA ITEM NO. 7.4

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Renew the Memorandum of Understanding Between the School Board of Manatee County, Florida, and MAXVAX, LLC, d/b/a Health Hero for the 2022 - 2023 School Year

Executive Summary
Centers for Disease Control and Prevention (CDC) recommendations state that everyone over the age of six months should receive the flu vaccination every year. Influenza causes significant morbidity, absenteeism from school and mortality. This Memorandum of Understanding (MOU) will only allow flu vaccinations to be administered to District school students (with parental consent) for the 2022-2023 school year. The School Health Services Program strives to promote the health, safety, wellbeing, and academic success of the students.

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

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Recommendation
The Superintendent recommends approval to renew the memorandum of understanding between the School Board of Manatee County, Florida, and MAXVAX, LLC, d/b/a Health Hero Florida for the 2022-2023 school year.

Financial Impact
There is no financial impact.

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

Attachments:
E-Verify Document - HSA
2022 -2023 HSA MOU

Employment Eligibility Verification ("E-VERIFY")

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: 1572202

Signature of Contractor's Authorized Official

Jeffrey Lott - President

Name and Title of Contractor's Authorized Official

7/11/22

Date

HEALTHCARE SERVICES AGREEMENT

THIS HEALTHCARE SERVICES AGREEMENT (the "Agreement") is entered into this 9th day of August, 2022 (the "Effective Date") by and between MAXVAX, LLC, a Florida limited liability company, d/b/a Health Hero Florida (the "Provider") and the SCHOOL DISTRICT OF Manatee COUNTY, FLORIDA (the "District").

W I T N E S S E T H:

WHEREAS, the Provider's primary objective is to provide Influenza flu vaccines to students in order to promote the public health; and

WHEREAS, the District is interested in creating partnerships with organizations that provide high quality programs that promote the health, safety, wellbeing, and academic success of all students and welcomes this particular focus on the health of its students and their families; and

WHEREAS, the Provider shall provide vaccinations administered by licensed healthcare workers to students who have furnished a signed consent to receive a vaccination from Provider; and

WHEREAS, the Provider shall provide such support staff and supplies as may be required for the delivery of the Services as hereinafter described.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, and intending to be legally bound, the Provider and the District agree as follows:

1. Recitals. The recitals set forth hereinabove are accurate, correct, and true, and are incorporated herein by this reference.

2. Term and Termination.

a. Term. The initial term of this Agreement shall commence on the Effective Date and expire one (1) year thereafter (the "Term").

b. Termination. The Term of this Agreement may be terminated by either party: (i) at any time upon not less than sixty (60) days written notice prior to the end of a Term; or (ii) immediately upon written notice to the other party in the event such party has materially breached this Agreement and failed to cure such breach (to the extent curable) within thirty (30) days of receipt of the non-breaching party's notice of such breach.

3. Provider Obligations. During the Term, Provider shall provide vaccinations and immunizations at various Locations (as defined below) designated by the District (the "Services"). Provider's provision of the Services shall include the following obligations:

a. Program Overview. Provider's plan for performing the Services has been or shall be reviewed and approved by a physician licensed to practice medicine in the State of Florida who is in good standing with the Board of Medicine. Provider shall ensure that all nurses administering vaccinations are properly licensed to practice in the State of Florida and will follow the national Centers for Disease Control and Prevention ("CDC") protocols for administering vaccinations.

b. Administration of Vaccine. Provider shall administer the Services according to the recommendations and guidance issued by the CDC and applicable Influenza flu vaccine manufacturers. Provider acknowledges that vaccines, syringes, and needles cannot be reused. Provider shall administer all vaccines requested by a medically eligible student's parent or guardian regardless of age or insurance.

c. Vaccines. Provider shall supply all vaccines required for the Services. Provider shall have exclusive ownership and control over its vaccine supply. Provider shall transport, store, and handle the vaccines in accordance with the Vaccine Storage and Handling Recommendations and Prevention Recommendations for Storage and Handling of Selected Biologicals promulgated by the United States Department of Health and Human Services and the CDC. Provider shall handle the vaccines in accordance with the vaccine package inserts. Provider will supply all other needed medical supplies for the Services, including any sharps biohazard containers required for proper and safe disposal of medical supplies.

d. Consent. Provider shall only provide Services to any person who has delivered a signed vaccination consent form (or, in the case of any student under the age of eighteen (18), their parent or guardian shall have signed a vaccination consent form) (the "Consent"). The Consent shall be available in both English and Spanish.

e. Information Sheet. Provider shall furnish a current Vaccine Information Sheet to each person receiving a vaccine and answer questions about the benefits and risks of vaccination along with the Consent. Provider may furnish other informational sheets with respect to the Services.

f. Records. Provider shall keep a record of the administration of Services by individual name, date, site, vaccine type, lot number, and the name of the health care providers for the vaccines it administers. Provider shall record the administration of vaccines into the "Florida SHOTS" statewide online immunization registry (or any replacement for such registry). Provider shall maintain records of each Consent.

g. Provision of Services. The Provider shall only provide Services in those Locations designated by the District. District staff need not be present for Provider to provide Services, but **under no circumstances** shall the Provider provide Services or interact with students in any non-public location.

h. Background Screenings. Provider shall comply with all applicable laws and regulations regarding background screenings for all Provider staff administering and supporting the Services at Provider's sole expense. Provider represents and warrants to the District that it shall comply with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background screenings.

i. Conduct of Staff. All Provider staff who are present at any Location shall wear professional attire. All such staff shall follow any guidelines for conduct and interactions with students, faculty, and administration issued by the District. Provider shall train all staff and establish a code of conduct for such staff that governs their behavior and interactions with students, faculty and administration; prohibits fraternization, harassment, and bullying; sets high expectations for ethical and moral conduct; and prohibits violations of applicable Florida law or any policies implemented by the District with respect to the Services.

j. Publicity. Provider shall obtain the written approval of the District prior to distributing any consent forms, announcements, e-mails, advertising posters, or other documents regarding any Services or events related to the Services. Provider shall, in connection with any such documents, furnish its contact information to parents and guardians.

4. District Obligations.

a. Coordination with Provider. The District shall determine school locations for the provision of Services in its sole discretion (each a "Location") and provide a list of such Locations to the Provider no later than thirty (30) days prior to the provision of Services at such Locations. The District shall distribute Consents and related vaccine information forms to students in both English and Spanish as requested by Provider prior to the provision of Services. The District shall provide an estimated number of participants at each Location at least fourteen (14) days prior to the Provider's provision of Services at such Location, as well as notification of all Consents received by the District.

b. Facilities. The District shall provide adequate space and furniture at each Location for the provision of Services which shall include at least six (6) four foot (4') tables, ten (10) chairs, three (3) large, and two (2) small trash cans for use during the provision of Services. If COVID-19 protocols are still in effect, the space shall be arranged in accordance with the CDC's social distancing guidelines. Provider shall not be responsible for any costs for the use of a Location so long as Provider complies with the hours previously selected by the District and causes no damage to the facility.

c. District Personnel. The District shall designate a single contact person to coordinate the provision of the Services with Provider (the "Coordinator"). The District shall provide a current contact list, including e-mails, for all personnel (including school nurses and principals or administrators) participating in the Services. The District shall provide sufficient volunteers or school personnel at each Location to manage the flow of students receiving Services ensure that students arrive in a timely manner.

d. Promotion. The District will use existing assets to educate and promote services to students and their families. The District shall use school reminder systems to remind students and families of the availability of the Services and the need for a signed Consent in advance of such Services.

5. Treatment Eligibility and Financial Matters.

a. Eligibility. Provider will only administer Services to persons who present a signed Consent. Minors must have said consent forms signed by a parent or legal guardian. Provider will deliver Services in accordance with CDC guidelines and accepted standards of medical practice. Students will not be refused services due to lack of insurance or inability to pay an administrative fee under Florida's Vaccines for Children Program.

b. No Financial Liability. The District shall have no financial responsibility to Provider for any Services delivered under this Agreement, and Provider assumes all risks regarding such Services.

c. Billing for Services. To the extent permitted by state and federal law, Provider may contact and bill any appropriate third-party payor, including, but not limited to those identified in the Consent.

6. Other Matters.

a. Confidentiality and Compliance with Privacy Laws. Each party hereto shall comply (and shall cause their respective elected or appointed officials, managers, officers, employees, contractors, and agents to comply) with the Health Insurance Portability and Accountability Act ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), the Florida Statutes, and all other applicable laws protecting students' and parents' rights to privacy and confidentiality, particularly as they pertain to individually identifiably education and health records, in connection with this Agreement and the provision of Services hereunder.

b. Public Records. Except as may be limited by HIPAA, FERPA, or other similar laws, Provider and its agents are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, with respect to public records (as that term is defined by Chapter 119) that are received or created in connection with this Agreement.

c. Compliance with Federal and State Health Care Laws and Regulations. Each party hereto shall comply (and shall cause their respective elected or appointed officials, managers, officers, employees, contractors, and agents to comply) with and have therefore structured this Agreement so as to comply with all applicable federal and state health care laws ("Laws") rules and regulations ("Regulations") affecting, resulting or governing this Agreement including, but not limited to the Medicare/Medicaid Anti-Kickback Statute 42 U.S.C. 1320a-7b(b), Safe Harbor Regulations 42 C.F.R. Part 1001, the Stark Statute, 42 U.S.C 1395nn and 42 C.F.R Part 411.350 et. seq., and Fla. Stat. §§ 456.053, 456.054, 817.505.

i. If at any time this Agreement is found to violate the Laws or the Regulations or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws or the Regulations, such party shall notify the other in writing and shall describe the violation or potential violation with particularity. Within thirty (30) days of such notice the parties shall commence the re-negotiation of this Agreement in good faith in light of the issues raised. If the parties fail to reach agreement within sixty (60) days of the written notice, the Term of this Agreement shall automatically terminate.

ii. This Agreement is not intended to induce the referral of patients. The parties acknowledge that there is no obligation or compensation under this Agreement or any Agreement between Provider and the District that requires Provider or the District to refer, recommend or arrange for, any items or services paid for by Medicare, Medicaid, any other federal benefit program, or any private insurance carrier.

d. Good Standing Representation. Provider represents to the District that neither Provider nor Provider's managers, officers, employees, or agents have ever: (i) been convicted of, or indicted for, a crime related to health care, or listed by a federal agency as debarred, excluded, or otherwise ineligible for participation in a federally-funded health care program (or notified of such action); or (ii) otherwise engaged in conduct for which a person can be so convicted, indicted, or listed. Provider agrees not to employ or engage any person in connection with the Services who has been so convicted, indicted, listed, or notified.

e. Independent Contractor. Provider's relationship to the District is that of an independent contractor. No employer/employee, principal/agent, or any other special relationship or association between the Parties shall be created by this Agreement. The Parties agree that they will not act for or on behalf of each other or represent to any third party or person that they are acting as an agent of the other, nor shall either party incur any obligations on behalf of the other party, except to the extent otherwise states herein.

f. Indemnification. Provider agrees to indemnify, defend, and hold harmless the District and its elected or appointed officials, officers, employees, and agents from any claim, action, suit, loss, damage, penalty, or liability (together, "Damages") arising from (i) the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Provider, its employees, or agents relating to the performance of its duties under this Agreement, and (ii) the failure of Provider to comply with any applicable law relating to the Services. The foregoing indemnification provisions shall not apply if the Damages arise from the gross negligence or willful misconduct of the District or any of its officials, officers, employees, or agents.

g. Waiver of Punitive and Consequential Damages. To the fullest extent permitted by law, the District waives any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages and agree that in the event of a dispute, recovery shall be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

h. Insurance. During the Term, Provider shall obtain and maintain the following insurance coverage with respect to the Services: (i) workers' compensation insurance at the statutory amounts required by the State of Florida; (ii) Commercial General Liability insurance with a limit of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate; and (iii) Professional Liability insurance with a minimum limit of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the aggregate. Upon the execution of this Agreement, Provider shall provide certificates of insurance to the District evidencing such insurance and naming the District as an additional insured. Provider shall give the District at least thirty (30) days written notice of any policy modifications, cancellations, or terminations.

7. Assignability. Neither party may assign its rights or duties under this Agreement without the consent of the other party hereto.

8. Severability. If any provision of this Agreement is deemed to be invalid, unenforceable, or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision; and such provision shall be inoperative in such state or jurisdiction, and shall not be part of the consideration moving from either of the parties to the other. The remaining provisions of this Agreement shall be valid and binding and of like effect as though such provision was not included.

9. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its reasonable control, which shall include, but are not limited to: acts of God (including reasonable preparation therefor); acts of war, civil unrest, terrorism, cyberattacks (which shall be any action, physical or electronic, taken to intentionally damage or disrupt a computer system), or other hostilities; disasters; epidemics or pandemics; fire, flood or other

casualty; hazardous weather; labor disputes, strikes, or work stoppages (except for a dispute, stoppage, or strike involving either party hereto); or government action, regulation or restriction (a "Force Majeure Event"). A Force Majeure Event shall not include changes in economic or market conditions, financial or internal problems of the non-performing party, or an event that renders performance uneconomical or unprofitable for the non-performing party. A Force Majeure Event shall not excuse the payment of any money due hereunder except in the event of the failure or governmental closure of a party's bank.

A party suffering a Force Majeure Event shall use reasonable efforts to notify the other party in writing within ten (10) days following the occurrence of such Force Majeure Event. The exception from liability due to a Force Majeure Event shall continue for so long as such Force Majeure Event is in effect. If a party's performance is delayed more than thirty (30) days due to a Force Majeure Event, the other party shall have the option of terminating this Agreement for Cause upon written notice to the non-performing party.

10. Notices and Addresses. All notices, offers, acceptances and any other acts under this Agreement (except payment) shall be in writing, and shall be deemed to be sufficiently given: (i) at the time of receipt if delivered by hand or communicated by electronic transmission, with confirmation of receipt thereof; (ii) if mailed, three (3) days after deposit in the United States mail, whether express, registered or certified, return receipt requested, in each such instance with postage prepaid; or (iii) if by nationally recognized overnight courier service, one (1) business day after dispatch, and in each case addressed to the party to receive same, as follows:

If to the Provider: MaxVax, LLC
ATTN: Jeff Lott, President
320 1st Street North, Suite 101
Jacksonville Beach, Florida 32250
E-mail: jeff.lott@healthheroflorida.com

If to the District: Manatee County School District
ATTN: Barbara Hefner
2501 63rd Ave E
Bradenton, FL 34203
E-mail: Hefnerb@manateeschools.net

or to such other address as either of them, by notice to the other may designate from time to time.

11. Waivers. The terms of this Agreement may be waived only by a written instrument signed by the party waiving compliance. No waiver of any term, provision or condition of this Agreement in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver, or a waiver of any subsequent breach, of any such term, provision, or condition of this Agreement. No delay on the party of any party in exercising any right, power, or privilege hereunder shall operate as a waiver hereof; nor shall any waiver nor any single or partial exercise on the part of any party of any right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

12. Governing Law and Venue. This Agreement has been executed and delivered, and shall be interpreted, construed, and enforced, pursuant to and in accordance with the laws of the State of Florida.

13. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements between the parties relating hereto. Neither this Agreement nor any provision hereof may be changed, discharged, or terminated orally, except by a statement in writing signed by both parties.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each counterpart may consist of two copies hereof, each signed by one of the parties hereto. The execution of this Agreement may be by actual, electronic, or facsimile signature.

15. Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Mutual Warranty of Authority. By agreeing to the terms and conditions hereof, the signatory hereof represents and warrants that he or she has the full power and authority to act on behalf of both the Provider and District, and they have the full power and authority, to enter and agree to these terms and conditions.

17. Non-Discrimination. Provider and District agree that neither will discriminate against any individual on the basis of age, sex, sexual orientation, gender identity race, creed, color, religious belief, national origin, disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a disabled veteran or veteran of the Vietnam era, and that the Provider agrees to comply with all non-discriminatory laws, rules, policies, and procedures that the District promulgates or to which the District is subject

IN WITNESS WHEREOF, the Provider and the District have executed this Agreement as of the date and year first above written.

PROVIDER:

MAXVAX, LLC

By: Jeff Lott
Its: President

DISTRICT:

Manatee COUNTY SCHOOL DISTRICT

By: James Golden
Its: Board Chair

By: Cynthia Saunders
Its: Superintendent

AGENDA ITEM NO. 7.5

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Renew the Contract Between Easter Seals Southwest Florida, Inc. and the School District of Manatee County, Florida for the 2022-2023 School Year

Executive Summary
Easter Seals Southwest Florida, Inc. provides services to children and adults with disabilities and other special needs, and support to their families. The School District of Manatee County contracts with Easter Seals Southwest Florida, Inc. for educational services. The District also provides support for screening to determine if the use of assistive technology devices and specialized equipment is necessary for any exceptional student being served in the educational program.

The contract renewal will allow the School District of Manatee County and Easter Seals Southwest Florida, Inc. to continue to provide educational instruction, employability skills, career awareness, and screening support for assistive technology devices to students enrolled in the program, ensuring that all children will have an opportunity or a quality learning experience.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval to renew the contract between Easter Seals Southwest Florida, Inc. and the School District of Manatee County, Florida for the 2022-2023 School Year.

Financial Impact
The School District of Manatee County will reimburse Easter Seals Southwest Florida, Inc. 95 percent of the weighted Full Time Equivalency (FTE) based upon FTE generated during the 2022-2023 school year. Students receiving services from the agency generate state funds through the Florida Education Finance Program (FEFP) and Supplemental Academic Instructional (SAI). There are no matching requirements.

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

Attachments:
2022-2023 Easter Seals Contract
Easter Seals Certificate of Liability
e-Verify

AGREEMENT BETWEEN
EASTER SEALS SOUTHWEST FLORIDA, INC.
AND
THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
For 2022-2023 School Year

This Agreement is entered into by and between EASTER SEALS SOUTHWEST FLORIDA, INC., 350 Braden Avenue, Sarasota, Florida 34243, hereinafter referred to as "the Provider" and/or "Easter Seals" and THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereafter referred to as the "DISTRICT", on this 10th day of August 2022, and shall be in effect for the entire 2022-2023 school year.

I. The Provider agrees:

ADMINISTRATION

A. To provide an educational program in accordance with this agreement for students ages 14 - 22 with complex disabilities.

B. To provide an educational program for exceptional education students that will also include community awareness, skill training, and work experience.

C. To designate a staff member to be responsible for the administration of the contract and for the supervision of the educational program.

D. To have written procedures for admission, dismissal, and separation of students.

E. To have a written philosophy, curriculum and methodology for each special program to be provided to each student placed under this contract.

F. To provide classroom space, furniture and equipment for the teachers and students participating in the school program.

G. To provide and continually maintain a safe and secure learning environment for all students who enter under this contract.

H. To require each child who is entitled to initial admittance to any school in this state to present certification of a school-entry health examination performed within one (1) year prior to enrollment in school. Each child should also present or have on file certification of immunization for the prevention of those communicable diseases for which immunization is required by the Department of Health.

I. To maintain health records on each student. Where appropriate, schools should use forms approved and provided by the Department of Health. These records become a part of each student's permanent record, to be transferred when the student transfers, is promoted, or changes schools.

J. To provide an opportunity for meals/lunch for all students.

K. To ensure Provider's and its personnel's full compliance with Section 1012.465-1012.467, Florida Statutes (the "Jessica Lunsford Act") and at a minimum ensure that any of Provider's personnel performing under this agreement who are permitted access on school grounds when students are present have been Level 2 screened as set forth in Section 1012.32 Florida Statutes. Provider further agrees to indemnify and hold harmless the District for any claims, causes of action, damages, fees (including attorney's fees), or costs that may result from Provider's breach of this section.

EDUCATIONAL PROGRAM

A. That the program is staffed by professionally qualified instructional personnel as required by Florida Statute and State District Rules, that have all required endorsements, including the reading endorsement for Tier 3 interventions.

B. Teachers shall also possess or be in the process of obtaining English for Speakers of other Languages (ESOL) endorsement as required by Florida Statute and State District Rules. Documentation must be provided concerning what is being done to meet the ESOL requirement on an annual basis.

C. To require all teachers with temporary certification to participate in the district's certification program, or another comparable certification program. The Provider, or teacher participant will pay for the cost of participation.

D. To provide documentation that teachers with temporary certification have applied for certification including a timeline for steps being taken to obtain professional certification.

E. To require that all staff be fingerprinted and processed by the District and the Federal Bureau of Investigation for criminal background checks as required under the Jessica Lunsford Act. Any subsequent arrests should be reported to any site administrator and the school district.

F. That a personnel file shall be maintained on each employee documenting the qualifications of personnel: resume, transcripts, letters of reference, certification (if applicable). Copies of documents should be sent to Human Resources to be maintained in a district file.

G. That the instructional day and year is consistent with statutes, taking into account the number of school hours or school days provided the student by the district. There should be six (6) hours of instruction daily with one (1) hour for planning for instructional staff. That Tier 3 interventions will be held as required by Statute and delivered to students either by a reading endorsed or reading certified teacher.

H. That the instructional program shall meet the requirements of the Florida Statutes and include curricular offerings consistent with the Florida Course Code Directory. Teacher assignments will be determined as prescribed by course codes and the specified area(s) of certification, including Exceptional Student Education (ESE) certification.

I. To notify parents in writing when a teacher is teaching out of his/her area of

certification. This notification can be in the form of individual letters or appear as a notice in the Provider's newsletter. Copies of this notification should be sent to The Office of Innovative Programs and Parental Options.

J. That instruction shall be delivered through a variety of instructional techniques to address students' academic levels and learning styles based on entry assessments and past records.

K. That all teachers shall be responsible for the planning, development, and delivery of standards-based instructional activities aligned to the Sunshine State Standards.

L. To document the provision of ESE services, including obtaining, reviewing and determining whether the current Individual Education Plan (IBP) is appropriate. An IBP meeting will be convened as soon as possible if the current IBP cannot be implemented as written.

M. To develop plans under Section 504 of the Rehabilitation Act of 1973 for eligible students with disabilities, individual plans for limited English proficient students, and Academic Improvement Plans (AIPs) for non-ESE students according to Florida Statute that includes specific individualized long-term goals and short-term instructional objectives for reading, writing, mathematics, and science. The plan should also identify diagnostic assessments, intervention strategies, progress updates, and a schedule for determining progress toward achieving goals and objectives of the plans mentioned above.

N. To ensure that AIPs and IBPs are used by all instructional personnel to assist in providing individualized instruction and educational services to students, regardless of the content area they are teaching.

O. To provide special education services to students in accordance with the student's IEP as governed by IDEA.

P. To provide Speech, Physical and/or Occupational Therapy as defined in the student's IBP.

RECORDS AND REPORTS

A. To maintain students records in a manner and form prescribed by the S choo1 District and School District, the State of Florida, and federal agencies. Data required to participate in the Florida Education Finance Program (FEFP), including the documentation for special programs such as Exceptional Student Education (ESE). These records must be retained for a period of three (3) years beyond the final payments and all other pending matters are closed. Failure to maintain accurate records required for an audit may result in forfeiture of earned FTE payments.

B. To request and document requests for all student educational records, transcripts, withdrawal forms, and ESE records, including Individual Education Plans (IEPs), on the date of student entry to the program.

C. To provide monthly reports of the non-attendance of students to the office of the designated district contract supervisor in accordance with Florida Department of Education, Florida Education Finance Program (FEFP) guidelines. This attendance report should accompany the monthly voucher.

D. To report to the county health department director or administrator annual reports of compliance with the provisions of school health examinations and immunizations.

E. To be responsible for all Florida Department of Education and the district reports, reporting student academic progress to parents in the appropriate home language according to the requirements in statute and for communication with the students' home schools when necessary.

F. To accurately maintain student data on the district's student information system.

G. To comply with the district's procedures to protect the confidentiality of student records and information and assures it will provide the parent, or the student if beyond the age eighteen (18) the right of access, copies, amendments and hearings.

H. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008 Easter Seals agrees to comply with the school District's procedures to protect the confidentiality of student records and information, including all Federal and State Law, and assures it will provide the parent, or the student if beyond the age eighteen (18) the right of access, copies, amendments and hearings. Personally, identifiable records or reports of a pupil or student, and any personal information contained therein are confidential. Release of the above- mentioned reports, records, or information requires the written consent of the student or student's parent or guardian.

MANAGEMENT

A. To provide written assurance that the school will comply with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

B. To not discriminate on matters related to race, sex, handicap, age, marital status, or national origin.

C. To develop written policies concerning the care of students in emergencies, clinical and administrative records, and insurance coverage.

D. Easter Seals shall indemnify, defend and hold the District, its employees and agents harmless for all claims, suits, judgments or damages, including court costs and attorney fees, arising out of or in the course of its provision of the services called for in this contract, and shall secure and maintain in force liability insurance in the amount of $1,000,000.00 to provide such indemnification. Within ten (10) days of the date of this contract, the Provider shall supply the appropriate insurance certification listing the District as an additional insured and proof of Workers' Compensation coverage.

E. To grant access by the School District, the Florida Department of Education, the Auditor General's Office, the appropriate federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts, and transcriptions.

F. To provide a budget reflecting the anticipated revenue and expenditures, a mid-year financial report and a copy of the certified annual audit. For agencies with ongoing contracts, the initial financial statement will not be required.

II. The District Agrees:

A. To reimburse the Provider for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the official FTE survey weeks conducted by the Florida Department of Education. The number of FTE will be adjusted in accordance with any adjustment made by the Florida State Legislature or the Florida Department of Education. The District will also pay the Provider its proportional share of federal funding for eligible students. It is further understood by the District and the Provider that if there is a loss of funding because of the District exceeding the cap on any area of the FTE, there will be a proportional decrease in funding to the Provider.

B. To provide screening to determine if the use of Assistive technology devices and other specialized equipment is necessary for an exceptional student to benefit from education.

C. To provide the initial diagnostic and evaluation services for an exceptional student. Any further evaluations will be the responsibility of the provider.

III. The Provider and The District Mutually Agree:

A. That the staff of the District will be permitted to review the program provided by the Provider and confers with its staff at reasonable times. Further, the District and the Provider agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of the contract.

B. That unforeseen questions or any problems arising during the administration of the contract between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing, which shall then be attached to and made part of this contract as a clarifying interpretation.

C. That this contract shall become effective August 10, 2022 and terminate June 30, 2023, or by ninety (90) days written notice by either party.

D. The School District of Manatee County, Florida does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age, in the operation of the school district or in the provision of services regulatory rules, excepting Florida laws regarding choice of law. Any action brought to enforce this agreement shall be brought exclusively before the appropriate court in and for Manatee County, Florida.

E. This contract may be modified subject to revenue shortfall which reduces District funding. This modification shall be proportionate to the District's reduction.

F. 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.

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

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

H. Easter Seals shall comply with Florida's Public Records Law including:
   a) Keeping and maintain public records that ordinarily and necessarily would be required by the district in order to perform the service;
   b) Providing the public with access to public records on the same terms and conditions that the district would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
   c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
   d) Meeting all requirements for retaining public records and transfer, at no cost, to the district all public records in possession of Easter Seals upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt or confidential from public records disclosure.

I. This agreement is contingent upon all participants and individuals that administer or participate in the program to follow all School District of Manatee County's COVID-19 protocols.

IV. Food Service Agreement

A. Any and all separate contract for Food Services is unaffected by this Amendment and will remain in full force and effect. The School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal and expiration.

V. Transportation Agreement

A. The School District of Manatee County will not be transporting students for the contracted site. The contracted site is solely responsible for the transportation of students.

VI. Compliance with Jessica Lunsford Act

A. Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements, the person shall be immediately suspended from working in thatcapacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go onschool grounds when students are present, must agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with this requirement.

VII. Sovereign Immunity:

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

VIII. E-VERIFY

A. **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.

Contractor E-Verify Number: _____

IX. Termination

A. Termination for Cause-The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

B. Termination for Convenience-Termination of this contract in whole or in part may be made by School District of Manatee County when the District determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when District approval is not required and subject to District approval when required.

X. Entire Agreement

A. 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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

EASTER SEALS SOUTHWEST FLORIDA, INC.

Tom Waters, President & CEO — July 27, 2022 Date

SCHOOL BOARD OF MANATEE COUNTY

Cynthia Saunders, Superintendent — Date

Rev. James Golden, Board Chair — Date

Approved as to form

Mitchell Teitelbaum, General Counsel — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2022

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

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

PRODUCER Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 941-366-8424 **FAX (A/C, No):** 941-552-4099 **E-MAIL ADDRESS:** atlas247@atlasinsuranceagency.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Alliance of Non-Profits for In **INSURER B :** Accident Fund Insurance Company of America 10166 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED EASTSEA-01 Easter Seals Southwest Florida Inc 1990 Main Street Suite 801 Sarasota FL 34236	

COVERAGES **CERTIFICATE NUMBER:** 817400487 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			202242145	2/1/2022	2/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			202242145	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			202242145	2/1/2022	2/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		100017442	5/1/2022	5/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			202242145	2/1/2022	2/1/2023	Per Occurrence Aggregate	$1,000,000 $3,000,000

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

Coverage is subject to policy forms, conditions & exclusions.

CERTIFICATE HOLDER

School District of Manatee County
215 Manatee Avenue West
Bradenton FL 34205

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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Employment Eligibility Verification ("E-VERIFY")

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: 661840

Signature of Contractor's Authorized Official

PATRICK RYAN, COO CANTERBURY

Name and Title of Contractor's Authorized Official

5/10/21

Date

AGENDA ITEM NO. 7.6

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Renew the Contract Between Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development and the School District of Manatee County, Florida for the 2022-2023 School Year

Executive Summary
Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development is a specialized facility serving students with disabilities ages 3-5. The facility provides services to students eligible for Exceptional Student Education services as determined by Manatee County Schools. The services provided are specific to the needs of the individual students and may include education, speech/language therapies, behavioral, occupational/physical therapies, and health needs.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval to renew the contract between Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development and the School District of Manatee County, Florida for the 2022-2023 School Year.

Financial Impact
The School District of Manatee County will reimburse Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development 95 percent of the weighted Full Time Equivalency (FTE) based upon FTE generated during the 2022-2023 school year. The maximum number of full-time equivalent students to be funded under this agreement is forty (40). 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: Nicole Cox

Attachments:
2022-2023 Easter Seals The Lily School Agreement
2022-2023 Certificate of Liability
e-Verify

AGREEMENT BETWEEN EASTER SEALS SOUTHWEST FLORIDA, INC.
D/B/A THE LILY SCHOOL FOR CHILD DEVELOPMENT
AND
THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
For 2022-2023 School Year

This contract is entered into by and between Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development, hereinafter referred to as "the Provider" and/or "The Lily School for Child Development" and THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereafter referred to as "the DISTRICT", on this 10th day of August 2022, and shall be in effect for the entire 2022-2023 school year.

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide Exceptional Student Education Services, hereinafter referred to as "ESE Services" for students who have met the following criteria:

1. The student is a resident of Manatee County, Florida and is now enrolled in or has made an application for enrollment in the Manatee County School District.
2. The student has been appropriately classified as an exceptional student ("ESE student") by the Manatee County School District in compliance with state statutes and all pertinent state and local school district rules and criteria.
3. An Individualized Educational Plan ("IEP") has been established for the ESE student based on assessment results which indicate specific education and developmental needs, and such a plan is developed by the ESE student's parents or legal guardians and the District.

I. **The DISTRICT agrees:**

A. It shall provide consultation from the ESE staff upon request from THE LILY SCHOOL FOR CHILD DEVELOPMENT staff.

B. It shall provide evaluation and transition planning for ESE students aged 3-5 preparing to articulate from THE LILY SCHOOL FOR CHILD DEVELOPMENT into the Manatee County School District educational programs.

II. **THE LILY SCHOOL FOR CHILD DEVELOPMENT agrees:**

A. It will provide Supplemental Educational Services to identified and eligible ESE students serviced at THE LILY SCHOOL FOR CHILD DEVELOPMENT. These services may include transportation, occupational therapy, physical therapy, and language/speech therapy.

B. It shall provide developmentally appropriate education services to ESE students aged 3-5 at THE LILY SCHOOL FOR CHILD DEVELOPMENT. A schedule for ESE services shall be provided upon request to the District, including Tier 3 interventions by teachers possessing either a valid reading endorsement or reading certification.

C. It shall assure that, pursuant to Section 1012.55, Florida Statues, each person who is

employed and renders instructional services as a teacher shall hold a valid substitute, part-time, temporary, or professional Florida Teaching Certificate or shall be properly appointed by THE LILY SCHOOL FOR CHILD DEVELOPMENT as a non-certified instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. THE LILY SCHOOL FOR CHILD DEVELOPMENT shall provide written notification to the District of all persons appointed as non-certificated instructional staff. That personnel delivering Tier 3 interventions will either hold a valid reading endorsement or reading certification.

D. It assures that each of its employees assigned hereunder will undergo a Level II Background Check as required by the Jessica Lunsford Act and that each employee has been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. Any employee assigned hereunder must meet all screening requirements as described in Section 1012.32, Florida Statues. The results of all such background investigation and fingerprinting, and any updated information disclosing subsequent criminal activity, shall be immediately reported in writing to the Superintendent of Schools.

E. It shall provide space with furnishings for educational classes and will provide equipment necessary for each class. Final determination as to the need for equipment and furniture shall rest with THE LILY SCHOOL FOR CHILD DEVELOPMENT.

F. It shall provide a monthly attendance record of ESE students to the District. In addition, a report relating to student progress on meeting IEP goals shall be submitted to the District at least quarterly for each ESE student. Copies of such progress reports shall be maintained in each student's educational record.

G. It shall conduct meetings as necessary to review and revise each ESE student's IEP. THE LILY SCHOOL FOR CHILD DEVELOPMENT shall not make any changes to the IEP unless the District has authorized the changes. The ESE student's parent or legal guardian and the District or its representative shall be involved in all decisions regarding the ESE student's IEP and shall agree to any proposed changes prior to those changes being made. The District shall have responsibility for compliance with State Board Rules.

H. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008 THE LILY SCHOOL FOR CHILD DEVELOPMENT agrees to comply with the school district's procedures to protect the confidentiality of student records and information, including all Federal and State Law, and assures it will provide the parent, or the student if beyond the age eighteen (18) the right of access, copies, amendments and hearings. Personally, identifiable records or reports of a pupil or student, and any personal information contained therein are confidential. Release of the above-mentioned reports, records, or information requires the written consent of the student or student's parent or guardian.

III. **Both Parties agree:**

A. THE LILY SCHOOL FOR CHILD DEVELOPMENT shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by THE LILY SCHOOL FOR CHILD DEVELOPMENT. THE DISTRICT may report THE LILY SCHOOL FOR CHILD DEVELOPMENT and a LILY SCHOOL FOR CHILD DEVELOPMENT employee that is deemed by THE DISTRICT to be performing in a manner incompatible with the provisions of an adequate educational program to ESE students.

B. Staff of the DISTRICT shall be permitted to review the program provided by THE LILY SCHOOL FOR CHILD DEVELOPMENT including the IBP, evaluation reports and progress reports, and may confer with THE LILY SCHOOL FOR CHILD DEVELOPMENT staff at reasonable times, as agreed upon by both parties.

C. Upon request, THE LILY SCHOOL FOR CHILD DEVELOPMENT shall provide the State Board of Education, Bureau of Exceptional Education and Student Services, with ESE students' attendance and IBP information.

D. To reimburse THE LILY SCHOOL FOR CHILD DEVELOPMENT for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the official FIE survey weeks conducted by the Florida Department of Education. The number of FTE will be adjusted in accordance with any adjustment made by the Florida State Legislature or the Florida Department of Education. The maximum number of full- time equivalent students to be funded under this agreement is Forty (40) FTEs based on provision of documentation of internal review. Payments for August through December will be made on the basis of an estimate of the FTE account. Payments for January through March will be adjusted in accordance with actual July and actual October FTE count and an estimate for the February and June count. The payments for April through June will be based on the actual counts for July, October and February and an estimated June count. It is further understood by the Board and the Provider that if there is a loss of funding because of the district exceeding the cap on any area of the FTE there will be a proportional decrease in funding to the Provider. Extended School Year (ESY) services may be provided by Easter Seals Southwest Florida, Inc. D/B/Al The Lily School for Child Development PRESCHOOL if mutually agreed to by The Lily School for Child Development and THE DISTRICT. Dates of ESY services and reimbursement rates shall be agreed to by both parties prior to the initiation of any such services

E. Other than the payment described in Section 3, item (D) above, this Contract is not intended to provide any mechanisms by which monies are paid or received from either party for the fulfillment of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment for those services. This contract is intended to set forth the agreement between the parties by which the delivery of ESE Services to students aged 3-5 may be provided at THE LILY SCHOOL FOR CHILD DEVELOPMENT.

F. During the term of this Contract, THE LILY SCHOOL FOR CHILD DEVELOPMENT shall maintain public liability and professional insurance coverage in at least the following amounts: ONE MILLION DOLLARS ($1,000,000) per person; THREE

MILLION DOLLARS ($3,000,000) per occurrence; and as evidence of such insurance coverage THE LILY SCHOOL FOR CHILD DEVELOPMENT shall furnish THE DISTRICT with a Certification of insurance prior to commencing any services under this contract.

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

H. EASTER SEALS SOUTHWEST FLORIDA, INC. /b/a The Lily School for Child Development shall hold harmless, indemnify, and defend the DISTRICT, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the DISTRICT, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Contract. Nothing is this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of the DISTRICT, or to affect, limit, or reduce the protection from suit afforded to the School District under Florida law. This provision shall survive termination of this Contract and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

IV. Other Provisions:

A. Any additions, changes, deletions, or modifications to this Contract must be agreed to in writing by both parties.

B. Any disputed relation to implementation of the provisions of this Contract may be resolved by informal meetings and/or conferences between the District, Director of Exceptional Student Education or his/her designee and the appropriate representative(s) of THE LILY SCHOOL FOR CHILD DEVELOPMENT.

C. The Contract shall commence August 10, 2022, and shall terminate June 30, 2023, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice.

D. Any notice given pursuant to this Contract shall be made to THE LILY SCHOOL FOR CHILD DEVELOPMENT to the attention of the Executive Director at 350 Braden Avenue, Sarasota, FL 34243, and to the DISTRICT to the attention of the Director of Exceptional Student Education at 2501 63rd Avenue East, Bradenton, FL 34203.

E. THE LILY SCHOOL FOR CHILD DEVELOPMENT and the DISTRICT mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1974 and Section 504 of the Rehabilitative Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract

shall be in County or Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida.

G. THE LILY SCHOOL FOR CHILD DEVELOPMENT shall comply with Florida's Public Records Law including:

a) Keeping and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service.

b) Providing the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meeting all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of THE LILY SCHOOL FOR CHILD DEVELOPMENT upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential-and exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the School District. in a format that is compatible with the information technology systems of the District.

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

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

V. **Food Service Agreement**

A. Any and all separate contract for Food Services is unaffected by this Amendment and will remain in full force and effect. The School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal, and expiration.

VI. **Transportation Agreement**

A. The School District of Manatee County will not be transporting students for the contracted site. The contracted site is solely responsible for the transportation of students.

VII. Compliance with Jessica Lunsford Act

A. Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements, the person shall be immediately suspended from working in thatcapacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go onschool grounds when students are present, must agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with this requirement.

VIII. Sovereign Immunity

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

IX. E-VERIFY

A. **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.

Contractor E-Verify Number: _____

X. Termination

A. Termination for Cause-The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

B. Termination for Convenience-Termination of this contract in whole or in part may be made by School District of Manatee County when the District determines that the

continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when District approval is not required and subject to District approval when required.

XI. **Entire Agreement**

A. 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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

EASTER SEALS SOUTHWEST FLORIDA, INC. D/B/A THE LILY SCHOOL FOR CHILD DEVELOPMENT

Easter Seals of Southwest Florida, Inc., d/b/a
The Lily School for Child Development, Director

7/27/22
Date

SCHOOL BOARD OF MANATEE COUNTY

Cynthia Saunders, Superintendent — Date

Rev. James Golden, Board Chair — Date

Approved as to form

Mitchell Teitelbaum, General Counsel — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2022

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

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

PRODUCER Atlas Insurance Agency 7120 Beneva Road Sarasota FL 34238	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 941-366-8424 **FAX (A/C, No):** 941-552-4099 **E-MAIL ADDRESS:** atlas247@atlasinsuranceagency.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Alliance of Non-Profits for In **INSURER B :** Accident Fund Insurance Company of America — 10166 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED EASTSEA-01 Easter Seals Southwest Florida Inc 1990 Main Street Suite 801 Sarasota FL 34236	

COVERAGES **CERTIFICATE NUMBER:** 817400487 **REVISION NUMBER:**

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A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			202242145	2/1/2022	2/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
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Coverage is subject to policy forms, conditions & exclusions.

CERTIFICATE HOLDER

School District of Manatee County
215 Manatee Avenue West
Bradenton FL 34205

CANCELLATION

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AUTHORIZED REPRESENTATIVE



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

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

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

CONTRACTOR E-VERIFY NUMBER: 660840

Signature of Contractor's Authorized Official

Brittany Bryant

Name and Title of Contractor's Authorized Official

Director - The Lily School for child Development

Date

AGENDA ITEM NO. 7.7

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Renew the Contract Between Pinnacle Academy, Inc. and the School District of Manatee County, Florida for the 2022-2023 School Year

Executive Summary
Pinnacle Academy, Inc. provides services to children with disabilities and other special needs, and support to their families. The School District contracts with Pinnacle Academy, Inc. for educational services.

In the past, the School District has contracted with Pinnacle Academy, Inc. for the purpose of educating students with special needs including students with a diagnosis of autism. The maximum number of full-time equivalent students to be funded under this agreement is twenty (20) students, ensuring that all children will have an opportunity for a quality learning experience.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval to renew the contract between Pinnacle Academy, Inc. and the School District of Manatee County, Florida for the 2022-2023 school year.

Financial Impact
The District will reimburse Pinnacle Academy, Inc. 95 percent of the weighted full-time equivalency (FTE) based upon FTE generated during the 2022-2023 school year. The maximum number of full-time equivalent students to be funded under this agreement is twenty (20). Students receiving services from the agency generate state funds through the Florida Education Finance Program (FEFP) and Supplemental Academic Instructional (SAI). There are no matching requirements.

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

Attachments:
Pinnacle Agreement 22-23 updated 7.27.22

AGREEMENT BETWEEN
PINNACLE ACADEMY, INC.
AND
THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
FOR THE 2022-2023 SCHOOL YEAR

This contract is entered into by and between PINNACLE ACADEMY, INC., 6215 Lorraine Road, Bradenton, Florida 34202, hereinafter referred to as "the Provider" and/or "Pinnacle", and THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA, whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereafter referred to as "the DISTRICT", on this 10th day of August 2022, and shall be in effect until June 30, 2023.

I. The Provider Agrees:

ADMINISTRATION

A. To provide an educational program in accordance with this agreement for students ages 2 through 18 with complex disabilities. No additional tuition or charges may be charged to or paid by parents enrolling students in Pinnacle Academy under the terms of this contract.

B. To provide an educational program for exceptional education students that will also include community awareness, skill training, and work experience.

C. To designate a staff member to be responsible for the administration of the contract and for the supervision of the educational program.

D. To have written procedures for admission, dismissal, and separation of students.

E. To require each child who is entitled to initial admittance to any school in this state to present certification of a school-entry health examination performed within one (1) year prior to enrollment in school. Each child should also present or have on file a certification of immunization for the prevention of those communicable diseases for which immunization is required by the Department of Health.

F. To provide for appropriate screening of students for scoliosis at the proper age.

G. To maintain health records on each student. Where appropriate, schools should use forms approved and provided by the Department of Health. These records become a part of each student's permanent record, to be transferred when the student transfers, is promoted, or changes schools.

H. To have a written philosophy, curriculum and methodology for each special program to be provided to each student placed under this contract.

I. To provide classroom space, furniture and equipment for the teachers and students participating in the school program.

J. To provide and continually maintain a safe and secure learning environment for all students who enter under this contract.

EDUCATIONAL PROGRAM

A. That the program is staffed by professionally qualified instructional personnel as required by

Florida Statute and State District Rules.

B. Teachers shall also possess or be in the process of obtaining English for Speakers of other Languages (ESOL) endorsement as required by Florida Statutes and State District Rules. Documentation must be provided concerning what is being done to meet the ESOL requirement on an annual basis.

C. To require all teachers with temporary certification to participate in the school district's certification program, or another comparable certification program. The Provider, or teacher participant will pay for the cost of participation.

D. To provide documentation that teachers with temporary certification have applied for certification including a timeline for steps being taken to obtain professional certification.

E. To notify parents in writing when a teacher is teaching out of his/her area of certification. This notification can be in the form of individual letters or appear as a notice in the Provider's newsletter. Copies of this notification should be sent to The Office of Innovative Programs and Parental Options.

F. To require that all staff be fingerprinted and processed by the sch o o l district and the Federal Bureau of Investigation for criminal background checks. Any subsequent arrests should be reported to any site administrator and the school district.

G. That a personnel file shall be maintained on each employee documenting the qualifications of personnel. Copies of documents should be sent to Human Resources to be maintained in a school district file.

H. That the instructional day and year is consistent with statutes, taking into account the number of school hours or school days provided the student by the school district. There should be five and one half (5.5) hours of instruction daily with one (1) hour for planning for instructional staff.

I. That the instructional program shall meet the requirements of the Florida Statutes and include curricular offerings consistent with the Florida Course Code Directory. Teacher assignments will be determined as prescribed by course codes and the specified area(s) of certification, including Exceptional Student Education (ESE) certification.

J. That instruction shall be delivered through a variety of instructional techniques to address students' academic levels and learning styles based on entry assessments and past records.

K. That all teachers shall be responsible for the planning, development, and delivery of standards-based instructional activities aligned to the Sunshine State Standards.

L. To document the provision of ESE services, including obtaining, reviewing, and determining whether the current Individual Education Plan (IEP) is appropriate. An IEP meeting will be convened as soon as possible if the current IEP cannot be implemented as written.

M. To develop plans under Section 504 of the Rehabilitation Act of 1973 for eligible students with disabilities, individual plans for limited English proficient students, and Academic Improvement Plans (AIPs) for non-ESE students according to Florida Statute that includes specific individualized long-term goals and short-term instructional objectives for reading, writing, mathematics, and science. The plan should also identify diagnostic assessments, intervention strategies, progress updates, and a schedule for determining progress toward achieving goals and objectives of the plans mentioned above.

N. To ensure that AIPs and IEPs are used by all instructional personnel to assist in providing individualized instruction and educational services to students, regardless of the content area they are teaching.

O. To provide special education services to students in accordance with the student's IBP as governed by IDEA.

P. The school shall provide all information required by the Florida Department of Education for each speech/language pathologist assigned to work with students in the Manatee District Schools. Note that the information required to be reported to DOE to earn FTE may change from time to time.

RECORDS AND REPORTS

A. To maintain students records in a manner and form prescribed by the District, the State of Florida, and federal agencies. Records shall include data required to participate in the Florida Education Finance Program (FEFP), including the documentation for special programs such as Exceptional Student Education (ESE). These records must be retained for a period of three (3) years beyond the final payments and after all other pending matters are closed. Failure to maintain accurate records required for an audit may result in forfeiture of earned FTE payments.

B. To request and document requests for all student educational records, transcripts, withdrawal forms, and ESE records, including Individual Education Plans (IEPs), on the date of student entry to the program.

C. To provide monthly reports of the non-attendance of students to the office of the designated school district contract supervisor in accordance with Florida Department of Education, Florida Education Finance Program (FEFP) guidelines. This attendance report should accompany the monthly voucher.

D. To report to the county health department director or administrator annual reports of compliance with the provisions of school health examinations and immunizations.

E. To be responsible for all Florida Department of Education and the school district reports, reporting student academic progress to parents in the appropriate home language according to the requirements in statute and for communication with the students' home schools when necessary.

F. To accurately maintain student data on the school district's student information system.

G. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008 Pinnacle agrees to comply with the school district's procedures to protect the confidentiality of student records and information, including all Federal and State Law, and assures it will provide the parent, or the student if beyond the age eighteen (18) the right of access, copies, amendments and hearings. Personally, identifiable records or reports of a pupil or student, and any personal information contained therein are confidential. Release of the above-mentioned reports, records, or information requires the written consent of the student or student's parent or guardian.

H. To submit monthly cost reports to the school district to account for expenditures of all state, local, and federal funds.

I. To maintain and supply to the school district upon reasonable demand sufficient records to demonstrate full compliance with Section 1012.465-1012.467, Florida Statutes (the "Jessica Lunsford Act") throughout the term of this agreement and at a minimum indicating that any of Provider's personnel performing under this agreement who are or were permitted access on school grounds when students are present during the term of this agreement have been Level 2 screened as set forth in Section I 012.32 Florida Statutes.

MANAGEMENT

A. To provide written assurance that the school will comply with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.

B. To not discriminate on matters related to race, sex, handicap, age, marital status, or national origin.

C. To develop written policies concerning the care of students in emergencies, clinical and administrative records, and insurance coverage.

D. Pinnacle agrees to defend indemnify and hold harmless the School District, School District, their agents, employees, officers and District Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract Pinnacle will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School District, their District Members and School District Employees as an additional insured. To the extent applicable Pinnacle 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.

E. To grant access by the School District, the Florida Department of Education, the Auditor General's Office, the appropriate federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts, and transcriptions.

F. To provide a budget reflecting the anticipated revenue and expenditures, a mid-year financial report and a copy of the certified annual audit. For agencies with ongoing contracts, the initial financial statement will not be required.

II. The District Agrees:

A. To reimburse the Provider for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible Enrolled in the program during the official FTE survey weeks conducted by the Florida Department of Education. The number of FTE will be adjusted in accordance with any Adjustment made by the Florida State Legislature or the Florida Department of Education. The maximum number of full-time equivalent students to be funded under this agreement Is TWENTY (20) students.

Payment for August through December will be made on the Basis of an estimate of the FTE count. Payments for January through March will be Adjusted in accordance with actual July and actual October FTE count and an estimate For the February and June count. The payments for April through June will be based on the actual count for July, October and February and an estimated June count. In Addition, the District will also pay the Provider its proportional share of allocations for Supplemental Academic Instructional (SAI) funding, the Exceptional Student Education Guaranteed Allocation, Instructional Materials, Public School Technology, including transportation for students reported for transportation funding in the October and February FTE Counts. The District will also pay the Provider its proportional share of federal funding for eligible students. It is further understood by the District and the Provider that if there is a loss of funding because of the district exceeding the cap on any area of the FTE, there will be a proportional decrease in funding to the Provider.

B. In the event that a student is disenrolled for any reason after a funding count for which Pinnacle Academy has received funding and, subsequently, during the same funding period that student is replaced with another student who has the same or lower Matrix number, then the new student shall be enrolled, but payment for this student's services shall be considered as having been paid in full. In the instance where the Matrix lower Matrix number and the new student's higher Matrix number only.

C. To not seek recovery or repayment from the Provider based on the results of the district's FTE audit for students that were determined to be inappropriately classified or inadequately documented through no fault of the Provider. It is the Provider's responsibility to timely notify the District when the Provider has not received adequate documentation for students that the Provider has contracted to serve.

D. To provide screening to determine if the use of assistive technology devices and other specialized equipment is necessary for an exceptional student to benefit from education.

E. To provide the initial diagnostic and evaluation services for an exceptional student. Any further evaluations will be the responsibility of the Provider.

F. This contract shall apply only to those Manatee County School District students who are accepted and served by the Provider and are not eligible to receive the John M. McKay Scholarship. Once the student meets criteria for the John M. McKay Scholarship, the student will no longer be served under this contract.

III. The Provider and The District Mutually Agree:

A. That the staff of the School District will be permitted to review the program provided by the Provider and confers with its staff at reasonable times. Further, the District and the Provider agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of the contract.

B. That unforeseen questions or any problems arising during the administration of the contract between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing, which shall then be attached to and made part of this contract as a clarifying interpretation.

C. That this contract shall become effective August 10, 2022 and terminate June 30, 2023, or by ninety

D. (90) days written notice by either party.

E. To develop a mutually agreed upon school improvement plan (SIP), as required by statutes. Educational administrators work cooperatively with the staff of the District, program instructional personnel, student, and parents, to create a written SIP. The SIP must be specific to the program.

F. The School District of Manatee County, Florida does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age, in the operation of the school district or in the provision of services.

G. This agreement shall be governed by the laws of the state of F lorida and governing regulatory rules, excepting Florida laws regarding choice of law. Any action brought to enforce this agreement shall be brought exclusively before the appropriate court m and for Manatee County, Florida.

H. This contract may be modified subject to revenue shortfall, which reduces district funding. This modification shall be proportionate to the District's reduction.

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

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

IV. COVID-19:

A. This agreement is contingent upon all participants and individuals that administer or participate in the program to follow all School District of Manatee County's COVID-19 protocols.

V. Food Service Agreement

A. Any and all separate contract for Food Services is unaffected by this Amendment and will remain in full force and effect. The School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal and expiration.

VI. Transportation Agreement

A. The School District of Manatee County will not be transporting students for the contracted site. The contracted site is solely responsible for the transportation of students.

VII. Compliance with Jessica Lunsford Act

A. Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements, the person shall be immediately suspended from working in thatcapacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go onschool grounds when students are present, must agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with this requirement.

VIII. Sovereign Immunity:

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

IX. E-VERIFY

A. **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.

Contractor E-Verify Number: _____

X. Termination

A. Termination for Cause-The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

B. Termination for Convenience-Termination of this contract in whole or in part may be made by School District of Manatee County when the District determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when District approval is not required and subject to District approval when required.

XI. Governing Law

A. 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.

XII. Entire Agreement

A. 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.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

PINNACLE ACADEMY, INC.

_____ _____

Dr. Kirstina Ordetx, Founder/Head of School Date

SCHOOL BOARD OF MANATEE COUNTY

_____ _____

Cynthia Saunders, Superintendent Date

_____ _____

Rev. James Golden, Board Chair Date

Approved as to form

_____ _____

Mitchell Teitelbaum, General Counsel Date

AGENDA ITEM NO. 7.8

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of the School District of Manatee County Mental Health Assistance Allocation Plan for the 2022-2023 School Year, in the Amount of $2,604,859.88

Executive Summary
Senate Bills 7026 and 7030 require Districts to annually develop and submit to the commissioner, a detailed plan outlining the local program and planned expenditures of the Mental Health funds allocated to each school District. The plan must include, at the minimum, all of the following elements:

- A collaborative effort or partnership between the School District and at least one local community program, or agency involved in mental health to provide or to improve prevention, diagnosis, and treatment services for students.
- Programs to assist students in dealing with bullying, trauma, and violence.
- Strategies or programs to reduce the likelihood of at risk students developing social, emotional, or behavioral health problems or substance use disorders.
- Strategies to improve the early identification of social, emotional or behavioral problems or substance use disorders and to improve the provision of early intervention services.
- Strategies to enhance the availability of school based crisis intervention services and appropriate referrals for students.
- Training opportunities for school personnel in the techniques and supports needed to identify students who have trauma histories and who have or at risk of having mental illness, and in the use of referral mechanisms that effectively link such students to appropriate treatment and intervention services in the school and in the community.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Curriculum & Instruction | Goal 3
Establish professional learning systems to advance continuous academic improvements, promote collective responsibility for student achievement, and support alignment of educator goals, school improvement goals, and school district goals by August 2022.

Recommendation
The Superintendent recommends approval of the School District of Manatee County Mental Health Assistance Allocation Plan for the 2022-2023 school year, in the amount of $2,604,859.88.

Financial Impact
The estimated expenditures will be $2,604,859.88 and will be expensed from funds allocated to the District from the mental health allocation.

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

Attachments:
DOE 100A Mental Health Application
2022-23 Mental Health Application

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name: Mental Health Application	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	TAPS NUMBER:	Date Received
B) Name and Address of Eligible Applicant: School District of Manatee County 215 Manatee Avenue West Bradenton, Fl. 34205		Project Number (DOE Assigned)

C) Total Funds Requested:	D) Applicant Contact & Business Information	
2,604,859.88	Contact Name Nicole Cox Fiscal Contact Name Annomette Warvel	Telephone Numbers 941-751-6550 Ext. 43217
DOE USE ONLY Total Approved Project: $	Mailing Address 2501 63rd Ave., E Bradenton, Fl. 34203	E-mail Addresses CoxN@manateeschools net
	Physical/Facility Address 2501 63rd Ave , E. Bradenton, Fl 34203	UEI number XKGXG94KMH65 FEIN number F596000728046

CERTIFICATION

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

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

E) Cynthia Saunders (Jul 29 2022 14.31 EDT)	Superintendent	07/29/2022
Signature of Agency Head	Title	Date
	Pending Board Approval	

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org



2022-23 Mental Health Application

Part I: Youth Mental Health Awareness Training Plan

Part II: Mental Health Assistance Allocation Plan

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Introduction

The purpose of the combined mental health application is to streamline and merge two programs into one application. The Youth Mental Health Awareness Training (YMHAT) Plan and the Mental Health Assistance Allocation (MHAA) Plan are to provide supplemental funding to districts so schools can establish, expand and/or improve mental health care, awareness and training and offer a continuum of services. These allocations are appropriated annually to serve students and families through resources designed to foster quality mentalhealth. This application is separated into two primary sections: Part II includes the YMHAT Plan and Part III includes the MHAA Plan.

Part II. Youth Mental Health Awareness Training Plan

In accordance with section (s.) 1012.584, Florida Statutes (F.S.), the YMHAT Plan allocation is to assist districts with providing an evidence-based youth mental health awareness and assistance training program to help school personnel identify and understand the signs of emotional disturbance, mental illness and substance use disorders, and provide such personnel with the skills to help a person who is developing or experiencing an emotional disturbance, mental health or substance use problem.

Part III. Mental Health Assistance Allocation Plan

In accordance with s. 1011.62, F.S., the MHAA Plan allocation is to assist districts with establishing or expanding school-based mental health care; training educators and other school staff in detecting and responding to mental health issues; and connecting children, youth and families who may experience behavioral health issues with appropriate services.

Submission Process and Deadline

The application must be submitted to the Florida Department of Education (FDOE) by August 1, 2022.

There are two submission options for charter schools (MHAA Plan Only):

- Option 1: District submission includes charter schools in their application.
- Option 2: Charter school(s) submit a separate application from the district.

Part I: Youth Mental Health Awareness Training Plan and Projected Budget

YMHAT Training Plan
YMHAT Objective: provide an evidence-based youth mental health awareness and assistance training program to help school personnel identify and understand the signs of emotional disturbance, mental illness and substance use disorders, and provide such personnel with the skills to help a person who is developing or experiencing an emotional disturbance, mental health or substance use problem.

Currently Trained and Certified
In accordance with House Bill (HB) 1421 (2022), each school district shall submit a report to the Florida Department of Education (FDOE) confirming at least 80 percent of school personnel in elementary, middle, and high schools have received youth mental health awareness training. Additionally, as required in s. 1012.584, F.S., each school safety specialist shall ensure all school personnel within his or her school district receive youth mental health awareness and assistance training.

This report should include the total number and percentage of personnel trained district-wide, and those physically located at the elementary, middle and high schools. As a result, each district will report two sets of numbers:

- District-wide percentage and total number of personnel trained
- School-wide percentage and total number of personnel trained

District Staff

Total # of employees
1,574

Total # of employees trained
738

Total percentage trained
47%

Elementary Schools

Total # of employees
2,006

Total # of employees trained
1,634

Total percentage trained
81%

Middle Schools

Total # of employees
842

Total # of employees trained
674

Total percentage trained
80%

High Schools

Total # of employees
933

Total # of employees trained
922

Total percentage trained
78%

Total Districtwide Personnel

Total # of employees
5,358

Total # of employees trained
3,968

Total percentage trained
78%

As of what date
Monday 7/11/2022

Explain the training goal(s) for the upcoming 2022-2023 school year.

Currently, we have 78 % of our employees trained in Mental Health First Aid. Our goal for this year is to increase the percentage trained to 85%. The training plan for this year is to increase the number of trainers by 15 people. Because there are school sites that have 20 plus people needing to be trained, we will begin training people at their school sites. These trainings will be after school for elementary and high school staff and middle school training will be on Saturdays. Cafeteria and Custodial staff will be trained on in-service days. District support staff will have the option to participate in the training sessions offered monthly during the work day.

Annual Goal

In addition to the percentage listed above, the annual goal for the 2022-2023 school year is to train what percentage of employees?
7%

As of what date
Monday 7/11/2022

Explain the training goal(s) for the next 3-5 years.

1. Ensure new employees are trained within the first six months of their hire date.
2. Regular communication with building principals and assistant principals to engage them in the training process for their employees. Trainings will be offered at multiple sites in increase access for school-based personnel. Weekend training will be offered for school based personnel. District personnel will be offered training monthly.
3. Monitor current employees who need recertification.
4.Stipends will be offered to all personnel who are attending training outside the work day.

What is the procedure for training new personnel to the district?

When MCS employees are hired the human resources department will provide them with a training

schedule. Each new employee will have the first semester of their first year to become certified. Human Resources will notify the Mental health Coordinator of new hires. They will be contacted to ensure they are signed up for their Youth Mental Health First Aid Training.

Explain the district's plan for recertifying staff or maintaining certification of school district personnel.

Recertification for YMHAT is provided through a computer based program. The Mental Health Coordinator will communicate with personnel as their certificates are expiring.

YMHAT Projected Budget

1	**Stipends**		**$35,606.00**
	Budget Narrative	Per Employee	2022-23
	Teacher/staff salaries or 310.34 people. in the form of stipends for training outside of the school day. Training stipend for Manatee County is 15.00 an hour for 6.5 hours per participant = 30,258, 10% retirement = 3030, FICA/social security for stipends = 2318	$116.00	$35,606.00
2	**Employees**		**$0.00**
	Budget Narrative	Per Employee	2022-23
	Trainers to train outside their contracted hours	$0.00	$0.00
3	**Materials**		**$5,604.00**
	Budget Narrative	Per Unit	2022-23
	Certification - virtual /blended Youth mental health First Aid seats -109	$23.95	$2,609.00
	Recertification virtual 100 seats at 29.95	$29.95	$2,995.00
4	**National Council (YMHFA) Training**		**$29,176.00**
	Budget Narrative	Per Employee	2022-23
	Training staff to become trainers- 16 trainers	$1,500.00	$24,000.00
	Trainer salaries in the for of stipends, for 20 personnel who train participate in virtual/ blended You mental health First Aid Training, outside the contact hours/days. Estimated salary 40.00 dollars and hours for 5.5 hours per trainer = 4400.00 10 % retirement 440.00 for staff salaries/stipends , 7.65% FICA/social security for staff salaries/stipends= 336.00.	$258.00	$5,176.00
		Total:	**$70,386.00**

Part II: Mental Health Assistance Allocation Plan

s. 1011.62, F.S.

MHAA Plan Assurances

The District Assures

One hundred percent of state funds are used to establish or expand school-based mental health care; train educators and other school staff in detecting and responding to mental health issues; and connect children, youth and families with appropriate behavioral health services.

Yes

Mental health assistance allocation funds do not supplant other funding sources or increase salaries or provide staff bonuses or incentives.

Yes

Maximizing the use of other sources of funding to provide school-based mental health services (e.g., Medicaid reimbursement, third-party payments and grants).

Yes

Collaboration with FDOE to disseminate mental health information and resources to students and families.

Yes

Includes a system for tracking the number of students at high risk for mental health or co-occurring substance use disorders who received mental health screenings or assessments; the number of students referred to school-based mental health services providers; the number of students referred to community-based mental health services providers; the number of students who received school-based interventions, services or assistance; and the number of students who received community-based interventions, services or assistance.

Yes

Review for compliance the Mental Health Assistance Allocation Plans submitted by Charter Schools who opt out of the District's MHAAP.

Yes

A school board policy or procedure has been established for

Students referred to a school-based or community-based mental health services provider, for mental health screening for the identification of mental health concerns and students at risk for mental health disorders are assessed within 15 calendar days of referral.

Yes

School-based mental health services are initiated within 15 calendar days of identification and assessment.

Yes

Community-based mental health services are initiated within 30 calendar days of referral.

Yes

Individuals living in a household with a student receiving services are provided information about behavioral health services through other delivery systems or payors for which such individuals may qualify if such services appear to be needed or enhancements in those individuals' behavioral health would contribute to the improved well-being of the student.

Yes

District schools and local mobile response teams use the same suicide screening instrument approved by FDOE pursuant to s. 1012.583, F.S., and Rule 6A-40010, Florida Administrative Code.

Yes

Assisting a mental health services provider or a behavioral health provider as described in s. 1011.62, F.S., respectively, or a school resource officer or school safety officer who has completed mental health crisis intervention training in attempting to verbally de-escalate a student's crisis situation before initiating an involuntary examination pursuant to s. 394.463, F.S. Such procedures must include strategies to de-escalate a crisis situation for a student with a developmental disability as that term is defined in s. 393.063, F.S.

Yes

The requirement that in a student crisis situation, the school or law enforcement personnel must make a reasonable attempt to contact a mental health professional who may initiate an involuntary examination pursuant to s. 394.463, F.S., unless the child poses an imminent danger to self or others before initiating an involuntary examination pursuant to s. 394.463, F.S. Such contact may be in person or using telehealth, as defined in s. 456.47, F.S. The mental health professional may be available to the school district either by contracts or interagency agreements with the managing entity, one or more local community behavioral health providers, or the local mobile response team, or be a direct or contracted school district employee. Note: All initiated involuntary examinations located on school grounds, on school transportation or at a school sponsored activity must be documented in the Involuntary Examinations and Restraint and Seclusion (IERS) platform.

Yes

Parents of students receiving services are provided information about other behavioral health services available through the student's school or local community-based behavioral health service providers. Schools may meet this requirement by providing information about and internet addresses for web-based directories or guides for local behavioral health services.

Yes

Planned Outcomes

Identify two specific and measurable goals that will be accomplished within the 2022-23 school year, and specify which component of District Assurance 1.a. directs that goal (refer to the Guidance Tab if needed).

Goal 1.To complete 85% initial training/certification of all certified/non-certified school-based employees and 85% of non-school-based district personnel in Youth mental Health First Aid.

Goal 2 As a tier 1 initiative Monique Burr curriculum will be implemented in 100% of Manatee County Schools in grades 6-12 this school year.

District Program Implementation

Evidence-Based Program	Youth Mental Health First Aid
Tiers of Implementation	Tier 1

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

Youth Mental Health First Aid is a 6.5-hour training that teaches district personnel how to identify, understand and respond to signs of mental illness and substance use disorders in youth. The training gives adults who work with you the skills they need to reach out and provide initial support to children and adolescents (6-18) who may be developing a mental health or substance use problem and help connect them to the appropriate care. The school District of manatee County is in the process of providing all district personnel with this training.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Youth mental health first aid training is provided to all district personnel through virtual, blended and in-person platforms. Trainings are offered throughout the school year dodder the school day and after school hours. Virtual training consists of 2 hours of independent self-paced work with 4 hours of live virtual trainings. Blended training consists of 2 hours of independent self-paced work and 4 hours of in person training, In-person training consists of 6 hours of face-to-face training. Employees sign up for training through the districts professional learning site.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Youth Mental health First Aid: Upon completion of the YMHFA participants will grow in their knowledge off signs and symptoms and at-risk factors f mental illness and addictions, identify multiple types of professional and self-help sources for individuals with a mental health or substance use challenge increase their confidence in and the likelihood to help an individual in distress, show increased mental wellness themselves.

Evidence-Based Program	Monique Burr K-5
Tiers of Implementation	Tier 1

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

MBF Child safety matters is a comprehensive, evidence-based curriculum for elementary school students in grades 1-5. The program educates and empowers children and all relevant adults with information and strategies to prevent, recognize, and respond appropriately to bullying, cyberbullying, all types of abuse, and digital abuse dangers. Facilitator present engaging, interactive PP, lectures, small group discussion, skill practice, videos, and games.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Comprehension program teaches universal safety rules and strategies following the recommendations of polyvictimization research. Students participate in 3 lessons. School counselors will deliver the lessons, or they can be facilitated by manatee Children’s Services. The program is found to be quality and effective in four independent research studies, effective learning strategies and materials, and is developmentally age appropriate.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

By delivering the program to grade level small classroom groups, counselors can begin conrsations with students in the areas discussed in the curriculum. Subsequent tie can be spent with students who would lie/need a smaller group delivery. One on one assistance can be delivered with parent consent.

Evidence-Based Program	Monique Burr 6-12
Tiers of Implementation	Tier 1

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

MBF Teen Safety Matters is a comprehensive, evidence inform prevention education program for middle school students in grades 6-8 and high schools' students in grades 9-12.
The program educates and empowers teens and all relevant adults with information and strategies to prevent, recognize, and respond appropriately to bullying, cyberbullying, all types of abuse, relationship abuse, sex trafficking, and digital danger.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

MBF mental health matters, provided by Monique Burr Foundation for children, are supplemental lessons for MBF Child Safety Matters and AMF Teen safety Matters that address Mental and emotional Health and Substance use and Abuse. The five one-hour courses will be delivered in middle school and high school classrooms. In middle school, the grade level guidance counselors will deliver the lessons during the social studies classroom in 6th and 7th grade. 8th grade content will be delivered in PE. Health Special. High school classrooms will be delivered in multiple content rooms determined by school leadership.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Utilizing this program from K-12 students will have the opportunity to become accustomed to the format of the content as it builds upon itself. students will have an opportunity to communicate with presenters in a classroom, small group or individual setting.

Evidence-Based Program	Teach Town
Tiers of Implementation	Tier 1

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

TeachTown: comprehensive, character- based video-modeling curriculum for students with special needs connects the treatment and progress made in the clinical setting to what children are learning in the school setting. Features include: Structured curriculum to systematically target social behaviors, Fun, animated videos are engaging and teach socially appropriate behaviors, which serve as a positive model for children, Systematic data collection tool which provides automatic reporting and graphing features that can be shared with parents and school staff. This program is available for all Autism Spectrum Disorder (ASD) classrooms

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

TeachTown is a comprehensive, character- based video-modeling curriculum for students with special needs connects the treatment and progress made in the clinical setting to what children are learning in the school setting. K-5 Students with ASD have access to a structured curriculum that systematically target social behaviors, has, animated videos that are engaging and teach socially appropriate behaviors, and serves as a positive model for children. Teachers have access to a Systematic data collection tool which provides automatic reporting and graphing features that can be shared with parents and school staff Students with ASD in grades 1-5 work independently for approximately 20 minutes three times a week on both academic and social skills computer-generated lessons. To reinforce the social emotional lessons, related group social skill lessons are taught weekly feel included?

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

TeachTown: Through the use of TeachTown students with ASD in grades K-5 will learn to cooperate, listen, respect personal space, express emotions appropriately. TeachTown is comprised of five behavioral Domains: Following Rules, Interpersonal Skills, Self-Regulation & Coping, Good Communication, and Friendship. To reduce inappropriate behavior and anxiety by improving students in the classroom and home.

Evidence-Based Program	Check In- Check -Out
Tiers of Implementation	Tier 2

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

Check-In/Check-Out: provides additional support for students who need more support to meet their goals socially, emotionally, and/or academically. CICO gives students a boost and allow them to meet behavioral goals that can lead them back to Tier 1. Check-in/Check-Out intervention forms can be customized to reflect behaviors that need additional focus. Teachers provide feedback to the student on these behaviors throughout the day. Criteria used to identify students for CICO: A student who struggles with Tier 1 goals and behaviors, little to no classwork participation or completion, Poor performance in submitting homework, Lack of participation in class, Poor organizational and/or time management skills, struggles with emotion, focus, attentiveness, staying on-task. Interpersonal and self-regulation skills

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Check-In/Check-Out: Students are assigned to a CICO intervention check in with a coach/mentor at the beginning of the day to set goals for the day. This adult can be a counselor or other staff member who is not an instructor for that student. Typically, the student uses a “points card” that spells out the goals for each part of the day. As the student progresses through the day, their teachers evaluate behavior and assign points for meeting their daily goals. At the end of the day, the student checks out with the same staff member they began the day with, assessing their points total for the day. The final component of this process involves the student taking their points card to a parent at home, returning it signed at the next morning check-in. The mentor encourages the student to reflect on what they did well, how they feel, and what they need to work on.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Check-In/Check-Out: At its most basic, the check in/check-out meeting is an opportunity for student and mentor to work together to improve behavior. CICO doesn’t focus on the student’s struggles in behavior. Instead, it centers on the positive behavioral goals met and the efforts made by the student to attain those goals. Because Tier 2 interventions provide additional assistance to students, the expectation is that those students will eventually progress into Tier 1.

Evidence-Based Program	Handle With Care
Tiers of Implementation	Tier 3

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

Handle with Care: Manatee County's Handle with Care (HwC) program is modeled after the West Virginia Defending Childhood Initiative and is a multiagency collaborative effort to increase knowledge and awareness when a student has experienced a traumatic event in their home or community. The School District of Manatee County partners with all local law enforcement agencies to establish an immediate notification system when a student enrolled in a district school becomes involved with an active case. This system is designed to notify school principals, teachers, and counselors that a student may be experiencing some level of trauma and to simply be aware, if outward signs of problems begin to emerge.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Handle with Care is a just-in-time intervention situational to the student who has experienced a recent traumatic event. Each morning local law enforcement notifies the school district of students who may have experienced a traumatic event in the previous evening (i.e. police or EMS visit, removal from home, etc.). The designated HWC school personnel will alert the student's principal and teacher(s) with an email with the Subject Line: Handle with Care and the message of Student ID number and initials. A Handle with Care icon will appear next to the student's name in FOCUS. The school psychologist or assistant principal then conducts a 5-minute stand-up meeting with the student's teachers to verbally share need-to know information about the recent traumatic event; review signs of distress and trauma sensitive interventions and advise them of who to call for help if signs of destress worsen or persist after 2-3 weeks.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Handle with Care supports the evidence that creating a safe and supportive school environment, building secure attachments, and developing a student's noncognitive skills can lead to student stability and success. To ultimately create a safe and supportive school environment, build secure attachments, and develop a student's non-cognitive skills to lead to the student's stability and success. To monitor student for signs of distress and contact school counselor or school psychologist to request assistance if needed.

Evidence-Based Program	School of Behavioral and Excellence (Sable)
Tiers of Implementation	Tier 3

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

School of Behavioral and Learning Excellence (SABLE) and The School of Therapeutic and Academic Resources (STAR) programs are a short term alternative education school for students who have a mental health diagnosis and are engaging in significantly challenging behaviors that have shown little or no response to the intensive and targeted interventions of a multi-tiered system of support. SABLE consists of one middle school classroom and three elementary school classrooms. STAR is a short-term alternative education school within SABLE consisting of two PreK-K classrooms. Students appropriate for referral to SABLE are in grades 1–8. Students appropriate for STAR are in PreK & K. Generally, the length of stay for a student will be one to two quarters. All cases, however, are considered on an individual basis. A School Social Worker, School Psychologist, and Community Mental Health School-Based Therapist are available to provide individual, small group and family counseling. Bi-weekly a contracted Board-Certified child psychiatrist provides on-site mental health evaluations for students at SABLE as well as medication evaluations and medication regulation for families who do not have a private psychiatrist.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

School of Behavioral and Learning Excellence (SABLE) and The School of Therapeutic and Academic Resources (STAR): Students appropriate for referral to SABLE are in grades 1 – 8 who are attending a Manatee County Public School. Students must have a mental health diagnosis and be engaging in significantly challenging behaviors that have shown little or no response to the intensive and targeted interventions of a multi-tiered system of support. An observation by Student Services Staff and/or an ESE Behavior Specialist will be conducted to document the implementation of tiered interventions. Once the team at SABLE determines that this is an appropriate student referral a meeting will be scheduled at the sending school to discuss SABLE as an option for the student. Present at this meeting must be the ESE Resource Compliance Specialist and the parent/guardian. If the team determines that SABLE is the most appropriate option for the student at this time the specialist will document that decision either in the IEP or on a Report of Conference Form. The file is then delivered back to SABLE where SABLE Staff will contact the parent/guardian and set up a day and time for the parent/guardian to register the student and for the student to start at SABLE. Dismissal from SABLE will be based on individual student data. A student length of stay beyond one quarter will be considered on an individual case basis. A dismissal meeting will be scheduled at SABLE. The parent/guardian and receiving school staff will be invited to this meeting. Dismissal paperwork and an IEP revision if appropriate will take place. Positive behavior interventions and the student’s response to those interventions will be discussed. This meeting will occur within five to ten days of the student’s dismissal from SABLE

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

School of Behavioral and Learning Excellence (SABLE) and The School of Therapeutic and Academic Resources (STAR): To transition students with a mental health diagnosis in grades prek-8 back to their home schools through SABLE/STAR use of individually designed mental health plans (stabilizing of the student, teaching appropriate coping strategies, medication management, therapy/counseling, etc..) within one to two quarters

Evidence-Based Program	
Tiers of Implementation	[none selected]

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Evidence-Based Program	
Tiers of Implementation	[none selected]

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Evidence-Based Program	
Tiers of Implementation	[none selected]

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Evidence-Based Program	
Tiers of Implementation	[none selected]

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Evidence-Based Program	
Tiers of Implementation	[none selected]

Describe the key EBP components that will be implemented as well as any related activities, curricula, programs, services, policies and strategies.

Explain how your district will implement evidence-based mental health services for students to improve the early identification of social, emotional, behavioral problems or substance use disorders, as well as the likelihood of at-risk students developing social, emotional, behavioral problems, depression, anxiety disorders, suicidal tendencies, and how these will assist students dealing with trauma and violence.

Explain how the supports will deliver evidence-based mental health care assessment, diagnosis, intervention, treatment, and recovery services to students with one or more mental health or co-occurring substance abuse diagnoses and to students at high risk of such diagnoses.

Direct Employment

MHAA Plan Direct Employment

School Counselor

Current Ratio as of August 1, 2022
409:1

2022-2023 proposed Ratio by June 30, 2023
381:1

School Social Worker

Current Ratio as of August 1, 2022
1741:1

2022-2023 proposed Ratio by June 30, 2023
1617:1

School Psychologist

Current Ratio as of August 1, 2022
2021:1

2022-2023 proposed Ratio by June 30, 2023
2021:1

Other Licensed Mental Health Provider

Current Ratio as of August 1, 2022
2786:1

2022-2023 proposed Ratio by June 30, 2023
1758:1

Direct employment policy, roles and responsibilities

Explain how direct employment of school-based mental health services providers (school psychologists, school social workers, school counselors and other licensed mental health professionals) will reduce staff-to-student ratios.

By contracting with three community mental health providers, SDMC can provide 23 community mental health personnel to support students thus reducing the the overall staff to student ration to: 1758:1.

Describe your district's established policies and procedures to increase the amount of time student services personnel spend providing direct mental health services (e.g., review and revision of staffing allocations based on school or student mental health assistance needs).

In the 2022-2023 school year SDMC will partner with three outside agencies for mental health counseling;Palm Shores, Centerstone, and Florida Center for Early Learning. Palm Shores will provide three licensed mental health counselors who will each service 5 schools . Centerstone will provide 10 mental health interns to service 4 schools each. Florida Center for early learning will service 10 of the neediest elementary schools in SDMC. These partnerships will allow our SBMHSps an increased amount of time providing direct mental health service to students.

Describe the role of school based mental health providers and community-based partners in the implementation of your evidence-based mental health program.

School counselors oversee the implementation of all Tier 1 EBP's in their schools. School Counselors and School Social Workers, School Psychologist implement tier 2 EBP's, and Schools Psychologist and School-Based Community Partners implement tier 3 EBPs.

Community Contracts/Interagency Agreements

List the contracts or interagency agreements with local behavioral health providers or Community Action Team (CAT) services and specify the type of behavioral health services being provided on or off the school campus.

1. 10 Registered Master Level Interns - Centerstone, School-Based Therapy
2. 3 Licensed Therapists- Palm Shores Behavioral Health, School-Based therapy
3. 10 Licensed Therapists - Center for Early Learning, School- Based Therapy
4. Community Action Team: Licensed and MA Therapists - Centerstone, Provides mental health services to students in Manatee County beyond the scope of the contract between SCDMC and Centerstone
5. Intervention and Prevention Team: BA and MA level cross-trained specialists- Centerstone, Provides substance abuse intervention and prevention services to the students of SDMC
6. Family Resource Center - provides group counseling and lessons to some schools
7. Teen Court - youth development activities that are designed to meet the needs of at-risk youth (ages 8-18)
8. Big Brothers, Big Sisters - 1:1 mentoring relationships to children (ages 6-18)
9. Camelot Community Care, Inc.- mental health therapy for students (ages -18)
10. Tidewell Hospice - grief specialists help grieving students and teens (ages 5-18)
11. United Way - provides support through 2-1-1 to hep people find solutions to a temporary emergency (food, shelter, and safety)

MHAA Planned Funds and Expenditures

Allocation Funding Summary

MHAA funds provided in the 2022-2023 Florida Education Finance Program (FEFP)

$ 2,399,453.00

Unexpended MHAA funds from previous fiscal years as stated in your 2021-2022 MHAA Plan

$ 205,409.00

Grand Total MHAA Funds

$ 2,604,862.00

MHAA planned Funds and Expenditures Form

Please complete the MHAA planned Funds and Expenditures Form to verify the use of funds in accordance with (s.) 1011.62 Florida Statues.

The allocated funds may not supplant funds that are provided for this purpose from other operating funds and may not be used to increase salaries or provide bonuses. School districts are encouraged to maximize third-party health insurance benefits and Medicaid claiming for services, where appropriate.

The following documents were submitted as evidence for this section:

MHAA_Planned_Expenditures_Report_2022-2023_-_7.27.22_(1)_(1).pdf
Funds Expenditures
Document Link
0076847-doe101s_(5)7-29Manateefinal.xls
0076847

Document Link
DOE_100A_Mental_Health-Signed.pdf
DOE 100A
Document Link
0076858-projectperformanceaccountabilityinstforms_(2)_(1)7-27_(1)manatee_final.doc
0076858
Document Link

School District Certification

This application certifies that the **Manatee County Public Schools** School Superintendent and School Board approved the district's Mental Health Assistance Allocation Plan, which outlines the local program and planned expenditures to establish or expand school-based mental health care consistent with the statutory requirements for the mental health assistance allocation in accordance with section 1011.62(14), F.S.

Note: The charter schools listed below have **Opted Out** of the district's Mental Health Assistance Allocation Plan and are expected to submit their own MHAAP to the District for review.

Charter Schools Opting Out

2123 - Visible Men Academy
2123 - Imagine Charter Schools north Manatee
2124 - Imagine Charter Lakewood Ranch
2121 - Manatee Charter School
2101 - Manatee School of the Arts and Sciences
2122 - Oasis Middle School
2131 - Palmetto Charter School
2181 - Parrish Charter School
2171 - Rowlett Academy
2120 - Rowlett Middle Academy
2141 - State College of Florida Collegiate School
2102 - Team Success
2182 - Lakewood Ranch Preparatory Academy
2104 - Manatee School of Arts

School Board Approval Date

Friday 7/29/2022

AGENDA ITEM NO. 7.9

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Young Men's Christian Association of Southwest Florida Inc., (YMCA) to Provide Before-School and/or After-School Programs for Middle School Students During the 2022-2023 School Year, No Financial Impact

Executive Summary
Young Men's Christian Association of Southwest Florida Inc., (YMCA) will provide before-school and/or after-school programs, for middle school students attending the following schools: Braden River Middle School, Buffalo Creek Middle School, Haile Middle School, Louise R. Johnson K-8 School of International Studies, King Middle School, Lee Middle School, Lincoln Memorial Middle School, Dr. Mona Jain Middle School, Nolan Middle School, Palm View K-8 and Sugg Middle School (at the Bradenton Branch of the YMCA).

It is further contingent upon any and all participants and individuals that administer or participate in the program to comply with the School District of Manatee County's COVID-19 protocols.

The YMCA agrees to provide these services to all students attending the school in which a program is located, provided appropriate fees are paid and scholarships are made available to needy students. A student participation fee, not to exceed $900.00 annually, per participant, shall apply at each site.

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

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and Young Men's Christian Association of Southwest Florida Inc., (YMCA) to provide before-school and/or after-school Programs for middle school students during the 2022-2023 school year, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
2022-23 YDash Contract

YOUNG MEN'S CHRISTIAN ASSOCIATION OF
SOUTHWEST FLORIDA INC., AND
THE SCHOOL BOARD OF MANATEE COUNTY

MIDDLE SCHOOL SERVICES
2022-2023

This Memorandum of Agreement is entered into between YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHWEST FLORIDA INC., 701 Center Road, Venice, Florida, hereinafter referred to as "The Provider, or YMCA" and THE SCHOOL BOARD OF MANATEE COUNTY, hereinafter referred to as "The Board."

That this Agreement will only take effect during times that the School District of Manatee County operates student learning in traditional brick and mortar schools.

YMCA agrees to follow the School District of Manatee County's COVID-19 Protocols.

In addition, only employees of the School District of Manatee County may administer and participate in the program that takes place on school grounds unless otherwise modified or amended in writing. The provider may staff and administer their own program offsite, provided they comply with the safety procedures enumerated above.

I. The Provider agrees:

A. To provide a before- and/or after-school care program, for middle school students attending the following middle schools: **Braden River, Buffalo Creek, Haile, Johnson K8, King, Lee, Lincoln, Mona Jain, Palm View K8, Nolan, and Sugg (at Bradenton Branch)**.

B. To provide middle school programs beginning **August 10, 2022** and ending on **May 26, 2023.**

C. To operate out of school time programs. The specific time of operation shall be determined in collaboration with each school principal. At a minimum, theprogram will run on regular school attendance days.

D. To use a student participation fee not to exceed $900.00 annually and provide these services to all students attending the school in which a program is located, provided appropriate fees are paid and scholarships are made available to needy students.

E. Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. The Provider will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement.

F. To provide a site coordinator for each program who will be responsible for the overall supervision and management of the total operation of the program at each designated school.

G. To repair or replace, in the event of loss or damage to The Board's equipment, materials or facilities due to The Provider's use.

H. To the extent permitted by law, to indemnify and save and hold harmless the School Board of Manatee County, including its employees, agents and representatives, and to accept all liability arising out of or resulting from any accident, illness, sickness and personal injuries including death, occurring to persons on school premises and property damage to school premises and to property of others during the time of rental, except when such accident, illness, sickness, damage, personal injury, or death is caused by the negligence or fault of The Board, or its agents or employees. The Provider agrees to reimburse The Board for any expenses The Board may incur in defending any such claim that may result from The Provider's use of the facilities, including attorney's fees costs, and payment of any settlement or judgment.

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

J. To reimburse the school for additional cost associated with running the program during non-school attendance days.

K. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 FloridaStatutes. et. seq. and Section 119.01 Florida Statutes. et. seq. Provider hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the termsof this agreement available for inspection and copying, public records requests, internalaudits and for any other informational purpose.

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

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

L. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and LocalStatutes, including but not limited to Trademark Protection, Copyright protection, FamilyEducational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

II. The Board Agrees:

A. To waive the facility usage fees for operation of middle school programs at the designated schools for the thirty-six weeks schools are in session. These programs will be in operation on student attendance days.

B. To provide suitable space for the programs as designated by the school principal.

C. To provide general maintenance and cleaning of the program space, including refuse removal.

D. A means for emergency communication when the school office is closed.

III. Miscellaneous

A. This agreement will remain in effect for the **2022-2023** school year unless terminated by either party by giving written notice to the other party that the agreement will terminate 60 days from receipt of the said notice.

B. The school principal will serve as the point of contact for resolving program concerns.

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

D. The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

E. Provider and their employees will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies,

IV. Compliance with Jessica Lunsford Act

Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening requirements as described in Section 1012.32 Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failureto comply with this requirement.

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

VI. 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.

VII. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter.This agreement may be executed in one or more counterparts, each of which will be deemed anoriginal 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 unlessin 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.

[The Remainder of this page must intentionally be left blank]

SCHOOL BOARD OF MANATEE COUNTY

Cynthia Saunders, Superintendent Date

Rev. James Golden Date
Board Chair

Approved as to Form

Mitchell Teitelbaum Date
General Counsel

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTHWEST FLORIDA INC.



Authorized Signatory Date

E-Verify Number:1657325

AGENDA ITEM NO. 7.10

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Purchase SuccessMaker Licenses and Services, SDMC No. 23-0064-BS, Estimated in the Amount of $210,000.00

Executive Summary
SuccessMaker will be utilized in mathematics for kindergarten, first and second grades. Each student's interaction within the SuccessMaker platform will create personalized, individual learning pathways for diverse learning. SuccessMaker is a program that adapts learning for every student, making the program a perfect tool for differentiated instruction. This self-pacing resource meets the needs of all students, including those identified for intervention. SuccessMaker meets ESSA's (Every Student Succeeds Act) "strong" evidence criteria.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract period is August 9, 2022 through August 8, 2023.

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(7) states, "The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution".

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

The supplier is Savvas Learning Company, LLC, Paramus, NJ, Florida Document No. M19000001746.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval to purchase SuccessMaker Licenses and Services, SDMC No. 23-0064-BS, estimated in the amount of $210,000.00.

Financial Impact
The funding source for these expenditures will be ESSER funds and General funds and is included in the Curriculum Department and Schools proposed budget for the 2022-2023.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Robin Thompson and Ruth Gruett

Attachments:
SuccessMaker Proposal
23-0064-BS SuccessMake Agreement for Services.pdf

SAVVAS

Dr. Laurie Breslin
Director of Secondary Education
Manatee Co School District
PO Box 9069
Bradenton, FL 34206-9069
United States

The SuccessMaker Math licenses will be used in Kindergarten through 2nd Grade.

Quote Number: 196332-8

Quote Creation Date: 07-07-2022

Quote Expiration Date: 09-30-2022

Quote Release: 8

Manatee Co SuccessMaker Quote

Price Quote Detail

ISBN	Description	Price	Charged Qty	Total Charged
SuccessMaker				
SuccessMaker Professional Learning				
9781402627859	SUCCESSMAKER BEST PRACTICE FULL CURRICULUM - 3 ONSITE DAYS	$6,900.00	1	$6,900.00
9781402627781	SUCCESSMAKER COURSE DAY ONSITE	$2,500.00	2	$5,000.00
9781402627880	SUCCESSMAKER DISTRICT PACKAGE - 28 ONSITE DAYS	$59,000.00	1	$59,000.00
0000000125108	VIRTUAL SUCCESSMAKER IMPLEMENTATION ESSENTIAL 3-HOURS	$1,200.00	14	$16,800.00
0000000125117	VIRTUAL SUCCESSMAKER PROGRAM ACTIVATION 2-HOUR	$500.00	14	$7,000.00
	SuccessMaker Professional Learning Subtotal			**$ 94,700.00**
	SuccessMaker Subtotal			**$ 94,700.00**
enVisionmath				
MSDA & SuccessMaker Bundles				
9781418382056	FLORIDA SUCCESSMAKER MATH 1-YEAR DIGITAL COURSEWARE LICENSE GRADE K/8	$12.00	9,055	$108,660.00

ISBN	Description	Price	Charged Qty	Total Charged
	MSDA & SuccessMaker Bundles Subtotal			**$ 108,660.00**
	enVisionmath Subtotal			**$ 108,660.00**
	Solution Subtotal			**$ 203,360.00**
		Shipping and Handling		**$ 0.00**
			Total	**$ 203,360.00**

Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form **or** by mail. Please submit your PO and price via one of the following methods:

e-Form: http://support.savvas.com/support/s/contactsupport
Mail: PO Box 6820, Chandler, AZ 85246

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.
For questions regarding your order please call Customer Service: 1-800-848-9500.

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Savvas proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within six months from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Savvas within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: https://worktext-subscriptions.savvas.com/.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by completing the customer service request form which you can access here: https://support.savvas.com/support/s/customer-service-support-form.

Technical support services are included with purchase of Savvas digital products eform: https://support.savvas.com/support/s/k12-curriculum-support-form phone: 1-800-848-9500

Professional Services: All paid services must be scheduled and delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. MySavvasTraining, which provides online access to on-demand tutorials and interactive webinar sessions, is included with purchase of products (mySavvasTraining.com).

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM ESSER FUNDS	Curriculum	PO# 23-0064-BS
Budgeted, Federal, Grant, Internal ( ) $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT	Name of School/Department ( ) $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT	(X) $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 20 day of July , 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Savvas Learning Company. (Vendor).

VENDOR:

Business Name: Savvas Learning Company Vendor No. 0000006735
Representative: Gretchen Gose Position: Supplemental and Intervention Account Executive
Address: 3075 W Ray Rd
City: Chandler State: AZ Zip: 85226
Phone: 678-572-8993 Email: Gretchen.gose@savvas.com
SDMC Employee: Yes: (____) No: (X) Former: (_____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor i s /are { *if attached indicate name of attachment*}

Provide SuccessMaker software and instructional professional development for the school year of 2022-2023.

And shall be performed at the following location(s): Various District Sites
Date(s) of Service(s): 08/9/2022 to 08/08/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $ 23-0064-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $Quotes per unit where the unit of measure is Quotes for PD & products as needed .
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line: ESSER and various other

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

AGENDA ITEM NO. 7.11

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Memorandum of Understanding (MOU) Between United Way Suncoast, Inc. and the School District of Manatee County for Eight Bilingual/Biliterate Paraprofessionals for the 2022-2023 School Year, No Financial Impact

Executive Summary
The contract between United Way Suncoast, Inc. and the School District of Manatee County is for the purpose to provide funds to be applied to the salary cost of eight bilingual/biliterate Paraprofessionals to support United Way Suncoast's "The Big Plan" initiative. The United Way intends to invest $218,160.00 for the period commencing August 10, 2022 and ending June 30, 2023. Payment of funds shall be made on a quarterly basis, beginning August 2022, with final payment in January 2023.

These funds will provide additional assistance and support to boost literacy gains of the District's Big 10 cohort children in 1st grade at the following elementary schools.

1. Palm View
2. Samoset
3. Oneco
4. Daughtrey
5. Rogers Garden
6. Manatee
7. Palmetto
8. Tillman

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends the approval of the renewal memorandum of understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County for eight bilingual/biliterate Paraprofessionals for the 2022-2023 school year, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum/Professional Learning
Initiated By: Laurie Breslin

Attachments:
UWS SDMC Award Letter FY23
MOU SDMC and United Way Suncoast, Inc. (Paraprofessionals)

FREEDOM TO RISE

United Way Suncoast

May 26, 2022

Superitendent Cynthia Saunders
School District of Manatee County
saundersc@manateeschools.net

Dear Superintendent Saunders,

Congratulations! On May 25th, our Suncoast Board approved the United Way Suncoast FY23 budget, and the following financial support is approved for funding, beginning July 1, 2022 – June 30, 2023:

Program	Amount
8 Paraprofessional Positions	$218,160
Principal Discretionary Funds	$9,000

One of our team members will be in touch to coordinate our shared partnership agreement(s) and payment schedule.

United Way Suncoast is proud to stand in partnership with you. Thank you for your leadership!

Sincerely,

Jessica Muroff
Chief Executive Officer

Bronwyn Beightol
Chief Impact Officer

MEMORANDUM OF UNDERSTANDING

between

United Way Suncoast, Inc.

And

School District of Manatee County

United Way Suncoast, Inc. ("UWS") and School District of Manatee County ("Partner") enter into this Memorandum of Understanding (the "Agreement") for the purpose to provide funds to be applied to salary cost of eight Paraprofessionals to support our Big Plan cohort children, bilingual/biliterate strongly preferred.

Purpose: The funds will provide additional assistance and support to boost literacy gains of our Big 10 cohort children in 1st grade at Palm View, Samoset, Oneco, Daughtrey, Rogers Garden, Manatee, Palmetto and Tillman Elementary Schools.

Contract Date: August 10, 2022 – June 30, 2023

Funding Agreement: UWS reserves the right to amend or terminate this Agreement if performance expectations by the Agency are not met or if any other significant concerns related to the Partner's accountability emerge.

Contract Amount: United Way intends to invest $218,160 for the period commencing August 10, 2022, and ending June 30, 2023.

Payment Dates: Payment of funds shall be made on a quarterly basis, beginning August 2022, with final payment in January 2023, via Electronic Funds Transfer (EFT).

Payment Type: The Partner's bank information must be submitted, via secure email, to accountspayable@uwsuncpast.org .

The Parties Agree to the following:

Recipient Organization Criteria: Partner will hire eight Paraprofessionals as outlined below:

- 1 at Samoset Elementary
- 1 at Palm View Elementary
- 1 at Oneco Elementary
- 1 at Daughtrey Elementary
- 1 at Rogers Garden Elementary
- 1 at Manatee Elementary
- 1 at Palmetto Elementary
- 1 at Tillman Elementary

Paraprofessionals will support The Big Plan cohort, of at least 25 identified 1st grade children, in the 2022/2023 school year. Paraprofessionals will ensure consistent contact with families for the duration of this MOU. Paraprofessionals will contact UWS team with any needed resources/referrals for cohort children/families.

Funding Use: Funding will be applied to salary cost of eight Paraprofessionals throughout the 2022/2023 school year.

Reporting Requirements: Partner will be required to report back to UWS. Partner agrees to the following:

To provide data collection and individual data with unidentifiable student information, for student groups of 10 or more, and the management processes needed to ensure that continuous progress is made in areas that are supported by the provider. This includes:

- Improved progress toward grade level proficiency, including STAR Renaissance data 3 times/year (diagnostic 1, 2, and 3, overall relative placement)

Use of Data: The data to be collected and analyzed, and then shared with UWS to be used to:

- Evaluate progress of the initiatives and programs
- Share progress
- Inform next steps

Timeline for data dissemination: Three times per year: September/October, February/March and June for STAR Renaissance data. Data will be submitted three times per year, as outlined above, directly to Andrea Doggett adoggett@uwsuncoast.org.

Marketing and social media: UWS will provide partner with a partner press release and social media package, which will include a draft press release with draft content about the agency which can be edited, as well as content related UWS, including a quote from Chief Impact Officer of UWS, both of which should not be edited.

Necessary changes to the content related to the funded partner should be added to standard organization boiler plate at the bottom of the press release where indicated and distributed to partner's media contacts.

UWS will provide suggested social media posts, including sample verbiage, which can be edited, as well as hashtags specific to UWS that should be included alongside an image with social media posts. UWS will distribute a corresponding press release and social media posts to our media outlets and social media channels announcing the funding to your agency.

Agency Changes: Partner agrees to notify UWS immediately, in writing, should there be changes in staffing or programming that impacts the services provided by Partner.

Indemnity: To the extent permitted by law, the Partner agrees to fully indemnify, protect, defend, and hold harmless UWS for any actions taken by Partner, any and all liabilities of Partner, any and all claims, penalties, expenses and/or judgments against Partner related to this Agreement. Partner agrees to pay for all legal fees and costs of UWS for any action or suit, filed or unfiled, related to this Agreement.

Insurance Requirement: As a condition of funding, UWS requires Partner to have general liability insurance in the amount of $1,000,000. Partner will list UWS as "additional insured on a primary and non-contributory basis" on their general liability policy. Partner shall provide a copy of Partner's policy to UWS before receiving any funding. The insurance policy must remain in effect for so long as Partner disburses funding pursuant to this Agreement.

Dispute Resolution: Should a dispute arise regarding this Agreement, the parties agree that any action taken shall be filed in the Thirteenth Judicial Circuit in Hillsborough County, Florida.

Choice of Law: The parties agree that this Agreement is subject to the laws of the state of Florida.

Termination of Agreement and Consent of Judgment: Should UWS, in its sole discretion, terminate this Agreement, a full and complete accounting of all funds received from UWS and allocated by Partner shall be due to UWS within three (3) days of notice of the termination of this Agreement. Partner shall be responsible for the return to UWS of any and all funds allocated outside of the scope of the Funding Use section of this Agreement, as well as any unallocated funds. The return of these funds to UWS by Partner shall occur within five (5) days after UWS sends to Partner a demand for the return of funds. Should these funds not be returned to UWS by Partner within five (5) days, Partner hereby agrees to a Consent of Judgment against Partner and in favor of UWS. Partner shall be responsible for all legal fees and costs relating to the filing, litigating, and collecting of such Judgment.

Signature: The signatures below signify understanding and agreement to the contents and terms of this Agreement. This Agreement must be signed by Partner's CEO, President or Executive Director and returned to the UWS Program Administrator. One fully executed copy will be kept by UWS and one copy will be retained by the recipient organization.

CONTRACTOR E-VERIFY NUMBER: 1685029

_____	Jessica Muroff
Name (please print)	Name (please print)
_____	United Way Suncoast
Organization	Organization
_____	Chief Executive Officer
Title	Title
_____	DocuSigned by: Jessica Muroff 48E3BC3E447D413...
Signature	Signature
_____	7/25/2022
Date	Date

AGENDA ITEM NO. 7.12

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County for the 2022-2023 School Year, No Financial Impact

Executive Summary
The Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County is for the purpose of supporting School Discretionary Funds across ten (10) identified schools in Manatee County as part of the United Way Suncoast, Inc. “The Big Plan” Initiative. The School Discretionary Fund is to be utilized by principals to help support families by removing barriers to learning as well as to share information with faculty, staff, parents and stakeholders about United Way Suncoast’s "The Big Plan" initiative.

The School District of Manatee County will receive a one-time payment of $9,000.00 to be distributed across the following ten (10) identified elementary schools.

1. Ballard
2. Blackburn
3. Daughtrey
4. Oneco
5. Manatee
6. Palmetto
7. Palm View K-8
8. Rogers Garden
9. Samoset
10. Tillman

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval of the renewal memorandum of understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County for the 2022-2023 school year, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Laurie Breslin

Attachments:
UWS/SDMC Award Letter FY23
MOU Between SDMC and United Way Suncoast, Inc. (Discretionary Funds)

FREEDOM TO RISE

United Way Suncoast

May 26, 2022

Superitendent Cynthia Saunders
School District of Manatee County
saundersc@manateeschools.net

Dear Superintendent Saunders,

Congratulations! On May 25th, our Suncoast Board approved the United Way Suncoast FY23 budget, and the following financial support is approved for funding, beginning July 1, 2022 – June 30, 2023:

Program	Amount
8 Paraprofessional Positions	$218,160
Principal Discretionary Funds	$9,000

One of our team members will be in touch to coordinate our shared partnership agreement(s) and payment schedule.

United Way Suncoast is proud to stand in partnership with you. Thank you for your leadership!

Sincerely,

Jessica Muroff
Chief Executive Officer

Bronwyn Beightol
Chief Impact Officer

MEMORANDUM OF UNDERSTANDING

between

United Way Suncoast, Inc.

and

School District of Manatee County

United Way Suncoast, Inc. (UWS) and School District of Manatee County enter into this Memorandum of Understanding for the purpose of supporting School Discretionary Funds across ten identified schools in Manatee County as part of the United Way Suncoast "The Big Plan" Initiative.

Purpose: The School Discretionary Fund is to be utilized by the principals of the school to help support families to remove barriers to learning and to be used to share information with faculty, staff, parents and stakeholders about United Way Suncoast's 'The Big Plan' initiative.

Contract Date: August 10, 2022 – June 30, 2023

Funding Agreement: School District of Manatee County agrees to disperse funds to the ten identified schools listed below amounting to $9,000.

Contract Amount: School District of Manatee County will receive a one-time payment of $9,000 to be distributed across the ten identified schools as outlined below.

Payment Dates: School District of Manatee County will receive a one-time payment at the time of the execution of this MOU.

Payment Type: Funds will be allocated via Electronic Funds Transfer (EFT). The Agency's bank information must be submitted, via secure email, to asccountspayable@uwsuncoast.org .

{The remainder of this page was left intentionally blank}

The Parties Agree to the following:

Recipient Organization Criteria: School District of Manatee County will disperse funding to identified schools to be used as a School Discretionary Fund and to share information about 'The Big Plan' with associated stakeholders.

Client Criteria: The Identified schools and funding amounts are as follows:

School	Funding Amount
Ballard Elementary School	$500
Blackburn Elementary School	$500
Daughtrey Elementary School	$1,000
Oneco Elementary School	$1,000
Manatee Elementary School	$1,000
Palmetto Elementary School	$1,000
Palmview Elementary School	$1,000
Rogers Garden Elementary School	$1,000
Samoset Elementary School	$1,000
Tillman Elementary School	$1,000
Total	**$9,000**

Funding Use: The School Discretionary Fund is to be utilized by the principals of the school to help support families to remove barriers for learning and to be used to share information with faculty, staff, parents and stakeholders about United Way Suncoast's 'The Big Plan' initiative. Some examples for use of funds are outlined below:

- Teacher training and appreciation
- School supplies, glasses, shoes, etc.
- Reading support
- Parent engagement events

The School District of Manatee County agrees to share the use of funds, as outlined above, with the school principals at the ten identified schools.

Funding Distribution: A one-time payment will be made to the School District of Manatee County after this MOU has been executed. Funding will then be released to the identified schools as indicated in the client criteria section of this MOU.

Any funding that has not been used by May 31, 2023, must be returned to United Way Suncoast by July 1, 2023. If a school wishes to roll over funding to use in the next school year, a written request must be submitted to United Way Suncoast.

Reporting Requirements: Identified schools will be responsible for reporting specific information to United Way Suncoast once a year (June 2023). The reporting requirements include a narrative with the purpose of the expenditure, pictures with a testimonial and a financial report. UWS will provide a template for reporting.

The School District of Manatee County agrees to share the reporting requirements, as outlined above, with the school principals at the ten identified schools. A compiled report with results from all identified schools should be submitted, via email, to Jennifer Giresi at jgiresi@uwsuncoast.org.

Agency Changes: School District of Manatee County agrees to notify UWS immediately should there be changes in staffing or programming that will impact the delivery of this project.

Indemnity: Agency agrees to fully indemnify, protect, defend, and hold harmless UWS for any actions taken by Agency, any and all liabilities of Agency, any and all claims, penalties, expenses and/or judgments against Agency related to this Agreement. Agency agrees to pay for all legal fees and costs of UWS for any action or suit, filed or unfiled, related to this Agreement.

Choice of Law: The parties agree that this Agreement is subject to the laws of the state of Florida.

Termination of Agreement and Consent of Judgment: Should UWS, in its sole discretion, terminate this Agreement, a full and complete accounting of all funds received from UWS and allocated by Agency shall be due to UWS within three (3) days of notice of the termination of this Agreement. Agency shall be responsible for the return to UWS of any and all funds allocated outside of the scope of the Funding Use section of this Agreement, as well as any unallocated funds. The return of these funds to UWS by Agency shall occur within five (5) days after UWS sends to Agency a demand for the return of funds. Should these funds not be returned to UWS by Agency within five (5) days, Agency hereby agrees to a Consent of Judgment against Agency and in favor of UWS. Agency shall be responsible for all legal fees and costs relating to the filing, litigating, and collecting of such Judgment.

Signature: The signatures below signify understanding and agreement to the contents and terms of this Memorandum. This document must be signed by the recipient organization's CEO, President or Executive Director and returned to the UWS program administrator. One fully executed copy will be kept by UWS and one copy will be retained by the recipient organization.

CONTRACTOR E-VERIFY NUMBER: 1685029

Cynthia Saunders	Jessica Muroff
Name (please print)	Name (please print)
School District of Manatee County	United Way Suncoast
Organization	Organization
Superintendent of Schools	CEO
Title	Title
	DocuSigned by: Jessica Muroff 48E3BC3E447D413...
Signature	Signature
	7/25/2022
Date	Date

AGENDA ITEM NO. 7.13

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers - *attachment updated August 5, 2022*

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

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

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

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 2
Improve teacher and other employee retention rates.

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
HR Board Material - Revised August 5, 2022

Board Material - August 9, 2022 *Revised 8/5/2022*

Type		*Information/Position/Location*	Eff Date
Appointments/Admin			
	PL	Federal Program Specialist Professional Support Center **Range $58,922-$100,719**	7/28/2022
	LO	Transportation Specialist/Manager Matzke Support Center **Range $58,922-$100,719**	7/11/2022
	SS	Behavioral Specialist, ESE Professional Support Center **Range $53,004-$91,059**	7/24/2022
	RS	Instruction/Curric. Specialist/Mgr. Professional Support Center **Range $58,922-$100,719**	7/11/2022
	VT	ESOL Specialist Professional Support Center **Range $58,922-$100,719**	7/25/2022
	MW	Network Systems Engineer School Support Center **Range $56,691-$97,090**	7/26/2022
Appointments/Para			
	SA	Teacher Aide, ESE Ballard Elementary	8/2/2022
	LB	Teacher Aide, ESE Witt Elementary	8/2/2022
	BB	Teacher Aide, ES Harvey Elementary	8/2/2022
	CB	Classroom Sub Bayshore Elementary	8/2/2022
	TB	Teacher Aide, Pre-K Myakka Elementary	8/2/2022
	JB	Teacher Aide, ESE Tillman Elementary	8/2/2022
	SC	Classroom Sub Parrish Community High	8/2/2022

Type	Information/Position/Location	Eff Date
AC	Teacher Aide, ESE Mills Elementary	8/2/2022
CC	Teacher Aide, ESE McNeal Elementary	8/2/2022
LC	Teacher Aide, ESOL Braden River Middle	8/2/2022
AD	Classroom Sub Manatee High	8/2/2022
LD	Teacher Aide, ESE Haile Middle	8/2/2022
MD	Child Dev. Assoc. Teacher Asst. Johnson K-8	8/2/2022
WD	Teacher Aide, ESE, One-on-One Palma Sola Elementary	8/2/2022
JME	Teacher Aide, ESE, One-on-One Braden River High	8/2/2022
JF	Physical Education Tech Gullett Elementary	8/2/2022
TG	Teacher Aide, ES Abel Elementary	8/2/2022
SG	Teacher Aide, ES Willis Elementary	8/2/2022
BH	Teacher Aide, Pre-K Willis Elementary	8/2/2022
AH	Teacher Aide, ESE Rogers Garden-Bullock Elementary	8/2/2022
PH	Teacher Aide, ESE Miller Elementary	8/2/2022
JH	Teacher Aide, One-on-One McNeal Elementary	8/2/2022

Type	Information/Position/Location	Eff Date
EH	Teacher Aide, ESE, One-on-One McNeal Elementary	8/2/2022
CH	Teacher Aide, ESE, One-on-One Palmetto High	8/2/2022
KJ	Teacher Aide, ES Gullett Elementary	8/2/2022
TJ	Teacher Aide, ESE Moody Elementary	8/2/2022
KM	Behavior Tech Professional Support Center	8/2/2022
CM	Classroom Sub Haile Middle	8/2/2022
MMM	Teacher Aide, ES Rogers Garden-Bullock Elementary	8/2/2022
JM	Classroom Sub Gullett Elementary	8/8/2022
MP	Teacher Aide, ES Daughtrey Elementary	8/2/2022
JR	Classroom Sub Johnson K-8	8/2/2022
NS	Teacher Aide, ESE, One-on-One Witt Elementary	8/2/2022
FS	Classroom Sub Sea Breeze Elementary	8/2/2022
AT	Teacher Assistant, MS, ISS King Middle	8/2/2022
DT	Teacher Aide, ESE Willis Elementary	8/2/2022
MZ	Teacher Aide, ES, Title I Moody Elementary	8/2/2022

Type		Information/Position/Location	Eff Date
Appointments/Prof			
Req. 6464	BA	Fourth Grade Teacher Harvey Elementary **M.Ed. American College of Education**	8/2/2022
Req. 6550	MA	Teacher, Mathematics, MS Buffalo Creek Middle **M.Ed. Valdosta State University**	8/2/2022
Req. 6645	CB	Teacher, Physical Education, MS Sugg Middle **B.A. Bowling Green State University**	8/2/2022
Req. 5782	JB	Fourth Grade Teacher Harvey Elementary **B.A. Saint Petersburg College**	8/2/2022
Req. 6178	KB	Teacher, VE/SC Witt Elementary **B.A. Framington College**	8/2/2022
Req. 6328	EB	Teacher, TV Production Palmetto High **B.A. University of Central Florida**	8/2/2022
Req. 6092	PB	Teacher, Science, HS Lakewood Ranch High **B.A. Univerity of Memphis**	8/2/2022
Req. 7101	EB	Teacher, Resource Prine Elementary **M.A. Peru State College**	8/2/2022
Req. 6586	KB	Teacher, STEM Myakka Elementary **B.A. Warner State College**	8/2/2022
Req. 6088	KB	Teacher, Science, HS Palmetto High **B.A. Georgia Gwinnett College**	8/2/2022
Req. 5995	GB	Reading Coach, ES Abel Elementary **M.A. University of Central Florida**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 7126	GC	Second Grade Teacher Samoset Elementary **B.A. University of South Florida**	8/2/2022
Req. 5827	DC	Teacher, Dual Language, ES Braden River Elementary **M.A. Cal State University**	8/2/2022
Req. 6198	MC	Fifth Grade Teacher Harvey Elementary **B.A. University of South Florida**	8/2/2022
Req. 6603	AC	Teacher, Science, HS Palmetto High **M.Ed. American College of Education**	8/2/2022
Req. 6382	MC	Teacher, Science, HS Bayshore High **B.S. Florida A&M University**	8/2/2022
Req. 7123	GC	Student Support Specialist Southeast High **M.Ed. Antioch College**	8/2/2022
Req. 6479	AC	Media Specialist, HS Palmetto High **M.A. University of South Florida**	8/2/2022
Req. 6932	RC	Third Grade Teacher Kinnan Elementary **B.A. Southern Methodist University**	8/2/2022
Req. 6907	MC	Teacher, Pre-K Handicapped Mills Elementary **M.S. Argosy University**	8/2/2022
Req. 6470	CC	Second Grade Teacher Palm View K-8 **B.A. Bowling Green State University**	8/2/2022
Req. 6395	TC	Teacher, Pre-K Handicapped Ballard Elementary **B.A. Kings College**	8/2/2022
Req. 6247	OD	Second Grade Teacher	8/2/2022

Type		Information/Position/Location	Eff Date
		Bashaw Elementary **B.A. University of Central Florida**	
Req. 6423	AD	Teacher, EBD/SC Lincoln Middle **B.A. Indiana University**	8/2/2022
Req. 6566	EDM	Teacher, Language Arts, MS Nolan Middle **B.S. State College of Florida**	8/2/2022
Req. 6612	AD	Teacher, Science, MS Palm View K-8 **B.A. Northern Arizona University**	8/2/2022
Req.6682	LD	First Grade Teacher Palmetto Elementary **B.A. Florida Atlantic University**	8/2/2022
Req. 6899	JDH	Teacher, Art, ES Manatee Elementary **B.A. Ringling College of Art & Design**	8/2/2022
Req. 5765	ED	Teacher, Music, ES Samoset Elementary **B.A. Gulf Coast State College**	8/2/2022
Req. 5812	NE	Teacher, Reading, HS Southeast High **M.A. George Mason University**	8/2/2022
Req. 7196	BE	Teacher, Social Studies, MS Palm View K-8 **M.Ed. University of Florida**	8/2/2022
Req. 5906	KE	Teacher, Reading, MS Buffalo Creek Middle **B.A. University of South Florida**	8/2/2022
Req. 6528	SF	Fourth Grade Teacher Samoset Elementary **M.S. East Stroudsburg University**	8/2/2022
Req. 6016	MF	Teacher, VE/SC Harvey Elementary	8/2/2022

Type		Information/Position/Location	Eff Date
		M.A. University of Cincinnati	
Req. 6237	CF	Teacher, VE/SC Daughtrey Elementary **B.A. College of St. Francis**	8/2/2022
Req. 6721	FF	Third Grade Teacher Oneco Elementary **B.A. University of South Florida**	8/2/2022
Req. 6888	AF	Teacher, VE Blackburn Elementary **B.A. University of South Florida**	8/2/2022
Req. 5993	CF	First Grade Teacher Manatee Elementary **B.A. Michigan State University**	8/2/2022
Req. 6738	JF	Teacher, VE Daughtrey Elementary **M.S. University of South Florida**	8/2/2022
Req. 6868	PG	Teacher, Resource Lee Middle **B.S. University of Maryland**	8/2/2022
Req. 6123	DG	Counselor, ES Blackburn Elementary **M.A. Montclair State University**	8/2/2022
Req. 6132	EG	Kindergarten Teacher Blackburn Elementary **M.A. Northern Illinois University**	8/2/2022
Req. 6420	SG	Third Grade Teacher Willis Elementary **M.A. University of Central Florida**	8/2/2022
Req. 6097	JG	From: Fourth Grade Teacher Palmetto Elementary **M.B.A. Tampa College**	8/2/2022
Req. 6388	KG	Teacher, Reading, MS Buffalo Creek Middle	8/2/2022

Type		Information/Position/Location	Eff Date
		B.A. University of West Florida	
Req. 5830	KG	First Grade Teacher Willis Elementary **B.A. University of Georgia**	8/2/2022
Req. 6244	WG	Teacher, Science, HS Palmetto High **B.A. Georgia State University**	8/2/2022
Req. 6919	AG	Teacher, Language Arts, HS Braden River High **M.A. Palm Beach Atlantic**	8/2/2022
Req. 7074	LG	Teacher, Resource Manatee Elementary **M.A. Northern Arizona University**	7/24/2022
Req. 7266	EG	Teacher, Mathematics, HS Parrish Community High **M.A. Walden University**	8/2/2022
Req. 6121	AH	First Grade Teacher Blackburn Elementary **B.A. Florida Atlantic University**	8/2/2022
Req. 6676	SH	Fourth Grade Teacher Manatee Elementary **M.A. Argosy University**	8/2/2022
Req. 6324	TH	Third Grade Teacher Prine Elementary **B.A. University of South Florida**	8/2/2022
Req. 6494	CH	Third Grade Teacher Bashaw Elementary **B.A. Brock University**	8/2/2022
Req. 5988	LH	Teacher, Pre-K Handicapped Myakka Elementary **B.A. Salisbury State University**	8/2/2022
Req. 6908	DH	First Grade Teacher Harvey Elementary **B.A. University of South Florida**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 6755	JH	Teacher, Pre-K Handicapped Palmetto Elementary **B.A. Simmons University**	8/2/2022
Req. 6418	HH	Teacher, ASD Willis Elementary **B.S. Florida State University**	8/2/2022
Req. 6575	BJ	First Grade Teacher Abel Elementary **B.A. Kennesaw State University**	8/2/2022
Req. 6200	LK	Fourth Grade Teacher Harvey Elementary **B.A. Hannibal-Lagrange College**	8/2/2022
Req. 6326	MK	Teacher, Music, MS Buffalo Creek Middle **B.A. Florida International University**	8/2/2022
Req. 6186	JK	Teacher, Mathematics, MS Lincoln Middle **B.A. Keene State College**	8/2/2022
Req. 5833	NK	Second Grade Teacher Willis Elementary **M.Ed. UNC Greensboro**	8/2/2022
Req. 6978	WK	Fourth Grade Teacher Myakka Elementary **B.S. Western Kentucky University**	8/2/2022
Req. 6159	CK	Fourth Grade Teacher Gullett Elementary **B.S. Pennsylvania State University**	8/2/2022
Req. 6205	SK	Teacher, Music, HS Palmetto High **B.A. University of South Florida**	8/2/2022
Req. 7068	SK	Teacher, Physical Education, HS Palmetto High **M.S. Bloomsburg University**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 5794	HL	Student Support Specialist Buffalo Creek Middle **M.A. Walden University**	8/2/2022
Req. 6145	RL	Teacher, Language Arts, HS Parrish Community High **B.A. State University of New York**	8/2/2022
Req. 6790	RL	Teacher, Mathematics, HS Palmetto High **B.A. Western Governors University**	8/2/2022
Req. 7020	SM	Teacher, VE Lincoln Middle **B.A. University South Florida**	8/2/2022
Req. 6412	LM	Fourth Grade Teacher Bashaw Elementary **B.A. University South Florida**	8/2/2022
Req. 5938	KM	Teacher, Dropout Prevention Manatee High **B.A. University South Florida**	8/2/2022
Req. 6157	BM	Teacher, Business Technology Parrish Community High **M.A. Scranton University**	8/2/2022
Req. 6323	CM	Teacher, IND/SC King Middle **M.A. Capella University**	8/2/2022
Req. 6079	JM	Counselor, HS Lakewood Ranch High **M.Ed. Old Dominion University**	8/2/2022
Req. 6386	JN	Third Grade Teacher Abel Elementary **B.A. Coastal Carolina University**	8/2/2022
Req. 6141	ON	Teacher, Mathematics, HS Parrish Community High **B.A. Bridgewater College**	8/2/2022
Req. 6381	JO	Teacher, Mathematics, HS	8/2/2022

Type		Information/Position/Location	Eff Date
		Lakewood Ranch High **B.S. University South Florida**	
Req. 6168	SO	Second Grade Teacher Freedom Elementary **B.A. East Carolina University**	8/2/2022
Req. 5871	AP	Teacher, Music, MS Sugg Middle **B.A. Columbia College Chicago**	8/2/2022
Req. 5860	SP	Teacher, Technology King Middle **M.Ed. Gratz College**	8/2/2022
Req. 6431	CR	Teacher, ESOL Resource Oneco Elementary **B.A. Arizona State University**	8/2/2022
Req. 6906	TR	Fifth Grade Teacher Bayshore Elementary **B.S. Wright State University**	8/2/2022
Req. 7056	KR	Teacher, Physical Education, HS Braden River High **B.A. Cortland State University**	8/2/2022
Req. 6772	AS	Teacher, EBD/SC Moody Elementary **B.A. Kennesaw State University**	8/2/2022
Req. 6648	JS	Fifth Grade Teacher Oneco Elementary **B.A. University South Florida**	8/2/2022
Req. 6854	WS	Fifth Grade Teacher Williams Elementary **B.A. William Paterson University**	8/2/2022
Req. 6201	ES	Teacher, Music, MS Braden River Middle **M.M. Columbus State University**	8/2/2022
Req. 6636	TS	Teacher, Physical Education, HS Parrish Community High	8/2/2022

Type		Information/Position/Location	Eff Date
		B.A. Kennessaw State University	
Req. 6215	SS	Teacher, Social Studies, HS Palmetto High **B.A. University North Carolina**	8/2/2022
Req. 5887	JS	First Grade Teacher Miller Elementary **B.A. Olivet Nazarene University**	8/2/2022
Req. 6363	VS	Teacher, ESOL Resource Palmetto High **M.Phil. Zaporizhzhva State Univ.**	8/2/2022
Req. 5845	RS	Counselor, ES Sea Breeze Elementary **M.A. Central Michigan University**	8/2/2022
Req. 6137	BVH	Third Grade Teacher Palm View K-8 **M.A. Liberty University**	8/2/2022
Req. 6300	AV	Counselor, HS Lakewood Ranch High **M.S. Syracuse University**	8/2/2022
Req. 6769	JV	Teacher, Resource Daughtrey Elementary **Ed.S. Walden University**	8/2/2022
Req. 6415	VW	Third Grade Teacher Miller Elementary **B.A. Grand Canyon University**	8/2/2022
Req. 6923	AW	Teacher, Pre-K Integrated Braden River Elementary **B.A. Saint Leo University**	8/2/2022
Req. 5936	JW	Teacher, Science, HS Manatee High **B.A. Florida Atlantic University**	8/2/2022
Req. 6019	MW	Teacher, Reading, HS Lakewood Ranch High **M.A. University South Florida**	8/2/2022

Type		Information/Position/Location	Eff Date
Req. 5790	TW	Fifth Grade Teacher Myakka Elementary **B.A. University South Florida**	8/2/2022
Req. 6053	JW	Teacher, Art, MS Lee Middle **B.A. University of Tampa**	8/2/2022
Req. 6765	JW	First Grade Teacher Bayshore Elementary **B.S. Slippery Rock University**	8/2/2022
Req. 5862	CW	Teacher, Pre-K Bayshore Elementary **M.S. Touro College**	8/2/2022
Req. 6683	KW	Kindergarten Teacher Samoset Elementary **B.A. Florida State University**	8/2/2022
Req. 6011	CY	Counselor, MS Braden River Middle **M.A. University of Texas**	8/2/2022
Req. 5853	DZ	Teacher, EBD/SC Bayshore High **M.S. Dominican University**	8/2/2022
Appointments/Supp			
	MA	School Clerical Assistant, 10 Mo. Prine Elementary	7/28/2022
	SB	Payroll Specialist School Support Center	7/25/2022
	MC	Registrar I Professional Support Center	7/11/2022
	MCS	Guidance Clerk, ES Manatee Elementary	8/1/2022
	JC	Senior School Secretary, ES Miller Elementary	7/28/2022
	LE	Guidance Clerk	7/11/2022

Type	Information/Position/Location	Eff Date
	Braden River High	
DF	Safety Guardian Matzke Support Center	8/2/2022
NH	Safety Guardian Matzke Support Center	7/25/2022
SH	School Clerical Assistant, 10 Mo. Parrish Community High	7/25/2022
SH	School Bookkeeper, 10.5 Mo. Samoset Elementary	7/18/2022
EJ	School Registrar I, ES Palm View K-8	7/11/2022
KK	School Clerical Assistant, 10 Mo. Witt Elementary	7/25/2022
MLH	School Bookkeeper, 10.5 Mo. Palmetto Elementary	7/18/2022
EL	Safety Guardian Matzke Support Center	8/2/2022
BM	School Clerical Assistant, 10 Mo. King Middle	7/26/2022
MN	School Clerical Assistant, 10 Mo. Lakewood Ranch High	7/25/2022
LR	School Registrar I, ES Bayshore Elementary	7/11/2022
LR	Cafeteria Manager I, Floater Wakeland Support Center	7/19/2022
ARP	School Clerical Assistant, 10 Mo. Lee Middle	7/25/2022
BR	Customer Service Rep, Trans. Matzke Support Center	7/25/2022
DDS	Custodian 8 Hr.	7/12/2022

Type		Information/Position/Location	Eff Date
		Southeast High	
	CSB	Custodian 8 Hr. Lincoln Middle	7/11/2022
	ES	Guidance Clerk, ES Daughtrey Elementary	7/25/2022
	DS	Custodian 8 Hr. Manatee High	7/11/2022
	NT	Food Service Training Wakeland Support Center	7/25/2022
	RV	Safety Guardian Matzke Support Center	8/2/2022
	JV	Safety Guardian Matzke Support Center	8/2/2022
	LY	Custodian 8 Hr. Palm View K-8	7/20/2022
	AMZ	Human Resources Specialist II School Support Center	7/11/2022
Promotions/Admin			
	KC	From: Dean Parrish Community High To: Assistant Principal Braden River Middle	8/1/2022
	JD	From: School Coordinator Buffalo Creek Middle To: Assistant Principal Jain Middle	8/1/2022
	ML	From: School Coordinator Manatee Elementary To: Assistant Principal, ES Oneco Elementary	7/10/2022
Resignations/Admin			
	DE	Deputy Superintendent Instructional School Support Center	7/7/2022
	LF	Assistant Principal, ES	7/23/2022

Type		Information/Position/Location	Eff Date
		Williams Elementary	
	KH	School Nurse, RN Freedom Elementary	7/26/2022
	JJ	Dean Braden River High	8/1/2022
	MK	Dean Bayshore High	7/22/2022
	PK	Senior Budget Analyst School Support Center	7/28/2022
	KL	School Nurse, RN Palm View K-8	7/24/2022
	RO	Data Center Support Engineer School Support Center	8/5/2022
Resignations/Para			
	CA	Teacher Aide, ESE Mills Elementary	8/2/2022
	CA	Teacher Aide, Pre-K Integrated Freedom Elementary	7/21/2022
	SB	Teacher Aide, ESE, One-on-One Palm View K-8	7/28/2022
	MB	Teacher Aide, ES Daughtrey Elementary	7/19/2022
	JC	Teacher Aide, ESE, One-on-One Rogers Garden-Bullock Elementary	6/30/2022
	RD	Classroom Sub Sugg Middle	7/11/2022
	AF	Teacher Aide, ESE Mills Elementary	7/28/2022
	SK	Teacher Aide, Pre-K Willis Elementary	7/19/2022
	KL	Teacher Aide, ESE	7/12/2022

Type		Information/Position/Location	Eff Date
		Kinnan Elementary	
	VM	Teacher Aide, ESE Freedom Elementary	7/15/2022
	AR	Teacher Aide, ES Oneco Elementary	8/1/2022
	LR	Teacher Aide, ES, Title I Daughtrey Elementary	7/18/2022
	GR	Teacher Aide, ESE Johnson K-8	7/26/2022
	TRL	Teacher Aide, ESE Bayshore Elementary	7/28/2022
	KR	Teacher, Language Arts, MS Sugg Middle	7/14/2022
	AS	Teacher Aide, ESE Braden River High	7/16/2022
	GT	Teacher Aide, ESE King Middle	8/2/2022
	AW	Teacher Aide, ESE Lincoln Middle	7/30/2022
	AY	Home School Liaison Manatee Elementary	7/28/2022
Resignation/Prof			
	JA	Teacher, ASD Miller Elementary	7/19/2022
	SA	Teacher, Language Arts, MS Jain Middle	7/20/2022
	SA	Reading Coach, HS Bayshore High	7/20/2022
	KB	Kindergarten Teacher Manatee Elementary	7/28/2022
	SB	Student Support Specialist	7/24/2022

Type	Information/Position/Location	Eff Date
	King Middle	
BB	Teacher, Social Studies, HS Manatee High	7/11/2022
AC	Teacher, Mathematics, MS Jain Middle	7/2/2022
RC	Teacher, ESOL Resource Palm View K-8	8/1/2022
KC	Teacher, Dropout Prevention, MS Nolan Middle	8/3/2022
SC	Counselor, ES Samoset Elementary	7/18/2022
DC	Teacher, Dropout Prevention, HS Manatee High	7/20/2022
AC	Teacher, Heath Science Educ. Parrish Community High	8/1/2022
CD	Second Grade Teacher Prine Elementary	7/31/2022
JD	Media Specialist, MS Lincoln Middle	7/29/2022
CD	ESE Specialist Professional Support Center	7/28/2022
ME	Teacher, Social Studies, HS Southeast High	7/9/2022
SF	Teacher, Science, MS Jain Middle	7/14/2022
VG	Third Grade Teacher Bashaw Elementary	7/14/2022
NG	Teacher, IND/SC Braden River High	7/13/2022
DH	Teacher, Business Technology Educ.	6/30/2022

Type	Information/Position/Location	Eff Date
	Manatee Technical College	
NK	Teacher, Music, HS Palmetto High	7/25/2022
NK	Teacher, ASD King Middle	8/2/2022
SK	Teacher, World Language, MS Haile Middle	7/7/2022
GL	Teacher, Social Studies, HS Palmetto High	8/1/2022
AM	Teacher, Business Technology Buffalo Creek Middle	7/25/2022
IM	Third Grade Teacher Manatee Elementary	7/28/2022
EM	Student Support Specialist King Middle	7/20/2022
KM	Teacher, Physical Education, MS Johnson K-8	7/9/2022
SM	Teacher, Mathematics, MS Jain Middle	7/27/2022
KN	Second Grade Teacher Tillman Elementary	7/15/2022
FO	Teacher, Science, MS Sugg Middle	7/14/2022
KO	Teacher, Physical Education, HS Bayshore High	7/25/2022
MP	Third Grade Teacher Manatee Elementary	7/28/2022
DR	Teacher, Language Arts, HS Braden River High	7/20/2022
LR	Testing Administrator	7/12/2022

Type		Information/Position/Location	Eff Date
		Braden River High	
	LR	Teacher, Art King Middle	7/18/2022
	CS	First Grade Teacher Oneco Elementary	7/21/2022
	CS	Teacher, VE Rogers Garden-Bullock Elementary	7/19/2022
	AS	Teacher, Mathematics, HS Parrish Community High	7/15/2022
	LS	Teacher, VE Samoset Elementary	7/18/2022
	DS	First Grade Teacher Rogers Garden-Bullock	8/1/2022
	LS	Media Specialist, ES Samoset Elementary	7/12/022
	SS	Second Grade Teacher Miller Elementary	7/25/2022
	KS	First Grade Teacher Miller Elementary	8/3/2022
	MT	Fourth Grade Teacher Miller Elementary	8/2/2022
	TT	Fourth Grade Teacher Rogers Garden-Bullock	7/19/2022
	KW	Second Grade Teacher Oneco Elementary	7/29/2022
Resignation/Supp			
	DC	Bus Driver Matzke Support Center	7/6/2022
	AC	Bus Aide Matzke Support Center	7/20/2022
	LC	Food Service Worker - 6 Hr.	7/29/2022

Type	Information/Position/Location	Eff Date
	Gullett Elementary	
CC	Custodian 8 Hr. Abel Elementary	7/8/2022
AC	Bus Aide Matzke Support Center	7/25/2022
MF	School Nurse, LPN Daughtrey Elementary	7/28/2022
CG	Custodian 8 Hr. King Middle	7/13/2022
RG	Custodian 8 Hr. Bayshore High	7/26/2022
MH	Guidance Clerk Jain Middle	7/19/2022
EJ	School Registrar I, ES Palm View K-8	7/27/2022
JL	Administrative Secretary Matzke Support Center	7/15/2022
VM	School Clerical Assistant, 10 Mo. Johnson K-8	8/10/2022
TN	Food Service Worker - 5 Hr. Parrish Community High	7/14/2022
SS	School Nurse, LPN King Middle	7/14/2022
KS	Bus Aide Matzke Support Center	7/6/2022
AW	Bus Driver Matzke Support Center	6/24/2022
JW	Head Custodian I Bashaw Elementary	6/7/2022
AMZ	Human Resources Specialist II	7/13/2022

Type		Information/Position/Location	Eff Date
		School Support Center	
Retirements/Admin			
	KC	Assistant Principal, MS Braden River Middle **13.15 Years**	8/10/2022
	GOM	Certification Coordinator School Support Center **9.08 Years**	7/9/2022
Retirements/Para			
	MB	Teacher Assistant, MS, ISS Nolan Middle **17.40 Years**	7/30/2022
	BD	Teacher Aide, Pre-K Williams Elementary **29.90 Years**	11/1/2022
Retirements/Prof			
	RB	First Grade Teacher McNeal Elementary **32 Years**	8/1/2022
Retirements/Supp			
	AB	Bus Driver Matzke Support Center **34.90 Years**	11/1/2022
	KD	Food Service Worker - 3 Hr. Witt Elementary **10.90 Years**	7/27/2022
	DH	Bus Driver Matzke Support Center **13.08 Years**	8/6/2022
	BP	Head Custodian II Braden River Middle **15.51 Years**	8/13/2022
	ET	Senior School Secretary, HS Manatee High **26.36 Years**	9/1/2022
	LW	Trans Safety Officer/Trainer Matzke Support Center	10/1/2022

Type		Information/Position/Location	Eff Date
		28.24 Year	
Terminations/Prof			
	EF	Second Grade Teacher Ballard Elementary	7/11/2022
	MM	Third Grade Teacher Samoset Elementary	7/19/2022
Terminations/Supp			
	DC	Warehouse Driver/Worker I Matzke Support Center	7/7/2022
	PS	School Clerical Assistant, 11 Mo. Horizons Academy	7/19/2022
	MV	Custodian 8 Hr. Freedom Elementary	7/13/2022
	MV	Custodian 8 Hr. Johnson K-8	7/13/2022
Transfers/Admin			
	AA	From: Business Systems Analyst School Support Center To: Senior Budget Analyst School Support Center	7/10/2022
	FC	From: Assistant Principal, ES Mills Elementary To: School Coordinator Gullett Elementary	8/2/2022
	VF	From: Federal Programs Specialist Professional Support Center To: Instruction/Curric. Coordinator Professional Support Center	7/1/2022
	MF	From: Assistant Principal, ES Ballard Elementary To: Assistant Principal, ES Willis Elementary	7/10/2022
	VH	From: Guidance Clerk Braden River High To: College & Career Advisor Braden River High	8/2/2022

Type		Information/Position/Location	Eff Date
	TM	From: Bus Driver Matzke Support Center To: Transportation Coordinator Matzke Support Center	7/11/2022
	AR	From: Student Support Specialist Harvey Elementary To: School Coordinator Harvey Elementary	7/24/2022
	JR	From: Tech Service Desk Specialist School Support Center To: Field Technician Professional Support Center	8/1/2022
Transfers/Para			
	JAC	From: Teacher, Social Studies, MS Jain Middle To: Teacher Aide, ESOL Jain Middle	8/2/2022
	GB	From: Grad. Enhancement Tech Samoset Elementary To: Behavior Tech Professional Support Center	8/2/2022
	FC	From: Teacher Asst., Drivers Educ. Braden River High To: Teacher Aide, Pre-K Integrated Prine Elementary	8/2/2022
	DC	From: Tchr Aide, ESE, One-on-One Witt Elementary To: Classroom Sub Witt Elementary	8/2/2022
	WD	From: Teacher Aide, ES Willis Elementary To: Physical Education Tech Willis Elementary	8/2/2022
	DE	From: Teacher, Pre-K Integrated Prine Elementary To: Teacher Aide, Pre-K Integrated Prine Elementary	8/2/2022

Type		Information/Position/Location	Eff Date
	RGM	From: Tchr. Aide, ESE, One-on-One Palm View K-8 To: Teacher Aide, ESOL Samoset Elementary	7/24/2022
	MJ	From: Food Service Worker-6 Hr. Haile Middle To: Teacher Aide, ESE, One-on-One Bashaw Elementary	7/24/2022
	EJ	From: Teacher, Pre-K Handicapped Tillman Elementary To: Teacher Assistant, Drivers Educ. Parrish Community High	8/2/2022
	MM	From: Teacher, Pre-K Handicapped Palmetto Elementary To: Teacher Aide, ESE Freedom Elementary	7/24/2022
	KM	From: Teacher Aide, ESOL Manatee Elementary To: Teacher Aide, ESOL Gullett Elementary	7/24/2022
	EQ	From: Teacher Aide, ESOL Daughtrey Elementary To: Teacher Aide, ESE Abel Elementary	7/24/2022
	AR	From: Tchr Aide, Pre-K Integrated Bayshore Elementary To: Teacher Aide, ESE Lincoln Middle	7/24/2022
	AW	From: Classroom Sub Witt Elementary To: Teacher Asst., Child Dev. Assoc. Witt Elementary	8/2/2022
Transfers/Prof			
	HA	From: Teacher, Language Arts, HS Braden River High To: Teacher, Language Arts, HS Manatee High	7/24/2022

Type	Information/Position/Location	Eff Date
DA	From: School Coordinator Manatee Elementary To: Student Support Specialist Rogers Garden-Bullock Elementary	8/2/2022
PB	From: Teacher, Social Studies, MS Palm View K-8 To: Teacher, Gifted King Middle	7/24/2022
AB	From: Teacher, Reading, MS Braden River Middle To: Teacher, VE Braden River Middle	7/24/2022
CB	From: Teacher, Special Assignment Professional Support Center To: Teacher, Resource Manatee Elementary	7/24/2022
SC	From: Senior School Secretary, ES Freedom Elementary To: Media Specialist, ES Freedom Elementary	7/24/2022
SC	From: Student Support Specialist Johnson K-8 To: Student Support Specialist Southeast High	7/24/2022
TD	From: Teacher Aide, ES, Title I Blackburn Elementary To: Teacher, VE/SC Blackburn Elementary	8/2/2022
DD	From: Grad. Enhancement Tech. Lincoln Middle To: Teacher, Reading, MS Lincoln Middle	8/2/2022
CD	From: Teacher Aide, ESE Haile Middle To: Teacher, Dropout Prevention, HS Horizons Academy	7/24/2022

Type	Information/Position/Location	Eff Date
EH	From: Teacher, VE Bayshore Elementary To: Teacher, Resource Sea Breeze Elementary	7/24/2022
SH	From: Teacher ESE Professional Support Center To: Teacher, VE Braden River High	7/24/2022
HJ	From: Teacher, Reading, MS Sugg Middle To: Fourth Grade Teacher Rogers Garden-Bullock Elementary	7/24/2022
AM	From: Teacher Aide, ESE Miller Elementary To: Teacher, Pre-K Handicapped Miller Elementary	7/24/2022
AM	From: Teacher, VE/SC Manatee Elementary To: Teacher, VE/SC Sea Breeze Elementary	7/24/2022
SM	From: Teacher Aide, Pre-K Mills Elementary To: Teacher, Technology Palmetto High	7/24/2022
DM	From: First Grade Teacher Daughtrey Elementary To: Third Grade Teacher Bayshore Elementary	8/2/2022
KO	From: Teacher Aide, ESOL Tillman Elementary To: Second Grade Teacher Tillman Elementary	7/24/2022
AP	From: Classroom Sub Anna Maria Elementary To: Teacher, Art, MS King Middle	8/2/2022

Type		Information/Position/Location	Eff Date
	SR	From: Teacher, Pre-K Handicapped Witt Elementary To: Teacher, Pre-K Handicapped Miller Elementary	8/2/2022
	ES	From: College & Career Advisor Braden River High To: Teacher, Physical Educ., HS Braden River High	8/2/2022
	BS	From: Classroom Sub Parrish Community High To: Teacher, Social Studies, HS Parrish Community High	8/2/2022
	KT	From: Classroom Sub Braden River High To: Testing Administrator Braden River High	8/2/2022
	JV	From: Third Grade Teacher Prine Elementary To: Fifth Grade Teacher Palm View K-8	7/24/2022
Transfers/Supp			
	MA	From: School Secretary II Southeast High To: School Bookkeeper, 12 Mo. Southeast High	7/11/2022
	LB	From: Registrar II Professional Support Center To: Administrative Secretary Professional Support Center	7/24/2022
	PB	From: Classroom Sub Williams Elementary To: School Clerical Assistant, 10 Mo. Williams Elementary	7/24/2022
	SD	From: School Clerical Asst., 10 Mo. Oneco Elementary To: School Bookkeeper, 10.5 Mo. Oneco Elementary	7/18/2022

Type	Information/Position/Location	Eff Date
AD	From: Cafeteria Manager I Miller Elementary To: Cafeteria Manager III Braden River Middle	7/24/2022
KH	From: School Clerical Asst., 10 Mo. Williams Elementary To: Guidance Clerk Williams Elementary	7/17/2022
CH	From: HR Specialist I School Support Center To: Finance Secretary, Exec. Dir. School Support Center	7/24/2022
RLF	From: Senior School Secretary, ES Ballard Elementary To: Jr. Accountant Professional Support Center	7/17/2022
CM	From: School Clerical Asst., 10 Mo. Daughtrey Elementary To: School Clerical Asst., 10 Mo. Rogers Garden-Bullock Elementary	7/24/2022
LN	From: Food Serv. Operations Spec. Wakeland Support Center To: Food Service Supervisor Matzke Support Center	7/11/2022
MP	From: Assistant Manager, Food Svc. Bayshore High To: Cafeteria Manager I Witt Elementary	8/1/2022
AP	From: Account Specialist Manatee Technical College To: Jr. Accountant Professional Support Center	7/17/2022

AGENDA ITEM NO. 7.14

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

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

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

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

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

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 2
Improve teacher and other employee retention rates.

Recommendation
The Superintendent recommends approval of the report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Doug Wagner

Attachments:
OOF Content 8.9.2022
OOF ESOL 8.9.2022
OOF Reading 8.9.2022

OOF Content 8.9.2022 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Wallace	Wayne	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/26/2020	10/8/2021
Williams	Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	3/8/2019	9/5/2018
Blank	Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/29/2019	10/31/2020
Byrne	James	Bayshore High School	Tchr, Science, HS	Physics 6-12	8/1/2019	12/18/2020
Van Zandt	Mary	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/21/2020	1/6/2021
Artis	Heather	Abel Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	7/30/2021	5/31/2022
Durocher	Christy	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/28/2019	2/14/2020
Neathery	Michele	Bayshore High School	Tchr, Reading, HS	English 6-12	1/21/2021	5/31/2021
Siegel	Kristin	Parrish Community High School	Tchr, Reading, HS	Biology 6-12	11/4/2020	10/19/2021
Cummings	Stacy	Palm View K-8 School	Tchr, VE	Exceptional Student Education K-12	9/19/2018	5/1/2019
Bigler	Cynthia	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/1/2019	5/31/2019
Ortiz	Joan	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/16/2019	10/21/2021
Cobb	Jennifer	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	8/20/2018	5/30/2019
Martin	Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/1/2019	3/5/2020
Calcorzi	Angel	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	7/30/2021	5/31/2022
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/14/2020	5/31/2022
Soudijn	Cheryl	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	9/13/2020	5/31/2021
Henderson	Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	3/8/2019	9/5/2018
Vonseggern	Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	7/21/2020	5/31/2021
Uhlinger	Chad	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/29/2020	9/23/2021
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/4/2019	10/12/2019
Shaffer	Amy	Abel Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	6/30/2022	5/31/2023
Miller	Akilla	Manatee High School	Tchr, Science, HS	Biology 6-12	10/27/2020	10/8/2021
Fearon	Victoria	Palm View K-8 School	Tchr, VE	Elementary Education K-6	9/5/2018	5/31/2019
Torchia	Whitney	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/10/2021	5/31/2022
Torchia	Whitney	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/10/2021	5/31/2023
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 1	8/9/2019	5/31/2020
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 2	8/9/2019	5/31/2021
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 3	8/9/2019	5/31/2022
Corbett	Brooke	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/16/2019	10/11/2021
Franklin	Katrina	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	2/14/2022	11/1/2022
Pippin	Tami	King Middle School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/6/2020	5/31/2021
Pippin	Tami	King Middle School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/6/2020	5/31/2022
McDaniel	Lauren	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	8/21/2021	5/31/2022
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Earth-Space Science 6-12	2/28/2019	10/4/2022
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	English 6-12	2/28/2019	10/4/2021
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Health K-12	2/28/2019	10/4/2023
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	2/28/2019	10/4/2021
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Social Science 6-12	8/27/2018	5/31/2019
Kennedy	Ryan	Parrish Community High School	Tchr, VE	English 6-12	3/6/2021	2/12/2022
Luther	Latece	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/13/2021	5/31/2022
Gibson	Joseph	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	8/3/2020	5/31/2021
Bomar	Brittani	Kinnan Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/28/2020	5/31/2021
Storey	Peggy	Tillman Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	12/17/2020	11/24/2021
Trefil	Elsa	Williams Elementary School	Tchr, VE	Elementary Education K-6	3/1/2019	10/12/2019
Cobb	Sylvia	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Wines	Marcia	Southeast High School	Tchr, Language Arts, HS	English 6-12	1/10/2019	12/12/2019
Greene	Nailah	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	8/10/2018	5/31/2019
King	Christopher	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2019	10/3/2019
Yueng-Nieves	Kathryn	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	3/1/2019	10/5/2019
Silva	John	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/31/2018	5/31/2019
Pellicone	Jessica	Lakewood Ranch High School	Tchr, TV Production	Engineering and Technology Education	10/17/2018	3/20/2019
Walton	Ronald	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/22/2022	5/31/2022
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/8/2020	10/5/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/8/2020	10/5/2022
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/17/2018	10/3/2021
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/17/2018	10/23/2020
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/17/2018	10/3/2022
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/17/2018	10/3/2020
Gunn	Alan	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Gunn	Alan	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	English 6-12	10/26/2020	10/8/2021
Gunn	Alan	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	7/30/2020	5/31/2021
Garrity	Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	2/28/2019	10/15/2019
Butcher	John	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/26/2020	10/8/2021
Mercado	Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	10/23/2019	7/13/2018
Tate	Kiara	Southeast High School	Tchr, Other Classroom	English 6-12	8/10/2018	5/31/2019
Turi	Amanda	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/17/2018	10/3/2019

Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/20/2018	8/1/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	8/20/2018	5/30/2020
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	8/20/2018	5/30/2021
Storm	Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	3/6/2021	2/12/2022
Keiper	Keala	Samoset Elementary School	Tchr, VE/SC	Elementary Education K-6	8/21/2021	5/31/2022
Keiper	Keala	Samoset Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/21/2021	5/31/2022
Galiardo	Stacey	Palmetto Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	7/31/2020	5/31/2021
Mullins	Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	8/4/2020	5/31/2021
Kandel	Katherine	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/28/2019	3/2/2019
Phelps	Shomari	Southeast High School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	8/25/2020	6/30/2023
Phelps	Shomari	Southeast High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	8/25/2020	5/31/2021
Crowe	Maribel	Horizons Academy	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	9/26/2020	5/31/2021
Deppen	Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	10/4/2018	5/31/2019
Sutton	Sierra	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	8/10/2020	5/31/2021
Frech	Aaron	Sugg Middle School	Tchr, Language Arts, MS	Elementary Education K-6	8/14/2018	6/30/2018
Guerrero	Eduardo	Lee Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/5/2021	12/10/2021
Bachman	Annemarie	Myakka Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/17/2022	1/31/2023
Shreve	Heather	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	10/6/2021	9/13/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/7/2020	10/5/2021
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/7/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/7/2020	10/5/2023
Bencie	Teresa	Southeast High School	Tchr, World Language, HS	World Language – French K-12	8/13/2018	5/31/2020
Bencie	Teresa	Southeast High School	Tchr, World Language, HS	World Language – Spanish K-12	8/13/2018	5/31/2019
Ingram	Elizabeth	Palm View K-8 School	Tchr, Fourth Grade	Gifted Endorsement Class 2	11/5/2020	11/1/2021
Baity	Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/22/2021	5/31/2022
Baity	Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/24/2019	2/23/2021
Culton	Christopher	Parrish Community High School	Tchr, VE	Biology 6-12	2/28/2019	3/4/2021
Culton	Christopher	Parrish Community High School	Tchr, VE	English 6-12	2/28/2019	3/4/2020
Culton	Christopher	Parrish Community High School	Tchr, VE	Mathematics 6-12	2/28/2019	3/4/2022
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	10/17/2018	5/31/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	10/17/2018	5/31/2020
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	10/17/2018	5/31/2021
Highley	Tamara	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	1/30/2020	2/7/2021
Dehetre	Kimberly	Braden River High School	Tchr, Science, HS	Earth-Space Science 6-12	2/28/2019	2/1/2020
Koehlinger	Melissa	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/17/2018	10/3/2020
Westendorf	Michelle	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	2/6/2021	1/11/2022
Connolly	Karen	Williams Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	8/26/2020	5/31/2021
Woughter	Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2018	10/19/2019
Goodyear	Calaina	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	3/5/2020	5/31/2020
Aguado	Sarah	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	8/28/2020	5/31/2021
Davies	Jenna	Parrish Community High School	Tchr, Science, HS	Biology 6-12	8/10/2018	5/31/2019
Rickenbrode	Jaclyn	Palm View K-8 School	Tchr, Third Grade	Gifted Endorsement Class 2	11/5/2020	11/1/2021
Koci	Stanley	Palm View K-8 School	Tchr, Science, MS	Middle Grades General Science 5-9	8/10/2018	5/31/2019
Martinez	Stephanie	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/7/2020	5/31/2021
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/1/2021	5/31/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Physical Education K-12	10/16/2019	10/16/2020
Benjoud	Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	10/9/2019	5/31/2022
Dorman	Brianne	Sea Breeze Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	9/15/2021	9/15/2022
Hincapie-Lopez	Diana	Abel Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	8/6/2019	5/31/2021
Verity	Kelly	Imagine Sch Lakewood Ranch CS	Tchr, Fifth Grade	Elementary Education K-6	7/18/2019	5/31/2020
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/23/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/23/2020	5/31/2022
Rogers	Kharma	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/9/2019	5/31/2022
Mainer	Angela	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	8/2/2019	5/1/2020
Tretolo	Stephanie	Bashaw Elementary School	Tchr, Fourth Grade	Music K-12	8/20/2020	11/15/2021
Schonberger	Gina	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/24/2021	5/31/2022
Patalano	Hailey	Parrish Community High School	Tchr, Art, HS	Drama 6-12	7/1/2019	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	5/12/2020	6/10/2020
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Mathematics 5-9	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	6/9/2020	5/31/2022
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Social Science 5-9	6/9/2020	5/31/2023
Cendan	Alexander	Blackburn Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	10/7/2021	9/24/2022
Mezzina	Sabrina	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/10/2019	10/1/2021
Ramirez	Maria	Palma Sola Elementary School	Tchr, VE	Elementary Education K-6	7/15/2019	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 1	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 2	8/27/2020	5/31/2022
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	8/30/2019	5/1/2020
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	8/30/2019	5/1/2021
Huffman	Julia	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	9/27/2021	5/31/2020
Bishop	Meghan	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	1/8/2020	10/7/2020
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2019	10/16/2021

Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2019	10/16/2022
Jones	Cary	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/7/2021	10/4/2022
Henry	Louis	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	8/3/2020	1/3/2021
Smith	Samantha	Horizons Academy	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/13/2020	5/31/2021
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/11/2020	2/28/2023
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	3/11/2020	2/28/2024
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	3/11/2020	2/28/2021
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	3/11/2020	2/28/2022
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2019	12/2/2020
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2019	12/2/2021
Hodge	Toni Ann	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/13/2022	12/13/2022
Hodge	Toni Ann	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/13/2022	12/13/2023
Carpenter	Ashley	Harvey Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	8/3/2020	5/31/2021
Darland	Deborah	Southeast High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/15/2022	5/31/2022
Swinkels	Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	9/13/2020	5/31/2021
Suchy	Michael	Manatee High School	Tchr, Physical Educ, HS	Physical Education K-12	10/27/2021	1/1/9202
Matyasi	Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	8/27/2020	10/2/2021
Corbran	Caitlyn	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	3/10/2021	5/31/2021
Hubbs	Brooke	Imagine Sch Lakewood Ranch CS	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	8/14/2020	5/31/2021
Campbell	Emily	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	10/22/2020	9/22/2021
DiSante	Sommer	Sugg Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	10/26/2020	10/8/2021
Emerick	Hannah	Sugg Middle School	Tchr, Language Arts, MS	English 6-12	2/3/2021	1/12/2022
Bracciano	Kathryn	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	7/20/2020	5/31/2021
Reeves	Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	8/18/2020	5/31/2021
Keats	Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/19/2020	5/31/2021
Zachary	Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	9/13/2020	5/31/2020
Ngo	Jacqueline	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	7/30/2020	5/31/2021
Keysor	Alexandra	Abel Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	7/22/2020	5/31/2023
Shelby	Hannah	Manatee Elementary School	Tchr, Music, ES	Music K-12	1/21/2022	1/10/2023
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2021	12/13/2022
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2021	12/13/2023
Galati	Natasha	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	8/3/2020	5/31/2021
Muntz	Steve	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	9/14/2020	5/31/2021
Wilkes	Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/27/2021	10/21/2022
Bohman	Megan	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	9/17/2020	5/31/2021
Klaput	Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/17/2020	5/31/2021
Russell	Jessica	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/4/2020	10/30/2021
Webb	James	Palmetto High School	Tchr, Social Studies, HS	Social Science 6-12	9/12/2021	5/31/2022
Dowling	Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	8/17/2021	5/31/2022
Pavlovic	Natalie	Haile Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/26/2021	5/31/2022
Pavlovic	Natalie	Haile Middle School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/26/2021	5/31/2022
Pavlovic	Natalie	Haile Middle School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/26/2021	5/31/2023
Green	Phillip	Prine Elementary School	Tchr, Fourth Grade	Elementary Education K-6	10/7/2021	6/30/2024
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/20/2021	5/31/2022
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/20/2021	5/31/2023
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/20/2021	5/31/2024
Murphy	Jack	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/27/2021	10/7/2022
Weingold	Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/8/2021	10/7/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/18/2021	5/31/2023
Ceruti	Kaitlyn	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/6/2021	5/31/2022
Ceruti	Kaitlyn	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/6/2021	5/31/2023
Wright	Kimberly	Horizons Academy	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	9/10/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/1/2021	5/31/2023
Boardman	Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021	9/27/2021
Wright	Rebecca	Buffalo Creek Middle School	Tchr, Physical Educ, MS	Physical Education K-12	10/14/2021	9/30/2022
Morris	Barbara	Horizons Academy	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/3/2021	6/30/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/12/2021	5/31/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/12/2021	5/31/2023
Coleman	Brittney	Tara Elementary School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	6/30/2022	2/7/2023
McGarry	Hunter	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/8/2021	5/31/2023
Hebert	Kristy	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	2/3/2022	5/31/2022
Boyd	Stephanie	Jain Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	10/21/2021	10/5/2022
Diss	Amy	Braden River Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/19/2021	11/29/2022
Shillinglaw	Beth	Williams Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	11/16/2021	11/1/2022
Vanderford	Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	10/21/2021	10/8/2021
Amos	Jacob	Miller Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/19/2022	8/4/2023

Amos	Jacob	Miller Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/19/2022	10/4/2024
Krell	Samantha	Lakewood Ranch High School	Tchr, Language Arts, HS	Social Science 6-12	10/27/2021	10/21/2022
Snowden	Rachel	Manatee Elementary School	Tchr, First Grade	Elementary Education K-6	11/3/2021	11/15/2022
Pointer	Michelle	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	1/21/2022	1/4/2022
Easterling	Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/18/2022	2/7/2023
Reynolds	Jennifer	King Middle School	Tchr, Gifted	Gifted Endorsement Class 1	12/12/2019	5/31/2020
Reynolds	Jennifer	King Middle School	Tchr, Gifted	Gifted Endorsement Class 2	12/12/2019	5/31/2021
Reynolds	Jennifer	King Middle School	Tchr, Gifted	Gifted Endorsement Class 3	12/12/2019	5/31/2022
Childers	Kelly	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2021	1/21/2022
Dillahay	Olivia	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/28/2019	3/1/2020
Timmons	Brett	Southeast High School	Tchr, Other Classroom	English 6-12	6/23/2018	9/18/2020
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	6/23/2018	9/18/2018
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Social Science 6-12	6/23/2018	9/18/2019
Maddox	Annette	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/28/2019	2/6/2006
Phillips	Dianne	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	10/26/2021	8/1/2022
Motlow-Newhall	Melanie	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/26/2020	10/8/2021
Routhier	Charles	Bayshore High School	Tchr, Business Technology	Business Education 6-12	1/21/2021	5/31/2021

OOF ESOL 8.9.2022 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
McCray	Juliette	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/7/2019	8/1/2021
Miller	Cory	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/28/2019	6/1/2015
Beck	Karen	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/12/2021	8/1/2023
Aadson	Tatyana	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	5/7/2019	8/1/2007
Kanai	Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	6/28/2019	7/1/2010
Palmiere	Kelly	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	5/2/2003
Assha	Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	3/11/2021	8/1/2012
Hayes	Ellie	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	5/22/2019	4/20/2009
Hinton	Renee	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/14/2019	6/24/2005
Haushalter	Dawn	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	1/21/2020	8/1/2021
Odell	Keltie	Manatee High School	Tchr, VE	ESOL End. Class 1	5/8/2019	8/1/2007
Perry	Sarah	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/20/2020	8/1/2023
D'Urso	Maureen	Palmetto High School	Tchr, VE	ESOL End. Class 1	6/27/2019	4/19/2011
Lockhart	Ashley	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/24/2019	8/1/2021
Phillips	Kristen	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2010
Douglas	Kelli	Lincoln Memorial Middle School	Tchr, VE	ESOL End. Class 1	3/10/2021	8/1/2012
Kelly	Ann	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	8/1/2018
Seiler	Tracy	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	5/17/2021
Watkins	Jacqueline	Manatee High School	Tchr, VE	ESOL End. Class 1	10/1/2021	8/1/2022
Brown	Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/23/2024
Morris	Amy	Miller Elementary School	Tchr, VE	ESOL End. Class 1	6/19/2019	10/25/2007
Krakowski	Michelle	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	6/28/2019	8/1/2021
Jaimes	Maria	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/1/2021	8/1/2021
Baxter	Maurice	Horizons Academy	Tchr, Dropout Prevention, HS	ESOL End. Class 1	9/6/2019	8/1/2012
Lynch	Sarah	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/10/2019	4/26/2006
Gardini	Elizabeth	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/4/2019	8/1/2020
Delgado Vazquez	Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	3/9/2021	8/1/2015
Babroski	Angela	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2009
Mason	Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2014
Keenan	Cara	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	6/5/2019	7/1/2013
Carroll	Laura	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	6/28/2019	1/1/2017
Rambo	Christopher	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2014
Holbrook	Colleen	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	7/1/2013
Cummins	Anthony	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Camarda	Heather	Kinnan Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/4/2019	8/1/2018
Perez Valdez	Ruth	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	5/17/2020	8/1/2019
Peters	Tina	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Winston	Lora	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	5/15/2019	8/4/2017
Ajani-Smith	Leonilla	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2015
Thomas	Tanya	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/30/2020	8/1/2021
Lyons	Kathleen	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	6/26/2019	7/1/2012
Thomas	Sheree	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018	8/1/2018
Perkins	Sonja	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/13/2019	5/23/1998
Ingham	Gwyneth	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/5/2019	7/1/2014
Bowers	Ann	Braden River Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/13/2019	8/1/2012
Baker	Sarah	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/11/2019	8/1/2015
Fluellen-Reitwiesner	Regina	Jain Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	12/5/2016
Luck	Michelle	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	5/22/2019	8/1/2019
Norman-Webb	Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	5/9/2019	1/19/2011
Hosker	Jeanne	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/21/2018	8/1/2019
Childress	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	11/17/2020	8/1/2022
Bryant	Andre	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	10/23/2020	8/1/2022
Wardell	Amy	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/12/2019	12/3/2002
Myers	William	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 5	11/27/2021	8/19/2017
Hubbard	Brett	Palma Sola Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	1/15/2020	8/1/2021
Peters	David	Harvey Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/31/2018	8/1/2020
Tschiember	Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Gleason	Katie	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	6/21/2019	12/14/2015
Paternostro	Nicole	Parrish Community High School	Tchr, VE	ESOL End. Class 1	5/7/2019	8/1/2019
Watts	Noemi	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/14/2019	8/1/2016
Bizek	Sara	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Waldrop	Stephanie	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	7/1/2015

Rueping	Melissa	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Chabak	Donna	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2018
Anderson	Heather	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/17/2019	6/12/2014
Gulbrandsen	Angela	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Grant	Jennifer	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/13/2019	12/14/2015
Hart	Vera	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2016
Boyd	Malinda	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	8/1/2019
Vicens	Sarah	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/19/2020	8/1/2022
Ortega	Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Galletta	Kimberly	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	4/24/2020
Bickford	Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	10/30/2019	8/1/2021
Kudelko	David	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2016
Hubley	Jennifer	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Garcia	Frances	Blackburn Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Pond	Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Earl	Lauren	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/3/2022	8/1/2020
Hustedt	Linda	Lee Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	8/1/2019
Avila- Mangual	Adrianne	Southeast High School	Tchr, Mathematics, HS	ESOL End. Class 1	6/19/2019	8/1/2016
Jackson	Brandi	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	12/19/2018	8/1/2021
Devriendt	Erin	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Williams	Hannah	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/3/2019	8/1/2017
Mcclone	Jillian	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/17/2019	5/8/2016
Anioce	Swenson	Southeast High School	Tchr, VE	ESOL End. Class 1	9/9/2021	8/1/2023
Lentzke	Rose	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	7/18/2019	8/1/2021
Cannon	Angela	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/27/2019	8/1/2017
Pena	Olga	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2018	8/1/2017
Overby	Molly	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	6/18/1998
Lovewell	Chad	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	6/7/2012
Stevens	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2017
Mueller	Megan	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2017
Jones	Kimberly	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2019
Nickerson	Susan	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/7/2019	2/11/2012
Candelora Baker	Nicole	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	7/1/2020
Nelson	Stacie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/8/2021	8/1/2017
Townsend	Emily	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	1/9/2022	2/20/2020
Lima	Fernanda	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/10/2020	8/1/2017
Lund	Ashley	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2021	8/1/2021
Arsalai	Sadaf	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/15/2021	8/1/2023
Llamas	Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/24/2018	8/1/2020
Comegno	Iris	Braden River Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Jackson	Deelah	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/21/2019	8/1/2017
Rosenbaum	Kristina	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/10/2019	8/1/2019
Nunemaker	Jessica	Manatee Elementary School	Tchr, Resource	ESOL End. Class 1	6/3/2019	8/1/2018
Moreno-Hernandez	Diana	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	10/27/2021	8/1/2023
Fruchey	Samantha	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/26/2019	8/1/2018
Scott-Atbashian	Larissa	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2017
Lane	Barbara	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	6/24/2019	8/1/2021
Bean	Sophie	King Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/27/2018	8/1/2020
Ruiz	Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2018	8/1/2020
Frisbie	Jason	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/11/2019	8/1/2018
Erby	Lisa	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/21/2018	8/1/2019
Dunlap	Lori	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Balatoni	Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Coetzee	Nicolette	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	9/18/2020	8/1/2022
Neri	Anna	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	6/19/2019	8/1/2017
Jandula	Sommer	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Clark	Julie	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/12/2019	8/1/2018
Thornton	Joshua	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	12/8/2021	10/27/2020
Pinckney	Lesley	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Holmes	Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	6/19/2019	8/1/2016
Rulhe	Heather	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2018
Small	Tyler	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Moore	Peggy	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/8/2020	8/1/2020
Wright	Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/10/2019	8/1/2017

Holgado Castro	Sandra	Johnson K-8 Sch of Int Studies	Tchr, ESOL Resource	ESOL End. Class 4	1/4/2022	1/4/2022
Jett	Sarah	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	6/11/2019	8/1/2019
Urban	Tiffany	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Cardozo	Chelsea	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Sneed	Nicole	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Winfield	Meigan	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/5/2018	8/1/2020
Ramos Chesnik	Claudia	Rogers Garden-Bullock ES	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Walker	Michael	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/19/2021	8/1/2021
Chanelo Rodriguez	Edith	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/15/2021	8/1/2023
Santiago	Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	10/10/2018	8/1/2020
Melo Espinosa	Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	5/9/2019	8/1/2019
Bixler	Kathleen	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Wetherington	Joy	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Givens	Phyllis	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	6/13/2019	8/1/2019
Cartwright	Elizabeth	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/5/2019	8/1/2021
Hughes	Holley	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2019
Rumbaugh	Meghan	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Moeller	Renee	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Collett	Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Anderson	Megan	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/10/2019	8/1/2019
Bolyard	Kimberly	Manatee Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/13/2019	8/1/2019
Padilla	Marisol	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Noll	Adrienne	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/11/2019	8/1/2018
Shea	Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/12/2019	8/1/2019
Moss	Shana	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2018
Ventling	Olivia	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/3/2019	8/1/2019
Carenza	Kimberly	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2019
Miller	Melanie	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2019
Cochran	Elizabeth	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Lamar	Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Feliciano	Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/29/2021	8/1/2023
Sirota	Leigh	Mills Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/7/2019	8/1/2018
Boggs	Olivia	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Wagstaff	Michele	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Graczyk	Alycia	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Merrill	Kendra	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2019
Post	Kristy	Sugg Middle School	Tchr, Resource	ESOL End. Class 1	9/9/2019	8/1/2020
Haun	Sarah	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/21/2018	8/1/2020
Mckellick	Amber	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/21/2019	8/1/2019
Gilbert	William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2018
Counter	Michelle	Kinnan Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	9/27/2021	8/1/2022
De Jesus	Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	6/29/2020	8/1/2019
Mckenzie	Stephanie	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	5/9/2019	8/1/2019
Gomez Ojeda	Arelys	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/25/2019	8/1/2021
Flesche	Kathryn	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/21/2021	8/1/2023
Gibson	Dana	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/29/2019	8/1/2018
Severo	Pamela	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2020
Highers	Jamie	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Peterson	Lisa	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/11/2019	8/1/2020
Campbell	Patricia	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/13/2020	8/1/2022
Dain	Allison	Braden River High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	5/27/2014
Cline	Ka	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	6/7/2019	8/1/2017
Baker	Pamela	Palm View K-8 School	Tchr, Social Studies, MS	ESOL End. Class 1	5/14/2019	3/13/2016
Wikstrom	Kristin	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/20/2018	8/1/2020
Barnhard	Amy	Rogers Garden-Bullock ES	Tchr, Third Grade	ESOL End. Class 1	9/20/2018	8/1/2020
Mayoral	Melissa	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Walker	Tasha	Mills Elementary School	Tchr, VE/SC	ESOL End. Class 5	9/5/2018	8/1/2022
Saldivar	Kristin	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/31/2018	8/1/2020
VanSkiver	Wendy	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Salem Tomaselli	Sarah Elizabeth	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/31/2018	8/1/2020
Dawson	Dianne	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	6/20/2019	8/1/2021
Schmitz	Lucas	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Springer	Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/12/2018	8/1/2020
Royer	Madison	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/3/2018	8/1/2020

Kammou	Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/3/2021	8/1/2023
Barquero Diaz	Lillian	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	5/7/2019	2/20/2013
Denny	Rachel	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2018	8/1/2020
Torregrosa	Chelsea	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	11/7/2018	8/1/2020
Gump	Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2020
Sandberg	Sarah	King Middle School	Tchr, VE	ESOL End. Class 1	8/29/2018	8/1/2020
Watts	Ali	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Brooks	Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/24/2018	8/1/2020
Cruz De Diego	Maria	Ballard Elementary School	Tchr, Resource	ESOL End. Class 1	10/31/2018	8/1/2020
Hale	Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2018	8/1/2020
McGoldrick	Alyssa	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Petrucci	Laura	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Reed	Melissa	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/4/2018	8/1/2020
Bernhardt	Michelle	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/30/2018	8/1/2020
Stanford	Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Brondyke	Sarah	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Fontaine	Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/23/2018	8/1/2020
Smith	Jennifer	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2018
Zinzi	Nathan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Ludlum	Kathy	Abel Elementary School	Tchr, Resource	ESOL End. Class 1	9/4/2018	8/1/2020
Tucker	Janele	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
McCarron	Aurora	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/14/2019	8/1/2020
Thomas	Katrina	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Hirshman	Emily	Horizons Academy	Tchr, Other Classroom	ESOL End. Class 1	9/5/2018	8/1/2020
Trevino	Katherine	Ballard Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	9/4/2020	8/1/2022
Roche	Rita	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/7/2018	8/1/2020
Frederick	Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/18/2019	8/1/2021
Walker	Angela	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/24/2019	8/1/2021
Pawlik	Lauren	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/29/2019	8/1/2021
DePatie	Alison	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/28/2020	8/1/2021
Clark	Megan	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/15/2021	8/5/2019
Wilson	Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Clark	William	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	11/13/2018	8/1/2020
Winsor	Sara	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/11/2019	8/1/2021
Cromartie-Pindell	Doris	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/28/2019	8/1/2019
Boone	Jennie	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	6/10/2019	8/1/2021
Addair	Caressa	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	1/15/2020	8/1/2021
Alvarado	Olga	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/22/2019	8/1/2021
Harshaw	Samantha	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/24/2019	8/1/2021
Nez	Rachel	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/1/2019	8/1/2021
Kingsley	Dana	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	7/1/2019	8/1/2021
Navarra	Samara	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/16/2019	8/1/2021
Werneke	Teresa	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Haacke	Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	7/17/2019	8/1/2021
Lehman	Tracie	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/10/2019	8/1/2021
Boswell	Courtney	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/24/2019	8/1/2017
Stollar	Megan	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/12/2019	8/1/2021
Webster	Kaila	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Babakarkhil	Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Schabel	Kaytlynn	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Schultes	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Milazzo	Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/21/2021	8/1/2023
Guzman Colon	Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	1/25/2022	8/1/2022
Barringer	Jeanne	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Hardin	Kerri	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Slattery	Jennifer	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/16/2019	8/1/2021
Ferreira	Rebecca	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/12/2019	8/1/2020
Baker	Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Schroeder	Claire	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Davidson	Spirit	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	7/11/2019	8/1/2021
Sartori Amsberry	Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	12/15/2021	8/1/2021
Cullen	Alexis	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Vogt	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/25/2019	8/1/2021
Rodgers	Laura	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/15/2019	8/1/2021

Bagley	Katie	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/12/2019	8/1/2021
Mitchell	Raven	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/23/2019	8/1/2021
Smith	Christina	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	1/21/2021	8/1/2022
Fairley	Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/29/2020	8/1/2022
Dominguez	Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/12/2019	8/1/2021
Azcui Cucci	Jillian	Jain Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/13/2020	8/1/2021
Eidson	Kaehla	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/24/2021	8/1/2021
Weems	Kristen	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/28/2021	8/1/2022
Riccio	Christine	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	11/12/2019	8/1/2021
Collins	Asia	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Heasley	Cherie	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	1/22/2020	8/1/2021
Graham	Trisha	Ballard Elementary School	Tchr, Resource	ESOL End. Class 4	12/8/2021	5/31/2020
Murphy	Trista	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Tollers	Stephanie	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Murphy	Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Burns	Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Steiner	Kati	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/4/2020	8/1/2021
Brooks	Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	2/6/2020	8/1/2021
Barber	Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/9/2021	8/1/2023
Thompson	Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	7/31/2020	8/1/2022
Kozlowski	Eric	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	9/20/2021	8/1/2023
Peace	Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	11/9/2021	8/1/2023
Lockhart	Megan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/19/2020	8/1/2022
Morales-Correa	Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/3/2020	8/1/2022
Hainline	Alison	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/27/2020	8/1/2022
Kelly	Debra	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/19/2020	8/1/2022
Cron	Jessica	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/19/2020	8/1/2022
Hajduk	Michelle	Daughtrey Elementary School	Tchr, Resource	ESOL End. Class 1	7/20/2020	8/1/2022
Hennessy-Seguin	Megan	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/20/2020	8/1/2022
Deans	Sara	Palm View K-8 School	Tchr, Kindergarten	ESOL End. Class 1	10/9/2020	8/1/2022
Walker	Kaylee	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Lubbers	Jess	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2020	8/1/2022
Richardson	Madison	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/31/2020	8/1/2022
Page	Anita	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Ferrell	Savannah	Lee Middle School	Tchr, ESOL Resource	ESOL End. Class 1	11/3/2020	8/1/2022
Austin	Taylor	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	7/28/2020	8/1/2022
Gomes	Lisa	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/17/2020	8/1/2022
Jimenez	Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Walter	Maddison	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/13/2020	8/1/2022
Collins	Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/6/2020	8/1/2022
Gallien	Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/14/2020	8/1/2022
Abend	Tristan	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	8/17/2020	8/1/2022
Gimmi	Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	3/6/2021	8/1/2022
Tackett	Laura	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Coberly	Wendy	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/7/2020	8/1/2022
Kleer	Jenny	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/19/2020	8/1/2022
Ramon	Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/2/2020	11/2/2022
Anderson	Jessica	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	10/27/2020	8/1/2022
Sasso	Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/29/2020	8/1/2022
Daspit	Katie	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	12/17/2020	8/1/2022
Williams	Bradley	Lee Middle School	Tchr, Resource	ESOL End. Class 1	3/2/2021	8/1/2021
George	Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	1/10/2022	8/1/2023
Smith	Gracyn	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Williams	Jarrett	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Kolomiychenko	Vyacheslav	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2021	8/1/2023
Tympanick	Katherine	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Fidura	Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/19/2021	8/1/2023
Hogue	Rebekah	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/20/2021	8/1/2023
Cole	Emily	Rogers Garden-Bullock ES	Tchr, Third Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Montijo	Jennifer	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/23/2021	8/1/2023
LaBrake	Makenzie	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Alvarez	Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/2/2021	8/1/2023
Van Dyke	Carolyn	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	9/12/2021	8/1/2023
Melby	Caroline	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/28/2021	8/1/2023

Hogue	Kenneth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Bernal	Laura	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	1/13/2022	8/1/2023
Hamel	Kelly	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/17/2021	8/1/2023
Walter	Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/6/2021	10/4/2023
Steiner-Woods	Michelle	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/21/2022	1/24/2024
Meyer	Mary	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/7/2021	8/1/2023
Scirrotto	Ronda	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Melillo	Amy	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Akers	Jennifer	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/21/2021	8/1/2023
Hyde	Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	9/10/2021	8/1/2023
Warren	David	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Kincaid	Natalie	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/16/2021	8/1/2023
Riffle	Jennifer	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Jordan	Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/12/2021	8/1/2023
Bono	Noelle	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/27/2021	8/1/2023
Messer	Kathleen	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Tobias	Kayla	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/17/2021	8/1/2023
Molnar	Adrianna	Manatee Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/10/2021	8/1/2023
Sawyer	Teri	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Nobile	Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Romain	Kenicka	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Mynatt	Jessica	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Botros	Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Madigan	Patrick	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	ESOL End. Class 1	8/23/2021	8/1/2023
Chrisman	LeAnn	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/2/2021	8/1/2023
Baialardo	Sonny	Stewart Elementary School	Tchr, First Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Callahan	Heather	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/3/2021	8/1/2023
Kerchner	Lisa	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/9/2021	8/1/2023
Clark	Shawna	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Radaszewski	Anthony	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Salzmann	Charlieana	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/9/2021	8/1/2023
Darnell	Amanda	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Mazelin	Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Martinetti	Megan	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Irizarry-Cupeles	Yovaly	King Middle School	Tchr, World Language, MS	ESOL End. Class 3	9/11/2021	8/1/2023
Collado	Evelyn	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/7/2021	10/4/2023
Nonova	Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/7/2021	10/4/2023
Howard	Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/22/2022	8/1/2024
Light	Michelle	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/19/2021	8/1/2023
Olsen	Kaitlynn	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/18/2021	8/1/2023
Tinl	Maleah	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/13/2022	1/10/2024
Walters	Molli	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/19/2022	1/9/2024
Williams	Jaime	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	11/17/2021	8/1/2023
Adams	Mariah	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	12/6/2021	8/1/2023
Li	Stephanie	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2022	1/24/2024
Russin	Laura	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	6/13/2019	8/21/1997
Browning	Brenda	Braden River High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	7/2/2019	8/1/2018
Ralston	Tammy	Braden River High School	Tchr, VE	ESOL End. Class 1	7/2/2019	1/20/2006
Tillett	Julie	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	5/9/2019	6/1/2001
Phillips	Erika	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/15/2019	5/30/2004
Fallgren	Regina	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/13/2019	8/1/2020
Dacosta	Maria	Braden River Middle School	Tchr, ESOL Resource, MS	ESOL End. Class 1	5/13/2019	12/6/2000

OOF Reading 8.9.2022 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Keen	Christine	Myakka Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Sanborn	Kelli	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Humphrey	Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Chapman	Kristen	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Bulfin	Cheryl	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bice	Cheryl	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bishop	Kathleen	Blackburn Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2020
Laport	Lisa	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Mcdaniel	Rebecca	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/10/2020	11/1/2021
Stoddart	Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Freeman	Stacy	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Watts	Ruth	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Earnest	Megan	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Rzepa	Michele	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Holloway	Jackie	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hughes	Angela	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dominis	Jenny	Moody Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Turner	Rhonda	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Galbraith	Jessica	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Platt	Dawn	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Germer	Jeannine	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dubendorf	Michelle	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Sailer	Laura	Myakka Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Harp	Sarah	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Stockton	Sarah	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Peebles	Elizabeth	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hixson	Yovary	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brack	Elizabeth	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Samson	Jodi	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Trivedi	Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
France	Brijet	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Houston	Amanda	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Engram	Lisa	Manatee Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilder	Kim	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Rosario	Paula	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Gregory	Sara	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Pippin	Stephen	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Chapelle	Nequita	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Whitfield	Kelli	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kerwin	Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/5/2020	11/1/2021
Crosby	Lauren	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Lewis	Jenna	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Lardas	Stephan	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Averso	Dylan	Palmetto Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Wilson	Ariane	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sutherland	Angela	Myakka Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/17/2020	11/1/2021
Bertsch	Alison	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Andersen	Leslie	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Burke	Catherine	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bednarz	Jewell	Abel Elementary School	Tchr, VE	Reading Endorsement Class 1	11/5/2020	11/1/2019
Swartling	Melinda	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Shilling	Michelle	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Shaw	Linda	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Grant	Kimberly	Moody Elementary School	Tchr, Combination, ES Grds	Reading Endorsement Class 1	11/17/2020	11/1/2021
Gyure	Adrienne	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Holt	Jessica	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Allen	Brigitte	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Crowley	Susan	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Phillips	Ashley	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Babakarkhil	Jessica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Walker	Amber	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Peterson	Hope	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bertrand	Amanda	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021

Sharp	Ellie	Palmetto Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Miraglia	Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Brendel	Bobbi	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Cadle	Mryia	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Vazquez	Jessica	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Keller	Erika	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Goodwin	Emily	Abel Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Cardenas	Cynthia	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Enrique	Samantha	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
White	Charlie	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Wilson	Eugena	Freedom Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Gray	Donna	Blackburn Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Smith	Elizabeth	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Pollard	Sharran	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Lagasse	Elizabeth	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Newsome	Gwendolyn	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Beckner	Tracy	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Arms	Monica	Prine Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Engelberger	Kristie	Freedom Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Leverenz-Pikulski	Debra	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Brand	Rose	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Spence	Lesley	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Carson	Ashley	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Miller	Ashlee	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Compton	Kathryn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2019
Spisak	Stephen	Buffalo Creek Middle School	Tchr, Social Studies, MS	Reading Endorsement Class 1	7/23/2020	5/31/2021
Wetherson	Mitchell	Bayshore Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/6/2020	11/1/2021
Cappiello	Xiomara	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
French	Sharon	Samoset Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Ballenger	Byron	Palmetto Elementary School	Tchr, Physical Educ, ES	Reading Endorsement Class 1	11/18/2020	11/1/2021
Gil	Katherine	Gullett Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bue	Jennifer	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Kerney	Kaitlinn	Prine Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Garcia	Rebecca	Palma Sola Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Ujvari	Adrienn	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Rogers	Christina	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Green	April	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Kil	Wendy	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Gruwell	Lorena	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Kiker	Kari	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brady	Deborah	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Berninger	Andrea	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Byrne	Karin	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Lindenauer	Lourdes	Miller Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Murphy	Judy	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Reading Endorsement Class 2	11/5/2020	11/1/2021
Mccoy	Vivian	Braden River Middle School	Tchr, Science, MS	Reading Endorsement Class 1	9/29/2020	9/21/2021
Pierre	Dawn	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021

AGENDA ITEM NO. 7.15

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Purchase Gale in Context Products, Licenses and Services, SDMC No. 23-0065-BS, Estimated in the Amount of $110,000.00

Executive Summary
The District would like to purchase Gale in Context for Educators for middle schools. This program supports reading across the curriculum with a wide range of content including leveled entries, filters to quickly identify texts by lexile ranges, and accessibility tools to accommodate a range of learning needs. It provides easy customization and collaboration among all stakeholders (teachers, literacy coaches, ESOL teachers, curriculum teams) to personalize learning opportunities for students – all fully integrated with Schoology. Cengage supports core curriculum areas while providing daily updated resources and content customization in ways traditional textbooks cannot. It will also accommodate diverse learning needs and modalities with platform accessibility tools, including font adjustment, text-to-speech, translation, and display options to accommodate students who may have visual impairments or dyslexia.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract period is August 9, 2022 through August 8, 2023.

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

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

The supplier is Cengage Learning, Inc, Boston, MA, Florida Document No. F94000003658.

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

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval to purchase Gale in Context products, licenses and services, SDMC No. 23-0065-BS, estimated in the amount of $110,000.00.

Financial Impact
The funding source for these expenditures will be CERP funds and is included in the Curriculum Department proposed budget for the 2022-2023.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Dr. Laurie Breslin and Ruth Gruett

Attachments:
23-0065-BS Cengage Agreement for Services
Gale In Context For Educators Proposal

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM CERP FUNDS	Curriculum	PO# 23-0065-BS
Budgeted, Federal, Grant, Internal ( ) $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT	Name of School/Department ( ) $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT	(X) $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 21 day of July , 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Cengage Learning, Inc. . (Vendor).

VENDOR:

Business Name: Cengage Learning, Inc. Vendor No. 0000000357
Representative: Robin Shapiro Position: Executive Education Consultant
Address: 27500 Drake Road
City: Farmington Hills State: MI Zip: 48331
Phone: 561-504-3277 Email: robin.sharpiro@cengage.com
SDMC Employee: Yes: ( ) No: (X) Former: ( ) Date Employment Ended:
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is /are {*if attached indicate name of attachment*}

Provide Gale In Context products, software and instructional professional development for the school year of 2022-2023.

And shall be performed at the following location(s): Various District Sites
Date(s) of Service(s): 08/9/2022 to 08/08/2023 *(Not to exceed 1 year)*
Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $ 23-0065-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $.
□ a rate of $Quotes per unit where the unit of measure is Quotes for PD & products as needed .
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line: ESSER and various other

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

GALE IN CONTEXT: FOR EDUCATORS UNLIMITED PROPOSAL

School District of Manatee County
July 7, 2022

Gale is committed to our partnership with the School District of Manatee County with solutions to support the District Mission to *educate and develop all students today for their success tomorrow*, as well as the Vision to *be an exemplary student-focused school system that develops lifelong learners to be globally competitive*. The *Gale In Context: For Educators* solution will support Schools the following areas (not limited to): intensive reading, cross-curricular resources (providing support for the delay in Social Studies adoption), as well as alignment with B.E.S.T. standards.

Gale In Context: For Educators:

- *Supports reading across the curriculum with a wide range of content including leveled entries, filters to quickly identify texts by lexile ranges, and accessibility tools to accommodate a range of learning needs.*
- *Provides easy customization and collaboration among all stakeholders (teachers, literacy coaches, ESOL teachers, curriculum teams) to personalize learning opportunities for students – all fully integrated with Schoology.*
- *Supports core curriculum areas while providing daily updated resources - promoting equitable, diverse, and inclusive learning and content customization in ways traditional textbooks cannot.*
- *Accommodates diverse learning needs and modalities with platform accessibility tools, including font adjustment, text-to-speech, translation, and display options to accommodate students who may have visual impairments or dyslexia.*

Awards & Recognition for *Gale In Context: For Educators* (2019 – 2022):

2019 Awards of Excellence – Tech & Learning: Best Use of a Product in a Classroom

EdTech Cool Tool Award
Best Content Provider Solution
Best Curriculum & Instruction Solution

2021 CODiE Award Finalist
Best Content Authoring Development or Curation Solution

Tech & Learning Awards of Excellence
Best of 2021: Secondary Education Category

SOLUTION

We propose the following options for ***Gale In Context: For Educators Unlimited*** for building upon the SDMC Gale resources:

Option 1: Middle Schools Only

Gale In Context: For Educators Unlimited **for all SDMC Middle Schools**	**Pricing**
Gale In Context: For Educators Unlimited **(7/15/22 – 7/14/23)**	**$ 108,780.00***

Option 2: Middle Schools and High Schools

Gale In Context: For Educators Unlimited **for all SDMC Secondary Schools**	**Pricing**
Gale In Context: For Educators Unlimited (7/25/22 – 7/24/23)	$ 283,605.00*
Gale In Context: For Educators Unlimited with $ 21,500 Credit for Gale In Context: High School Current License **(7/25/22 – 7/24/23)**	**$ 262,105.00***

*Pricing subject to a 3% annual increase. Multiyear commitments will reduce annual percentage increase. Gale will waive annual increase for multiyear payments made up-front. Pricing good through 7/31/22. **Includes student access for all *Gale In Context* resources for those respective schools covered by options.**

ONGOING COMPLIMENTARY SUPPORT

- **Professional Development**—Annual on-site training and virtual training as needed
- **Customized Web Landing Page for Gale Resources**–Improve resource discovery with a customized Gale resources webpage that can be accessed in multiple places
- **Integration with Schoology Learning Management System**
- **Online Support**—On-demand tools to help increase usage of Gale resources
- **Promotional Materials and Press Releases**—Reach new learners and showcase your investment to your community

Your Gale Partners in Education -

Robin Shapiro | *Executive Education Consultant* | robin.shapiro@cengage.com | (561) 504-3277

Geoff Thieke | *Strategic Account Manager* | geoffrey.thieke@cengage.com | (609) 577-5742

AGENDA ITEM NO. 7.16

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Purchase Local Advertising and Publications, SDMC No. 23-0066-RG, Estimated in the Amount of $210,000.00

Executive Summary
The District utilizes various suppliers to publish and advertise various meetings, events, and to create interest in the educational and workforce opportunities that the District offers. The District will utilize several suppliers and marketing opportunities to reach audiences through various channels.

Suppliers include but are not limited to:
- The Bradenton Herald, Inc., Sacramento, CA, Florida Document No. 438977
- Sarasota Herald Tribune/Herald Tribune, Pittsford, New York, Florida Document No. F15000014571
- Tempo News, Sarasota Florida, Florida Document No. G16000059168
- The Observer Group Longboard Key, Florida, Florida Document No. 95000014408
- Early Learning Coalition of Manatee County, Palmetto, Florida, Florida Document No. N97000006297
- Suncoast Press, Venice, Florida, Florida Document No. G09000159575
- TV Net Media Group, LLC, Sarasota, Florida, Florida Document No. L08000032895
- Manatee Chamber of Commerce, Bradenton, Florida, Florida Document No. 704590
- Pittsburgh Associates of Florida, Bradenton, Florida, Florida Document No. L17000263630
- Bradenton Area Economic Development Corporation, Bradenton, Florida, Florida Document No. N11000011372
- The McClatchy Company, LLC, Sacramento, California, Florida Document No. M20000007753
- Other suppliers as needed throughout the year

This approval is valid from July 1, 2022 through June 30, 2023.

Expenditures for fiscal year 2020-2021 were $194,716.14 and $192,705.09 for fiscal year 2021-2022.

Subsection 6A-1.012(8) F.A.C. (14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.004(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(8) F.A.C. (11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for 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."

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds

will only be expended on an as needed basis throughout the contract period.

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

Adult, Career & Technical Education | Goal 1
Implement curriculum opportunities for students to learn technical skills with a wide range of strategies through their educational career.

Adult, Career & Technical Education | Goal 2
Implement curriculum opportunities for students to learn people skills with a wide range of strategies through their educational career.

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

Manatee Technical College | Goal 1
Keep pace with the growth of Manatee County by expanding educational opportunities for students and business and industry.

Manatee Technical College | Goal 2
Expand workforce development education for high-skill, high-wage occupations to meet the local needs of our fast-growing economy.

Recommendation
The Superintendent recommends approval to purchase Local Advertising and Publications, SDMC No. 23-0066-RG, Estimated in the Amount of $210,000.00.

Financial Impact
The funding source for this expenditure is General Funds and School/Department funds and is included in the proposed budget for 2022-2023.

Contact
Submitting Department: Purchasing
Initiated By: Ruth Gruett

AGENDA ITEM NO. 7.17

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Renew School Funds Online Subscription, SDMC 20-0035-RG, Estimated in the Amount of $75,000.00

Executive Summary
The Board approved the purchase of School Funds Online (SFO) accounting solution for internal accounts at the May 28, 2019 Board meeting. SFO is designed exclusively for the K-12 environment. It is designed to automate the tracking of any funds collected and disbursed at the school level. SFO offers administrators real-time access to school data, as well as a powerful suite of centralized tools for consolidated reporting, audit functions, and monitoring of school accounting activities. At the School level, SFO simplifies the Purchase Order, Check, Receipt and reconciliation functions for internal accounts. The District has been satisfied with the features and functionality offered by SFO and requests approval to renew its subscription.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. The license subscription is for a one year term which renews automatically unless either party provides notice to terminate.

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

The Vendor is Kev Group Inc. Fort Worth, TX Florida Document No. not required.

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

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

Recommendation
The Superintendent recommends approval to renew School Funds Online, SDMC No. 20-0035-RG, Estimated in the Amount of $75,000.00.

Financial Impact
The funding source for this expenditure is General Funds and is included in IT's proposed budget for 2022-2023.

Contact
Submitting Departments: Information Technology and Purchasing
Initiated By: Scott Hansen and Ruth Gruett

Attachments:
Kev_Group_22-23.pdf

Invoice

Date	Invoice #
7/1/2022	367700

KEV Group Inc
3000 S Hulen Street, Suite 124-562,
Fort Worth, Texas, 76109
Tax ID # 20-8977360

Bill To

1950 School District of Manatee County
PO Box 9069
215 Manatee Ave W
Bradenton FL 34206-9069
United States

Terms	Due Date	PO #	Project	End Date
	7/1/2022			

Item	Quantity	Description	Rate	Amount
School Cash Suite	51	School Funds Online Annual License, Maintenance and Support Fee	761.84	38,853.84
School Cash Suite	1	School Funds Online Administrator Annual License, Maintenance and Support Fee	12,032.69	12,032.69
School Cash Suite	1	School Funds Online Annual Remote Server Hosting Fee	9,024.38	9,024.38
School Cash Suite	1	Single Sign on via Active Directory (Recurring)	5,898.38	5,898.38
School Cash Suite	51	Positive Pay For the period :- July 1, 2022 to June 30, 2023	176.92	9,022.92

Total	$74,832.21

Preferred Payment Method: ACH / Wire

ACH / Wire Bank Information:
Bank: TD Bank, N.A.
Account Title: KEV Group Inc
ABA / Routing: 026013673
Account: 4394717868
Please email remittance detail to: AR@kevgroup.com

Remit (By Mail) To:
TD Bank Lockbox Department, Attn: Kev Group Inc - LB 2252
PO Box 95000
Philadelphia, PA 19195-0001

AGENDA ITEM NO. 7.18

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Proposal on Smallwares - Food Service, SDMC No. 23-0029-BS, Estimated in the Amount of $1,500,000.00

Executive Summary
The School District of Manatee County issued a request for proposal for Smallwares - Food Service. The purchasing of Smallwares incorporates kitchen utensils, tabletop, disposables, small appliances, and cookware. These items are purchased at each cafeteria location on an as needed basis, utilizing a vendor's online ordering system.

The requested contract is for the period of September 1, 2022 through August 31, 2025. This bid is for a period of three (3) years with the option to renew for two (2) additional one-year periods.

Historical expenditures for 2019-2020 was $168,075.99, 2020-2021 was $82,705.18 and 2021-2022 is $1,336,257.20.

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. Due to supply chain challenges, it has been necessary to purchase additional items using the Smallwares contract rather the main line distributor contract. Expenditures for the new contract period are expected to be in line with the current year's expenditures.

The proposal is recommended for award to 11400, Inc, Lancaster, PA, Florida Document No. F10000002114.

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

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

Recommendation
The Superintendent recommends approval of the proposal on smallwares – food service, SDMC No. 23-0029-BS, estimated in the amount of $1,500,000.00.

Financial Impact
The funding source for this annually estimated expenditure is food service funding and is included in the Food and Nutrition Services Department proposed budget for 2022-2023 school year.

Contact
Submitting Departments: Food and Nutritional Services and Purchasing
Initiated By: Regina Thoma and Ruth Gruett

AGENDA ITEM NO. 7.19

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of the School District of Manatee County English Language Learners (ELL) plan for the 2022-2025 School Years

Executive Summary
The District English Language Learner (ELL) Plan is updated every three years with guidance from the Florida Department of Education, District personnel, and with the English for Speakers of Other Languages (ESOL) Parent Leadership Council. This document includes the compliance procedures for the English for Speakers of Other Languages (ESOL) program.

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

Adult, Career & Technical Education | Goal 1
Implement curriculum opportunities for students to learn technical skills with a wide range of strategies through their educational career.

Adult, Career & Technical Education | Goal 2
Implement curriculum opportunities for students to learn people skills with a wide range of strategies through their educational career.

Inclusive Culture & Engagement | Goal 1
Create a cultural commitment for improving service at all levels of the school district for internal and external customers.

Inclusive Culture & Engagement | Goal 3
Expand diversity and inclusion initiatives across the school district for employees and students.

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

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Student Achievement | Goal 1
By 2023, 56% of our third-grade students will meet or exceed grade-level expectations for reading.

Student Achievement | Goal 2
Increase the average high school graduation rate by 2% points each school year (baseline: 2018-2019, 83.2%).

Student Achievement | Goal 3
Increase the percentage of students meeting college and career acceleration, as defined by the state accountability model, by 2% points each school year.

Recommendation
The Superintendent recommends approval of the School District of Manatee County English Language

Learners (ELL) plan for the 2022-2025 School Years

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

Contact
Submitting Department: Federal Programs and Grants
Initiated By: Debra Estes

Attachments:
Manatee ESOL
District ELL Plan



July 1, 2022

Ms. Debra Estes
Director of ESOL, Migrant and Dual Language
School District of Manatee County

Dear Ms. Debra Estes,

The School District of Manatee County English Language Learner (ELL) Plan has been approved for implementation. This approval applies from July 1, 2022, through June 30, 2025. The approved plan must be implemented as approved. The plan may be revised through an amendment; however, such a revision may not be implemented until the amendment has been approved by the Florida Department of Education. Amendment requests may be emailed to SALA@fldoe.org.

Please share this approval letter with your district's leadership team and other interested personnel. Thank you for your continued commitment to student achievement through language acquisition. If you have any questions, please feel free to contact me.

Sincerely,

Arlene Costello

Arlene Costello, Ed.D.
Bureau Chief, Student Achievement – Language Acquisition
Florida Department of Education
325 West Gaines Street Suite 1324
Tallahassee, Fl 32399
850-245-0628 Office

STAFF COORDINATION FORM

TO: Cynthia Saunders		BOARD MEETING DATE : (if applicable)	LOG NUMBER: 27
		02/15/2022	
THRU: Debra Estes	PREPARED BY: Jenny Rodriguez	DATE PREPARED: 02/9/22	DUE DATE: 02/20/22

SUBJECT:	ACTION REQUIRED	
Approval to Apply for selected Federal Grants Title III, Part A, English Language Acquisition	✔	APPROVAL
	✔	SIGNATURE
		COORDINATION
		INFORMATION

ACTION SUMMARY: 1. Purpose	Approval of the District ELL Plan (2022-2025)
2. Background	Every three years the District is required to submit an ELL plan to the FLDOE. This plan details the procedures for all State Board rules related to ESOL.
3. Discussion	The plan is due to the FLDOE by 3/1/2022 and can be board approved once the FLDOE either approves our plan as is or requests corrections (or updates). We anticipate bringing this to the board in early April. It is expected that this plan will have to be updated again next year due to the elimination of FSA. State Board rules in relation to exit criteria for ELLs will be updated and will require changes to this plan.
4. Recommendation	The Superintendent will need to review and sign the District ELL Plan for 2022-2025. Please return forms to Jenny Rodriguez at the Title III department by 02/20/2022 Pending Board Approval

STAFF COORDINATION/APPROVAL

OFFICE	ACTION	NAME	DATE OUT	SIGNATURE
Federal Programs and Grants	Approval	Debra Estes		
Executive Director	Approval	Genelle Yost		
Deputy Superi	Approval	Dr. Daniel Evans		
Superintenc	Approval	Cynthia Saunders		

Encl: Tab A

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	**A) Program Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	District English Language Learners (ELL) Plan **TAPS NUMBER: 22A-175**	Date Received
B) Name and Address of Eligible Applicant: School Board of Manatee County, FL 215 Manatee Avenue West Bradenton, FL 34205-8840		**Project Number (DOE Assigned)**

C) Total Funds Requested:	**D) Applicant Contact & Business Information**	
	Contact Name: Debra Estes, Director ESOL, Migrant, Immigrant and Dual Language	Telephone Numbers: 941-751-6550 Ext. 43277
DOE USE ONLY **Total Approved Project:** $	Mailing Address: 215 Manatee Avenue West Bradenton, FL 34205-8840	E-mail Addresses: estesd@manateeschools.net
	Physical/Facility Address: 215 Manatee Avenue West Bradenton, FL 34205-8840	DUNS number: 1000129620000 FEIN number: 596000728

CERTIFICATION

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

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

E) _____ Superintendent _____

Signature of Agency Head | Title | Date

Pending Board Approval

District
English Language Learners (ELL) Plan

Contact Person: Debra Estes
LEA: School District of Manatee County
Email: estesd@manateeschools.net
Phone: 941-751-7550 ext. 43277

Rule 6A-6.0905
Form ESOL 100
(May 2017)

Date Received by FDOE

Original signatures on Signature Pages are to be submitted to

Bureau of Student Achievement through Language Acquisition
Florida Department of Education
325 West Gaines Street
444 Turlington Building
Tallahassee, Florida 32399-0400

FDOE INTERNAL USE ONLY

(1) NAME OF THE DISTRICT:	*(2) CONTACT NAME/TITLE:*	*(3) CONTACT PHONE NO (EXT.): EMAIL ADDRESS:*
School District of Manatee County	Debra Estes, Director of ESOL, Migrant and Dual Language	941-751-6550 x. 43277 estesd@manateeschools.net

(4) MAILING ADDRESS:	**(5) PREPARED BY: (If different from contact person)**
PO Box 9069 **Bradenton, Florida 34206-9069**	**First Name:** **Last Name:** **Mailing Address:** **Phone No:**

(6) CERTIFICATION BY SCHOOL DISTRICT

The filing of this application has been authorized by the School Board and the undersigned representative has been duly authorized to submit this plan and act as the authorized representative of the district in connection with this plan

I, Cynthia Saunders, do hereby certify that all facts, figures, and representations made in this plan are true and correct Furthermore, all applicable statutes, rules, regulations, and procedures for program and fiscal control and for records maintenance will be implemented to ensure proper accountability.

Signature of Superintendent or Authorized Agency Head | Date Signed | Date of Governing Board Approval

****Pending Board Approval**

(7) Chairperson representing the District ELL Parent Leadership Council (PLC)

Name of Chairperson representing the District ELL PLC: Yesenia Quinones

Contact Information for District PLC Chairperson:
Mailing address: 4708 Mineola Street, Bradenton, FL 34207

E-mail Address: yeseniag130@yahoo.com Phone Number:941-580-4054

Date final plan was discussed with PLC: 2/09/2022

Yesenia Quinones

Signature of the Chairperson of the District PLC

2/09/2022
Date Signed by PLC Chairperson

SCHOOL DISTRICT OF MANATEE COUNTY

SCHOOL BOARD

Rev James Golden
Chair

Gina Messenger
Vice Chair

Chad Choate III
Mary Foreman
Charlie Kennedy

SUPERINTENDENT

Cynthia Saunders

January 26, 2022

To Whom It May Concern:

This letter of assurance is to verify that the School District of Manatee County is in compliance with all State Board of Education rules for the ESOL Compliance courses and trainings offered to our teachers.

Manatee County's ESOL Add-on program was approved in July of 2020 by both our school board and the Florida Department of Education. Manatee County's ESOL Add-on program is up for renewal in July 2025.

Sincerely,

Cynthia Saunders
Superintendent
School District of Manatee County

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

DISTRICT ENGLISH LANGUAGE LEARNERS PLAN
ASSURANCES AND CERTIFICATION

School districts are required to abide by a set of assurances when developing and implementing programs and services to students classified as English Language Learners (ELLs), and are required to ensure school- and district-level personnel comply with all the requirements and provisions set forth in the laws, rules, regulations, and federal court orders listed below:

- The requirements set forth in Section 1003.56, Florida Statutes;
- The requirements set forth in Rules 6A-6.0902;6A-6.09022; 6A-6.09091; 6A-6.0903; 6A-6.0907; 6A-1.0503, Florida Administrative Code (F.A.C.), and other applicable State Board of Education Rules;
- The requirements of the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act of 2015;
- The requirements of the Consent Decree in the League of United Latin American Citizens et al. v. the State Board of Education, 1990;
- The requirements of the Florida Educational Equity Act, 1984;
- The requirements based on the Fifth Circuit Court decision in Castañeda v. Pickard, 1981;
- The requirements based on the Supreme Court decision in Plyler v. DOE, 1982;
- The requirements based on the Supreme Court decision in Lau v. Nichols, 1974;
- The requirements of the Equal Educational Opportunities Act of 1974;
- The Requirements of Section 504 Rehabilitation Act of 1973;
- The requirements of the Office for Civil Rights Memorandum of May 25, 1970;
- The requirements of the Title VI and VII Civil Rights Act of 1964; and
- The requirements of the Office for Civil Rights Standards for the Title VI Compliance.

By signature below, I, Cynthia Saunders, do hereby certify that procedures, processes and services that are described herein shall be implemented in a manner consistent with the requirements and provisions of the requirements set forth above.

Superintendent's Signature **Date Signed**

Section 1: Identification (Rule 6A-6.0902, F.A.C.)

Enrollment Procedures and Administration of the Home Language Survey (HLS).

Describe the Local Education Agency (LEA) registration procedures to register English Language Learners (ELLs). Responses should include the following:

How do LEA procedures compare to those followed for non-ELLs?

The registration procedures are the same for ELLs as they are for non-ELLs. All registrations are completed electronically at their home/zoned schools or at the Office of Student Assignment.

Into what languages are the HLS translated?

Spanish

How does the LEA assist parents and students who do not speak English in the registration process?

Each school with 15 students or more that speak the same language are allocated a Bilingual ESOL Paraprofessional unit. One of their job responsibilities is home/school communication. Therefore, ELL families are given assistance from bilingual school staff if needed for registration. For less commonly spoken languages in our district, we contract with Language Live for assistance.

How do you identify immigrant students?

Immigrant student information, along with the DEUSS , is captured on the Student Enrollment/Registration form. The term immigrant children and youth means individuals who:
(A) are ages 3 through 21; and
(B) were not born in any State, the District of Columbia or Puerto Rico; and
(C) have not been attending one or more schools in any one or more States for more than 3 full academic years.
Based on this definition, the student's immigrant code is Y.

How is Date Entered US School (DEUSS) obtained in the registration process?

The registration form includes a question asking parents who answered "yes" on the HLS to provide the DEUSS. If parents do not provide the DEUSS, registrars are instructed to review records received from previous schools and document the earliest documented day found in those records as the DEUSS for the student. If the parents do not provide a date, and no records are received from any previous school, the first

day enrolled in a Manatee County school will be documented as the DEUSS for the student.

https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1133/FillablePRC_approved_12020_English_Enrollment_rev_8-2020.pdf

https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1133/FillablePRC_approved_12020_enrollment_form_S_8-2020.pdf

Section 2: English Language Proficiency Assessment (Rule 6A-6.0902, F.A.C.)

1. English Language Proficiency (ELP) Assessment

What is the title of the person(s) responsible for administering the ELP assessment of potential ELLs in the LEA? (Check all that apply.)

☐ Registrar
☐ ESOL Coordinator/Administrator
☒ Other (Specify)

Each school assigns the person(s) responsible for administering the ELP assessment of potential ELLs. Some of the staff assigned this responsibility are: ESOL Resource Teacher, Bilingual ESOL Paraprofessionals, Guidance Counselors, ESOL Specialists, School ESOL Contact, and other designated teachers.

2. Listening and Speaking Proficiency Assessment

List the Listening and Speaking (Aural/Oral) assessment(s) used in the LEA and procedures followed to determine if a K-12 student is an ELL.

Describe the procedures to ensure that the Listening and Speaking assessment(s) are
Pre-IPT for PK students at the end of their PK year (assessed after May 1st)
IPT Oral Test for Kg – 12th grade

To determine if a K-12 student is an ELL, registrars immediately provide the school ESOL Contact with a copy of the HLS of all new students with at least one "Yes" answer to ensure students are assessed within 20 school days of initial enrollment using the IPT Oral/Aural assessment. If a student scores in the NES or LES range they are classified as an ELL in grades K-2. If they are proficient (grades 3-12) on the IPT Oral/Aural they are then administered the reading and writing proficiency assessments. ministered within 20 school days of the student's initial enrollment.

Reading and Writing Proficiency Assessment

List the Reading and Writing assessment(s) used in the LEA and procedures followed to determine if a student is an ELL in grades 3-12.

If there is a "Yes" checked on the *HLS*, registrars immediately code the student "LP" and provide the school ESOL Contact with a copy of the *HLS* to ensure students are assessed within 20 school days of initial enrollment. ESOL contacts at each school site are trained on the administration of the assessment and of the laws and state board rules with regard to timelines for assessment for ELL identification and placement. In addition, district level personnel review ongoing reports to ensure compliance with this requirement.

Students in grades 3-12 who score proficient on the Listening and Speaking assessment are assessed using the IPT reading and writing test; the entire assessment process will not exceed thirty (30) school days from initial enrollment. If they score at or below the 32nd percentile on either reading or writing, they are classified as ELLs. However, upon request of a parent or teacher, a student who is determined not to be an English Language Learner or any student determined to be an English Language Learner based solely on one reading or writing assessment may be referred to an ELL Committee. The parents' preference as to whether a student is determined to be an ELL or not to be an ELL shall be considered in the final decision.

3. ELL Committee

Describe the procedures used when the ELL Committee makes an entry (placement) decision. What type of documentation is used to support these decisions?

When a student who has marked "yes" on the HLS does not meet the approved testing requirements for classification as an ELL, the ELL Committee may be convened upon request of a parent, teacher, or guidance counselor to discuss entry/placement. Parents must be invited using the *Parent Notification of ELL Committee Meeting* invitation and the parents' preference shall be considered in the final decision.

The ELL Committee shall review the student's academic record holistically and may determine a student to be an English Language Learner by considering the following criteria in addition to ELP test results: extent and nature of prior educational or academic experience, social experience, and a student interview; written recommendation and observation by current and previous instructional supportive services staff; level of mastery of basic competencies of skills in English and/or heritage language according to state or national criterion-referenced standards, if any; grades from current and previous years; and tests results other than IPT, FSA, and ACCESS 2.0.

Section 3: Programmatic Assessment (Rule 6A-6.0902, F.A.C.)

Academic/Programmatic Assessment

Describe the procedures that have been implemented for determining prior academic experience of ELLs. Also, address the placement of ELLs with limited or no prior school experience(s) or whose prior school records are incomplete or unobtainable. Specify actions taken to obtain prior school records. Include the procedures to determine appropriate grade level placement for ELLs.

A programmatic assessment process is in place to determine appropriate grade placement and academic programs for ELLs. The procedures that have been implemented for determining prior academic experience of ELLs are the review of the following to the extent that is available by the school personnel (guidance counselors, ESOL Resource Teachers, classroom teachers and administrators):

- Parent interview regarding educational history/experience
- School paperwork
- Grade reports and transcripts
- Student interviews
- Assessment of current content area abilities
- Chronological age

The information on the form is evaluated and a decision for placement is made. Placement of students is initiated at each school site with the use of the information from the *Programmatic Assessment* document. Students are placed considering age appropriateness, educational background, and parent interviews. When students arrive without school records, parents/guardians are interviewed to obtain their student's educational history. If the former school can be identified, it is contacted, when possible, and the student is placed, primarily based on age appropriateness, until further information is received.

Grade Level and Course Placement Procedures – Grades 9-12

Describe the procedures that have been implemented to determine appropriate grade and course placement. Descriptions must include the process used for awarding credit to ELLs entering high school in 9th-12th grades that have completed credits in countries outside of the United States, specifically addressing those students for which there is no documentation.

A programmatic assessment process is in place to determine appropriate grade placement and academic programs for ELLs. The procedures that have been implemented for determining prior academic experience of ELLs are the review of the following to the extent that is available by the school personnel (guidance counselors, ESOL Resource Teachers, classroom teachers and administrators):

- Parent interview regarding educational history/experience
- School paperwork
- Grade reports and transcripts
- Student interviews
- Assessment of current content area abilities
- Chronological age

The information on the form is evaluated and a decision for placement is made. Credits are awarded for a student's prior education, based on a case-by-case basis. Students who have completed foreign language courses, including English, may be awarded credit for foreign language.

Explain the process for awarding credit to students transferring from other countries for language arts classes taken in the student's native language and for foreign languages the student may have taken (this may include English).

Both middle and high school personnel in the School District of Manatee County follow the State Uniform Transfer of Credit Guidelines when determining credit to be awarded students transferring from other countries. This policy can be found in the Student Progression Plan:

https://www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1115/policy/SPP_2021-2022_ENG.pdf

What is the title of person(s) responsible for evaluating foreign transcripts? How are they trained? How is documentation maintained?

The ESOL department personnel, in conjunction with the guidance counselor at the school site and with assistance from the Coordinator of Guidance Services for the District, work together to evaluate foreign transcripts. Below is a link to our Guide to the Placement and Evaluation of Transcripts for Foreign Born Students:

https://www.manateeschools.net/site/handlers/filedownload.ashx?moduleinstanceid=7314&dataid=15953&FileName=A%20GUIDE%20FOR%20THE%20PLACEMENT%20AND%20TRANSCRIPT%20EVALUATION%20OF%20FORE%2021-22.pdf

A Quick Reference Guide for Enrolling Foreign-Born Students has also been developed to aid schools in the placement of foreign-born students both with and without records:

https://www.manateeschools.net/site/handlers/filedownload.ashx?moduleinstanceid=7314&dataid=15954&FileName=Quick_Guide_for_Enrolling_Foreign_Born_Students_18-19.pdf

Re-evaluation of ELLs that Previously Withdrew from the LEA

.

Describe the procedures used for re-evaluating ELLs who withdraw from the LEA and re-enroll. Specify the length of time between the ELLs' withdrawal and re-enrollment after which a new English language proficiency assessment is to be administered. Include data reporting procedures.

Students who withdraw or leave the district for more than one year are re-assessed upon entry. If returning students have documentation from their last school that they have been served in an approved ESOL program, that information is taken into consideration upon reentry. If recent English language proficiency test scores are not available, students will be re-assessed using the IPT and based on the students DEUSS date, an ELL committee meeting may be convened to update the student's records and *ELL Plan*. The School District of Manatee County makes every effort to contact the previous school to get accurate records that include grades, assessment data and credits earned. If no records are available, the School District of Manatee County uses the policy in our Student Progression Plan, *Guide for Enrolling Foreign-Born Students* and the *Quick Reference Guide for Placement of Foreign-Born Students*. Student ELL records are updated, and information is updated in the District's student information system.

ELL Student Plan Development

Describe the procedures for developing the Student ELL Plan. Include the title(s) of the person(s) responsible for developing the plan, and updating the ELL data reporting elements. Also, include a description of when and how the plan is updated to reflect the student's current services.

After testing is complete, and/or ELL Committee meetings convened, if applicable, the ESOL Resource Teacher, teacher, guidance counselor, or ESOL contact will gather the resultant data and create an ELL plan for each student. A copy of the student's schedule is attached to each ELL plan. A copy of the ELL plan is given to the data entry person for entry into the student information system. Any change in a student's schedule requires a new plan, completed by the same personnel, and the resultant procedures are the same. School and district personnel monitor ESOL reports and data to maintain compliance in this area.

Describe the elements of the plan (e.g., home-school communication, student schedules and classes, progress monitoring, interventions, assessments and other evaluations). What is the teacher's role in development of the plan?

The elements of the student plan will include the student's name, date plan is completed, schedule with instruction by program, amount of instruction time, date student is identified, assessment data used to classify or reclassify the student, date of exite and assessment data used to exit the student from ESOL. The teacher is notified by the IPT administrator of the completion of the assessment of the aural/oral and reading/writing competencies assessed on the IPT. The student's academic progress may be reviewed, and records from previous schools are examined, if available. Student plans are developed with input from previous and current teachers through interviews to gain information on socialization and participation in the general classroom setting. These are the state requirements for an ELL Plan and ours comply.

https://manateecountyschools-my.sharepoint.com/:b:/g/personal/estesd_manateeschools_net/EYxlOhWeJoxOtS9Hx9Ts140BHyqvNYg8uDOAD_gJGiMk0Q?e=3BQRT3

Section 4: Comprehensive Program Requirements and Student Instruction

Instructional Models

In addition to using required English for Speakers of Other Languages (ESOL) strategies by teachers who teach ELLs, what instructional model(s) or approach(es) are used to ensure comprehensible instruction? Descriptions of each model can be found in the current Florida Department of Education (FDOE) database manuals on the FDOE website. *(Check all that apply)*

☒ Sheltered English Language Arts

☐ Sheltered Core/Basic Subject Areas

☒ Mainstream-Inclusion English Language Arts

☒ Mainstream-Inclusion Core/Basic Subject Areas

☐ Maintenance and Developmental Bilingual Education

☒ Dual Language (two-way) Developmental Bilingual Education

Describe how the instructional models are used in the LEA. Address how the LEA will monitor schools to ensure that instructional models are implemented with fidelity.

Each school indicates the instructional models used at that site based on district guidelines. District and school-based personnel regularly monitor the programs for fidelity and implementation. Most elementary ELLs within the School District of

Manatee County are in mainstream classes with the exception of students enrolled in Dual Language Programs. Students enrolled in Dual Language programs are instructed in a two-way immersion 50/50 model. Sheltered English language arts courses and elective courses for ESOL students are available in both middle and high schools.

Describe the process to verify that instruction provided to ELLs is equal in amount, sequence, quality, and scope to that provided to non-ELLs.

In accordance with State Board rules, teachers who provide instruction to ELLs have been, or will be, trained to provide appropriate and comprehensible instruction using ESOL methodologies and strategies. Instruction provided to ELLs is equal in amount, sequence, and scope to that provided to non-ELLs. Teachers are regularly observed during walk-throughs, principals review lesson plans to check for appropriate ESOL accommodations, and ESOL staff assist in mock audits to determine training needs at individual school sites. English learners in the School District of Manatee County attend school equal minutes per day compared to non-ELLs, earn the same credits and quality points for grade-level promotion that are equal to non-ELLs. In content courses and ELA classes materials used by English learners are equal to the materials used by non-ELLs.

How does the LEA determine if the instructional models are positively affecting student performance?

The School District of Manatee County ESOL department and Office of Assessment and Accountability work together to disaggregate assessment data of ELLs. District benchmark tests, exams, state assessments and EOCs are all used to determine if instructional models are appropriate and effective. Data from comparable schools are evaluated to determine the effectiveness of these models. Recommendations are then made to site-based administrators based on these findings.

How are ELLs assured equal access to all programs, services and facilities that are available to non-ELLs?

The School District of Manatee County ESOL Department works closely with other District departments to ensure that all ELLs are assured equal access to all programs, services and facilities that are available to students in Manatee County. The ESOL Department also participates in the development of district policy and development of the student progression plan to ensure that ELLs are considered in all aspects of District rule making. The ESOL Department also works with ESOL personnel and site-based administrators at schools to ensure that students are provided access to all programs, services and facilities. The District Parent Leadership Council also works closely with the District and school based ESOL departments to ensure equal access for ELLs.

Describe the method(s) used in the LEA to document the use of ESOL instructional strategies and how this is monitored.

Academic performance of ELLs must be monitored and evaluated against grade level standards. Each ELL receiving ESOL services is graded based on his/her academic progress at his/her level of English proficiency. The teacher must document that accommodations and strategies of instruction and assessment, comprehensible at the student's language proficiency level, were employed that allowed the student to demonstrate progress in the achievement of the Florida Standards. ELLs are assigned grades as described in the Student Progression Plan. Student Language Proficiency scores are used to document evidence of accommodations and strategies on lesson plans.

How does the LEA and school(s) verify the delivery of comprehensible instruction to ELLs?
What safeguards are in place to ensure that all ELLs are being provided equal access to programs and receiving comprehensible instruction? Include the school and LEA personnel responsible for ensuring comprehensible instruction.

District administrators, school-based administrators, and school based ESOL personnel are responsible for ensuring comprehensible instruction for ELLs. Equal access to adequate programming shall include both access to intensive English language development and instruction in core subject areas of language arts/English, reading, math, science, social studies, and computer literacy. These programs must be:

- Comprehensible to ELLs given their level of English language proficiency
- Equal and comparable in amount, scope, sequence, and quality to that provided to English proficient students based on grade level appropriate Florida Standards

The district ESOL Department also trains registrars, guidance counselors, and administrators on the procedures for appropriate placement of ELLs. The district ESOL Department, in conjunction with school-based administrators, frequently conduct walk-throughs of classrooms to ensure that the needs of ELLs are being addressed.

What progress monitoring tools are being used to ensure all ELLs are mastering grade level academic content standards, and benchmarks and the English Language Development (ELD) standards? *(Check all that apply)*

☒ Student Portfolios

☐ Other Criterion Referenced Test (Specify) _____

☐ Native Language Assessment (Specify) _____

☒ LEA/school-wide assessments (Specify) District Benchmark Assessments

☒ Other (Specify) iReady Assessments

Student Progression

Have the LEA's standards and procedures for promotion, placement, and retention of ELLs been incorporated into the LEA's Student Progression Plan (SPP)? If no, where can this information be found?

☒ Yes. Please provide a link to the LEA's SPP with specifics to ELLs highlighted.

https://www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1115/policy/SPP_2021-2022_ENG.pdf

☐ No (Specify) _____

Describe how the Good Cause Policy is implemented in your LEA when ELLs who have been enrolled for less than two years (based on DEUSS) are exempted from mandatory third grade retention. Include how parents or guardians are notified of LEA good cause decisions.

English Language Learners (ELLs) who have had less than two years of instruction (based on DEUSS) in an English for Speakers of Other Languages (ESOL) program (not including Pre-K) are eligible for Good Cause Exemption. The ELL Committee must be convened and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.

The written copy of the Good Cause recommendation is submitted to the principal, and the principal makes a written recommendation of the Good Cause findings from the ELL Committee meeting to the superintendent for approval. All communication home to parents regarding the Good Cause Policy is sent home to parents and translated into the native language where feasible. Parents must also be invited to all committee meetings, in writing, in the home language when feasible, prior to an ELL Committee meeting being held.

Describe what role the ELL Committee has in the decision to recommend the retention or promotion of any ELL and what documentation is used to support these decisions.

Once an ELL Committee is convened to determine retention or promotion of an ELL, all recommendations must be documented on the ELL Committee Report. The committee report should include information that supports the committee's recommendation and may include data on benchmark assessments, district tests, iReady data, Imagine Learning data, and ELP scores. The written copy of the recommendation is submitted to the principal, and the principal makes a written recommendation to the superintendent for approval.

Section 5: Statewide Assessment (Rule 6A-6.09091, F.A.C.)

Statewide Assessment

Describe the process to ensure that all ELLs participate in Florida statewide assessment programs. Include how responsible staff is trained to administer assessments and maintain documentation of the following:

It is the policy of SDMC to test all ELLs in the District in the Florida statewide assessment programs. The ESOL Department works closely with the Director of Assessment, Accountability, and Research to ensure that all school-based Testing Coordinators and school-based Administrators are trained in administering the statewide assessment programs. Each school-based Testing Coordinator and an Administrator is responsible for keeping accurate training records for their staffs and ensure that all faculty members assisting with testing have been appropriately trained.

Statewide content area assessments:

ACCESS for ELLs assessment programs:

What is/are the title(s) of the school-level person responsible for ensuring and documenting that ELLs are provided appropriate testing accommodations (per test administration requirements)?

The Testing Coordinator, Administrator, and district ESOL personnel collaborate to ensure that all eligible ELLs are provided with appropriate test accommodations.

Describe how parents of ELLs are notified of assessments and testing accommodations. How does the LEA ensure that parents understand Florida's statewide assessments policies, mandates and student outcomes? Please provide links to communications in parents' languages.

A letter is sent to the parents of LY and LF students indicating the accommodations offered to the students. A copy of the letter is maintained in the student's electronic ESOL records. Letters home are translated for parents in their native language when feasible.

http://www.livebinders.com/play/play?id=2185824

Section 6: English Language Proficiency Annual Assessment (Rule 6A-6.0903, F.A.C.)

Describe the procedures to determine if ELLs are ready to exit the LEA's ESOL program. Include exiting procedures for all language domains (listening, speaking, reading and writing), grade-specific academic criteria and data reporting of status change.

Exit criteria is based on assessment scores per 6A-6.0903. For students taking any administration of the Kindergarten ACCESS for ELLs or any student in grades 1-2 taking ACCESS for ELLs the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading. The exit code is H.

For students in grades 3-10 taking any administration of the ACCESS for ELLs, the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading and an achievement level of at least 3 on the FSA ELA assessment. The exit code is I.

For students in grades 10-12 taking any administration of the ACCESS for ELLs, the English language proficiency level shall be a 4.0 composite score or greater and at least 4.0 in the domain of reading and a score on the FSA ELA of 3 of higher or passing concordant score on the SAT or ACT. The exit code is J.

For students with significant cognitive disabilities taking any administration of the Alternate ACCESS for ELLs assessment, the proficiency level shall be a P1 composite score or greater and will be exited by an ELL/IEP committee.
Once the student meets exit criteria an ELL Plan is created to document the exit and exit data is entered int eh student information system. The student code is changed from LY to LF and is monitored for two years. Parents are notified of exit through a letter in the child's native language, unless clearly not feasible.

What is the title of person(s) responsible for conducting the exit assessments described above? (Check all that apply.)

☒ School/LEA based testing administrator
☒ ESOL Teacher/Coordinator
☒ Other (Specify) Administrator or designee

When is an ELL Committee involved in making exit decisions? What criteria are used by the Committee to determine language and academic proficiency?

If assessment results do not fully capture the student's academic or linguistic needs, an ELL Committee may be convened where input from parents, teachers and support staff is discussed and placement decisions made. An ELL Committee may recommend that the student be exited from the program with consideration of other data than statewide assessment such as student portfolios or alternative evaluations. An ELL Committee can also meet to exit a student from the ESOL program if there is enough evidence to indicate that English Language Proficiency is not the issue interfering with the student achieving proficiency either on the Statewide English Language Proficiency exam or the Statewide Academic Assessment. The student may have another documented disability that is being met through an IEP or other student plan. Regardless of reason for exit, an ELL Committee would review the student's academic and English language proficiency record and document at least two of the five criteria listed below to exit a student:

a. Extent and nature of prior educational or academic experience, social experience, and a student interview,

b. Written recommendation and observation by current and previous instructional and supportive services staff,

c. Level of mastery of basic competencies or skills in English and heritage language according to local, state or national criterion-referenced standards,

d. Grades from the current or previous years, or

e. Test results other than the entry assessments

Describe the procedures if an ELL meets exit qualifications in the middle of a grading period.

Although ELLs usually exit the ESOL program when exit criteria is met through assessment, ELLs can be referred for exit at any time during the school year. Since ACCESS for ELLs and FSA ELA data is normally used as the instruments to make the exit decisions, and this data is typically received during the summer, any exit decisions made in the middle of a grading period or school year would require an ELL committee decision based on a current data analysis and student evaluations. A current listening, speaking reading and writing English proficiency assessment will be given, as well as review of report card grades, benchmark test scores and portfolio data. Stakeholder input from parents, teachers and support staff will also be requested. The exit code will be L, and the student code will change from LY to LF.

Section 7: Monitoring Procedures (Rule 6A-6.0903, F.A.C.)

During the required two-year monitoring period, what is the title of person(s) responsible for:

Conducting the follow-up performance of former ELLs?
Updating the student ELL plan?
Reclassification of ELL status in data reporting systems?

At each school site the principal has established procedures for monitoring the follow-up of former ELLs. The current Language Arts/Reading/English teacher, FTE administrator, ESOL teacher, and ESOL contact, are among the possible personnel at each school who collaborate on how compliance is ensured.

What documentation is used to monitor the student's progress? (Check all that apply)

☒ Report Cards
☒ Test Scores
☒ Classroom Performance
☒ Teacher Input
☒ Other (Specify) ELL Committee Report (when applicable)

What are the procedure(s), including possible reclassification, that are implemented when the academic performance of former ELLs is not on grade level?

The performance of former ELLs (LF) will be reviewed to ensure academic progress.

Reviews shall occur as specified time below:
1st report card after exiting the ESOL program;
at the end of the 1st semester;
at the end of the first year;
at the end of the semester during the second year; and
at the end to the second year.

The procedures followed when the academic performance of former ELLs is not on grade level is:

- Student is referred to the ELL Committee.
- ELL Committee reviews report cards, student portfolios, attainment of Florida Standards, performance on district/state assessments, parent/teacher input, number of years the student has been enrolled in ESOL Program and language acquisition proficiency.
- ELL Committee may determine that the student continues in the regular

program.

- ELL Committee may determine that the student needs to be reclassifed as an ELL, coded LY and re-entered into the program or be referred for further evaluation.
- Student may be referred for increased support through the MTSS process.

Compliance of ELL Plan and Student Performance

Describe LEA internal procedures for monitoring the ESOL program for compliance and student academic performance.

At each FTE survey the ESOL Contact at each school site checks to ensure all plan dates, reevaluations, parent notifications and other areas are in compliance. The registrar and school site ESOL contact person are in continuous communication to ensure all necessary compliance paperwork is updated and maintained. At the district level there is ongoing verification of compliance and schools are notified of any discrepancies by the District ESOL Compliance Specialist. The ESOL contact, ESOL resource teachers, and classroom teachers work together to continually monitor student academic performance.

The District also provides:

- ongoing training to assigned staff at each school
- compliance visits to verify procedures have been implemented correctly
- generation of reports to principals and other district departments that include recommendations to correct findings
- review of MTSS data for ELL students
- assistance to schools with electronic data.

How do school sites, parents and stakeholders have access to the approved District ELL Plan?

The School District of Manatee County's approved District ELL Plan is available on the school district's website. Hard copies of the District ELL Plan are always available by contacting the ESOL office. Bilingual staff are available to assist parents and stakeholders when translation of the plan is needed.

How does the LEA ensure that schools are implementing the District ELL Plan?

The ESOL Department of the School District of Manatee County conducts audits of all school sites and holds compliance meetings with all ESOL Contacts twice a year. We also train ESOL Resource Teachers 8-10 times per year and Bilingual ESOL Paraprofessionals 4-6 times per year. District ESOL Specialists are assigned to support each school in the District. They also conduct school visits and walk- throughs to

ensure that the District ELL Plan is implemented with fidelity. The District ELL Plan can be found on the District website at:

https://www.manateeschools.net/site/handlers/filedownload.ashx?moduleinstanceid=7314&dataid=6852&FileName=Manatee-%20Approved%20Plan%20and%20Signed%20Letter%20of%20Approval-%205.9.19.pdf

Section 8: Parent, Guardian, Student Notification and Rights

Describe the procedures used and provide a link to the notice to parents of an ELL identified for participation in a language instruction educational program. Per the Every Student Succeeds Act and per state board rule, this notice must delineate:

1. the reasons for the identification of their child as an ELL and the need for the child's placement in a language instruction educational program;
2. the child's level of English proficiency, how such level was assessed, and the status of the child's academic achievement;
3. the methods of instruction used in the program in which their child is, or will be, participating and the methods of instruction used in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction;
4. how the program in which their child is, or will be, participating will meet the educational strengths and needs of their child;
5. how such program will specifically help their child learn English and meet age-appropriate academic achievement standards for grade promotion and graduation;
6. the specific exit requirements for the program, including the expected rate of transition from such program into classrooms that are not tailored for ELLs, and the expected rate of graduation from high school (for students in high schools);
7. in the case of a student with a disability, how such program meets the objectives of the individualized education program of the student; and
8. information pertaining to parental rights that includes written guidance—
    a. detailing the right that parents have to have their child immediately removed from such program upon their request;
    b. detailing the options that parents have to decline to enroll their child in such program or to choose another program or method of instruction, if available; and
    c. assisting parents in selecting among various programs and methods of instruction, if more than one program or method is offered.

Describe the procedures used by school personnel to provide assistance to parents or guardians of ELLs in their home language.

Each school with an enrollment of 15 or more ELLs who speak the same language is required to provide a bilingual staff member to assist parents when needed. If the school does not have a bilingual staff member, the district provides assistance from bilingual ESOL Specialists, other ESOL staff, the District Interpreter/Translator, and community volunteers.

Describe parent outreach activities that inform parents of how they can be involved in their children's education and how they can assist their children to learn English and meet state academic standards.

The ESOL Department at the district level requires each school to hold two ESOL Parent Leadership Committee meetings, one minimum per semester. Each school submits names of parents who wish to be ESOL Parent Leaders who will attend district level ESOL parent meetings and bring back print material and presentation summaries to the rest of the ESOL Parents at their home schools.

District-level ESOL Specialists and ESOL Resource Teachers present workshops that teach parents how to work on specific skills and receive materials which parents and guardians can take home to utilize with their children on a variety of academic topics. The ESOL Department often partners with schools to involve the parents of ELLs at literacy, STEM, math nights and other school-based family events. Each year schools are encouraged to hold Hispanic Heritage celebrations at their individual school sites. These celebrations offer cultural presentations, medical screenings, food vendors and crafts.

Check the school-to-home communications that are sent by the LEA or school to parents or guardians of ELLs that are in a language the parents or guardians can understand. (Check all that apply. Please provide links to all boxes checked.):

https://www.manateeschools.net/Domain/1403

☒ Results of language proficiency assessment
☒ Program placement
☒ Program delivery model option(s)
☒ Extension of ESOL instruction
☒ Exit from ESOL program
☒ Post-reclassification of former ELLs monitoring
☒ Reclassification of former ELLs
☒ State and/or LEA testing
☒ Accommodations for testing (flexible setting)
☒ Annual testing for language development
☐ Growth in language proficiency (Listening, Speaking, Reading, Writing)
☐ Exemption from FSA in ELA for ELLs with DEUSS less than one year
☐ Retention/Remediation/Good Cause
☐ Transition to regular classes or course change
☒ Invitation to participate in an ELL Committee Meeting
☒ Invitation to participate in the Parent Leadership Council (PLC)

☒ Special programs such as Gifted, ESE, Advanced Placement, Dual Enrollment, Pre-K, Career and Technical Education, charter schools, and student support activities
☒ Free/reduced price lunch
☒ Parental choice options, school improvement status, and teacher out-of-field notices
☒ Registration forms and requirements
☒ Disciplinary forms
☐ Information about the Florida Standards and the English Language Development (ELD) Standards
☒ Information about community services available to parents
☒ Information about opportunities for parental involvement (volunteering, PTA/PTO, SAC)
☒ Report Cards*
☐ Other (Specify) _____

*If report cards are not available in other languages, please describe how the academic progress of an ELL is communicated to parents/guardians.

Section 9: The Parent Leadership Council (Rule 6A-6.0904, F.A.C.)

What type(s) of Parent Leadership Council (PLCs) exist in the LEA? (Check all that apply. Please provide links to agenda membership and meetings.)

☒ LEA Level
☒ School Level

Please address the functions and composition of the PLC:

The PLC is "composed in the majority of parents of limited English proficient students." If the PLCs in the LEA do not meet this condition, explain why and when compliance with the rule is expected.

The district PLC is comprised of parents and guardians of ELLs. Each school selects a parent to represent them on the district PLC. These parents and guardians attend district PLC meetings and then share information learned at district meetings with the school-based PLC.

How does the LEA involve the PLC in other LEA committees?

While the PLC is not involved in all district committees, each school site invites parents and families of ELLs to join all committees at the school level, such as SAC, PTO, PTA, Title I parent councils, the migrant parent council, and the District SAC committee. Parents and guardians are encouraged to participate through the efforts of

Bilingual ESOL Paraprofessionals, ESOL teachers, and other school based ESOL personnel, who ensure that parents and guardians are informed of meetings at the school level. Bilingual staff members provide interpretation in the parents' home languages and the TalkSystem is used as necessary/appropriate.

How is the LEA PLC involved in the development of the District ELL Plan?

The District PLC reviews and makes recommendations for changes and improvements to the District ELL Plan.

Does the LEA PLC approve of the District ELL Plan? ☒ Yes ☐ No

If no, please provide explanation for PLC's non-approval.

Section 10: Personnel Training (Rules 6A-6.0907 and 6A-1.0503, F.A.C.)

Describe how Category I teachers responsible for the English Language Arts and intensive reading instruction of ELLs who are required to obtain the ESOL endorsement/certification are notified of training requirements and opportunities. Include title of person(s) responsible for issuing the notifications and how the process is documented.

- New personnel sign a letter during the on-boarding process with the Human Resource Department indicating they are required to comply with their ESOL requirement.
- Once the on-boarding process is complete, new hires also meet with a Certification Specialist and are given a timeline for completion of the ESOL requirement, which lists the specific requirements for the subject they were hired to teach. New employees are also given a brochure titled, *Understanding the ESOL Training Requirements*, which outlines the process teachers must take to fulfill their ESOL training requirement.
- Principals are notified twice a year by the Human Resource Department on the status of their instructional staff.
- All teachers are notified yearly via email through Human Resources of their ESOL training requirement.
- SDMC offers online ESOL courses three times per year and principals are sent the yearly schedule of courses offered and a flyer with upcoming courses to share with their staff.
- ESOL courses are also listed in the course catalog of professional development in MyPGS.
- ESOL specialists respond to emails and phone calls from teachers and help them understand what courses they need and their individual timeline for meeting their ESOL requirement.

Describe how content area teachers of math, science, social studies and computer literacy are notified of ESOL training requirements (60 hours) and opportunities. Include title of person(s) responsible for issuing the notifications and how the process is documented.

- New personnel sign a letter during the on-boarding process with the Human Resource Department indicating they are required to comply with their ESOL requirement.
- Once the on-boarding process is complete, new hires also meet with a Certification

Specialist and are given a timeline for completion of the ESOL requirement, which lists the specific requirements for the subject they were hired to teach. New employees are also given a brochure titled, *Understanding the ESOL Training Requirements*, which outlines the process teachers must take to fulfill their ESOL training requirement.

- Principals are notified twice a year by the Human Resource Department on the status of their instructional staff.
- All teachers are notified yearly via email through Human Resources of their ESOL training requirement.
- SDMC offers online ESOL courses three times per year and principals are sent the yearly schedule of courses offered and a flyer with upcoming courses to share with their staff.
- ESOL courses are also listed in the course catalog of professional development in MyPGS.
- ESOL specialists respond to emails and phone calls from teachers and help them understand what courses they need and their individual timeline for meeting their ESOL requirement.

Describe how all other instructional staff are notified of ESOL training requirements (18 hours) and opportunities. Include title of person(s) responsible for issuing the notifications and how the process is documented.

- New personnel sign a letter during the on-boarding process with the Human Resource Department indicating they are required to comply with their ESOL requirement.
- Once the on-boarding process is complete, new hires also meet with a Certification Specialist and are given a timeline for completion of the ESOL requirement, which lists the specific requirements for the subject they were hired to teach. New employees are also given a brochure titled, *Understanding the ESOL Training Requirements*, which outlines the process teachers must take to fulfill their ESOL training requirement.
- Principals are notified twice a year by the Human Resource Department on the status of their instructional staff.
- All teachers are notified yearly via email through Human Resources of their ESOL training requirement.
- SDMC offers online ESOL courses three times per year and principals are sent the yearly schedule of courses offered and a flyer with upcoming courses to share with their staff.

- ESOL courses are also listed in the course catalog of professional development in MyPGS.

- ESOL specialists respond to emails and phone calls from teachers and help them understand what courses they need and their individual timeline for meeting their ESOL requirement.

Describe the procedures used when Category I teachers are reported out of field. Include compliance procedures when claiming weighted FTE 130 for core courses.

The department of Human Resources is responsible for:

- maintaining accurate records of ESOL certification and endorsement,
- submitting the teacher's completed application to the Florida Department of Education
- reporting out-of-field teachers to the School Board in September and in January, maintaining documentation of each school's compliance with the Requirement to Notify Parents of out-of-field Teachers
- notifying principals prior to the annual hiring deadline as to which teachers are out of compliance for ESOL.

The ESOL department and Professional Learning departments will assist Human Resources in verifying each teacher's compliance.

Describe how the LEA provides the 60-hour ESOL training requirement for school-based administrators and the LEA's tracking system that will be implemented.

- New personnel sign a letter during the on-boarding process with the Human Resource Department indicating they are required to comply with their ESOL requirement.

- Once the on-boarding process is complete, new hires also meet with a Certification Specialist and are given a timeline for completion of the ESOL requirement, which lists the specific requirements for the subject they were hired to teach. New employees are also given a brochure titled, *Understanding the ESOL Training Requirements*, which outlines the process teachers must take to fulfill their ESOL training requirement.

- Principals are notified twice a year by the Human Resource Department on the status of their instructional staff.

- All teachers are notified yearly via email through Human Resources of their ESOL training requirement.

- SDMC offers online ESOL courses three times per year and principals are sent the yearly schedule of courses offered and a flyer with upcoming courses to share with

their staff.

- ESOL courses are also listed in the course catalog of professional development in MyPGS.

- ESOL specialists respond to emails and phone calls from teachers and help them understand what courses they need and their individual timeline for meeting their ESOL requirement.

Describe how the LEA provides the 60-hour ESOL training requirements for Guidance Counselors, and the LEA's tracking system.

- New personnel sign a letter during the on-boarding process with the Human Resource Department indicating they are required to comply with their ESOL requirement.

- Once the on-boarding process is complete, new hires also meet with a Certification Specialist and are given a timeline for completion of the ESOL requirement, which lists the specific requirements for the subject they were hired to teach. New employees are also given a brochure titled, *Understanding the ESOL Training Requirements*, which outlines the process teachers must take to fulfill their ESOL training requirement.

- Principals are notified twice a year by the Human Resource Department on the status of their instructional staff.

- All teachers are notified yearly via email through Human Resources of their ESOL training requirement.

- SDMC offers online ESOL courses three times per year and principals are sent the yearly schedule of courses offered and a flyer with upcoming courses to share with their staff.

- ESOL courses are also listed in the course catalog of professional development in MyPGS.

- ESOL specialists respond to emails and phone calls from teachers and help them understand what courses they need and their individual timeline for meeting their ESOL requirement.

Describe the supplemental professional development offered by the LEA to ensure that instructional staff are informed of English Language Development standards and best practices.

Supplemental training has included:

- Understanding ACCESS Scores for all school sites

- Summer science academies for both elementary and secondary teachers designed to assist teachers in making content comprehensible for their English learners
- Development of a social studies academy on making content comprehensible for English learners
- Training on best practices and strategies for ELLs for the District's Preparing New Educators Program
- Using the resources in Imagine Learning
- Using Nearpod to supplement after school tutoring programs for ELLs
- Additional SIOP training at SIOP trained schools
- Delivery of professional development trainings at schools, annual district teacher conference, and new teacher orientation

If instruction is provided in a language other than English, describe the procedures that are used to assess teachers' proficiency in the other language and in English.

All instruction is provided in English only.

A bilingual paraprofessional or teacher is required at schools having 15 or more ELLs who speak the same language. Specify the eligibility qualifications required by the LEA for bilingual paraprofessionals. Explain the bilingual paraprofessional's job description and primary assignment.

Describe LEA procedures for training bilingual paraprofessionals in ESOL or home language strategies. Include how documentation of training is maintained.

The Bilingual ESOL Paraprofessional job description is found at the following link:

https://www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1155/jd/067_51111.PDF

The district provides, through FTE, that every school must have a Bilingual ESOL Paraprofessional or teacher who can provide home language support if needed. All Spanish-speaking Bilingual ESOL Paraprofessionals are screened in both English and Spanish to ensure that they are proficient in both languages. Bilingual ESOL Paraprofessionals cannot be hired through our human resources department without notification that they have passed this screening.

All paraprofessionals are under the direction of teachers or administrators and are trained at the school site to carry out their assigned duties. In addition, Bilingual ESOL Paraprofessionals attend trainings offered by the ESOL department, 4-5 times annually.
All paraprofessionals are paid for either by general funds, Title 1, or ESE. Both the Professional Learning Department and ESOL Department maintain sign in sheets, agendas and copies of materials used for trainings.Describe the

procedures to determine the bilingual paraprofessional's proficiency in English and in the heritage language of the students served.

All applicants for a Bilingual ESOL Paraprofessional position must go through a bilingual screening to determine their level of proficiency in speaking, reading and writing. They must receive a passing score to be considered proficient enough to hire as a Bilingual ESOL Paraprofessional. In addition, each school site administrator has a team that is responsible for interviewing and hiring staff appropriate for their school. That team determines, through interviews, transcripts, referrals and application documents, an applicant's qualifications.

Please provide an assurance letter from the district superintendent that the district is in compliance with all ESOL training requirements

Section 11: Extension of Services (Rule 6A-6.09022, F.A.C.)

Describe LEA procedures used to determine extension of services, including appropriate timeline based on DEUSS. Explain the role of the ELL Committee and what supporting documentation is used in determining if continued ESOL services are necessary.

The ELL Committee shall be convened annually to re-evaluate the progress towards English language proficiency of any ELL with an initial enrollment in a school in the United States three years or more. The ELL Committee shall be convened no earlier than thirty (30) school days prior to the third anniversary of the student's initial enrollment date in a school in the United States, and no later than the anniversary date, unless the student's anniversary date falls within the first two (2) weeks of any school year. Then, the ELL committee may convene no later than October 1.This process shall be completed annually thereafter.

The ELL Committee shall review the student's academic record holistically and shall consider and document at least two (2) of these criteria to determine whether the student is English language proficient: extent and nature of prior educational or academic experience, social experience, and a student interview; written recommendation and observation by current and previous instructional and supportive services staff; level of mastery of basic competencies or skills in English and/or heritage language according to state or national criterion-referenced standards, if any; grades from the current or previous years; and, test results from tests other than the state reading assessment, ACCESS 2.0, or IPT.

Listening and Speaking Proficiency Assessment

List the Listening and Speaking assessment(s) used in the LEA to determine if a student is English proficient for extension of services.

- For students with a DEUSS up to October 1st, the listening and speaking scores on the ACCESS for ELLs 2.0
- For students with a DEUSS October 2nd through the end of the school year, oral IPT

Reading and Writing Proficiency Assessment

List the Reading and Writing assessment(s) used in the LEA to determine if a student is English proficient for extension of services.

For students with a DEUSS up to October 1st, the reading and writing scores on the ACCESS for ELLs 2.0 (K-12) and the scores on the state reading assessment (grades 3-12).

AGENDA ITEM NO. 7.20

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Revision 1 of the Contract to Purchase School Resource Officer (SRO) Services through The Manatee County Sheriff's Office for the 2022-2023 School Year, SDMC No. 23-0049-BS, Continued Procurement for Services, Estimated in the Amount of $1,236,975.27

Executive Summary
The Manatee County Sheriff's Office will provide deputy sheriffs to the School Resource Officer (SRO) program. A total of sixteen (16) deputies will be available for schools within Manatee County's jurisdiction, including seven (7) for high schools and nine (9) for middle schools. This also includes three (3) SRO supervisors.

The School Board of Manatee County shall be responsible for 50% of the annual cost of the SRO program in the amount of $1,236,975.27, to be paid in quarterly installments. The District will also reimburse the Manatee County Sheriff's Officer for overtime duty and officer training as permissible per the contract.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Expenditures for the new contract period are expected to be in line with the current year's spend. The requested contract is valid through June 30, 2023.

Historical expenditures are as follows:

- 2019-2020 school year: $1,339,096.70
- 2020-2021 school year: $1,275,115.20
- 2021-2022 school year: $1,433,750.94

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

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

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Security | Goal 1
Strengthen and secure school and district facilities.

Security | Goal 2
Promote and maintain school-wide safety and minimize the effects of emergencies and other dangerous situations through emergency preparedness on how to prevent, prepare, respond and recover in the face of emergencies and disasters.

Recommendation

The Superintendent recommends approval of revision 1 of the contract to purchase school resource officer (SRO) services through the Manatee County Sheriff's Office for the 2022-2023 school year, SDMC No. 23-0049-BS, continued procurement for services, estimated in the amount of $1,236,975.27.

Financial Impact

The funding source for this expenditure is Safe Schools Categorical, internal account, and department funds and is included in the proposed budget for 2022-2023.

Contact

Submitting Departments: Purchasing and Safety & Security
Initiated By: Ruth Gruett and Paul Damico

Attachments:
MCSO SRO 2022-2023 Agreement

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Amended 2022-2023 School Resource Officer Program Agreement

This AGREEMENT entered into for the 2022-2023 school year (July 1, 2022 through June 30, 2023 by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and THE SHERIFF OF MANATEE COUNTY, FLORIDA, whose mailing address is 600 US Highway 301 Boulevard West, Suite 202, Bradenton, Florida 34205, hereinafter referred to as the "**Sheriff**," for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as "**SRO**," within the certain public schools of **Manatee County**, Florida.

WHEREAS, pursuant to Section 1006.12, Florida Statutes, the **School Board** has the responsibility to develop and implement programs for security purposes to be in effect during the school operating hours; and

WHEREAS, the **School Board** has the additional responsibility to provide educational services to the students; and

WHEREAS, the **Sheriff** has the responsibility for law enforcement, including the provision of security services and programs for the prevention of crime; and

WHEREAS, the **School Board** and the **Sheriff** are mutually responsible for providing a safe environment within which students may receive appropriate instructional and educational services which can be delivered more efficiently through the cooperative efforts of said parties to the benefits of public health, safety, and welfare.

NOW, THEREFORE, the **School Board** and the **Sheriff** mutually agree as follows:

ARTICLE 1. SHERIFF RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **Sheriff** shall commit employed Deputy Sheriffs to the School Resource Officer (**SRO**) program and will be available for, and assigned to, schools within the Manatee County jurisdiction as set forth in **Attachment "A".**

2. Two sergeants and one lieutenant will be assigned by the **Sheriff** to oversee and supervise the **SRO** program. Each of the above will also be required to sign in and complete the sign in and sign out sheets as set forth in **Attachment "B".**

B. Responsibilities:

1. The **Sheriff** shall be responsible for employing, training, disciplining, assigning, and dismissing of all **SRO's**.

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2. The **Sheriff** shall be responsible for fully equipping the **SRO** with the necessary and required law enforcement equipment and apparel needed to perform the **SRO** functions within the school environment.

3. The **Sheriff** shall maintain all personnel records and other records related to law enforcement services delivered by the **SRO** as may be required or allowed by law including, but not limited to, individual **SRO** personnel records and files, incident reports, criminal investigative reports, citations, and other such documentations.

4. The **Sheriff** shall maintain control and responsibility over the **SRO** as well as their equipment and activities.

C. **SRO** Duty Hours:

1. For the Term of Agreement, each **SRO** shall work a forty-three-hour week consisting of 8.6-hour days, corresponding to the school calendar regular session, based upon the SRO's assigned work detail.

2. The **SRO** workday shall correspond with the teacher's regular workday in the respective schools. Whenever needed, **SRO** may be temporarily reassigned by the **Sheriff** for accrued leave or during other periods of law enforcement purposes, another SRO will be assigned. With approval of the **Sheriff** and after consultation with the School Administrator, **SRO** will be allowed to request and utilize their annual leave throughout the year.

3. The schools may request the use of the **SRO** for overtime within each two-week period. Overtime will be paid directly to the **SRO** by the **Sheriff** and reimbursed to the **Sheriff** from the school's internal accounts within 30 days of receipt of invoice.

D. Duties of the **SRO:**

1. The **SRO** shall act as an instructor for specialized, short-term programs at their respective schools when requested to do so by the principal or member of the faculty and approved by the **Sheriff**. The **SRO** may teach part of these programs as a guest lecturer when so requested, however, the **SRO** shall not be responsible for teaching of the program on a full-time basis.

2. The **SRO** is approved to teach the "Character Development" program, the "Crossroads, It's Your Choice" program, the "Know the Law" program and the "D.A.R.E." program. All other programs must be approved by the principal of their respective schools and the **Sheriff**.

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E. General Responsibilities of **SRO**:

1. **SRO** shall coordinate all of their activities with the principal of their respective school and shall receive approval, advice, and guidance prior to enacting any programs within said school that have not previously been established or approved under this Agreement.

2. **SRO** shall develop expertise in presenting various subjects to students which shall include a basic understanding of law, the role of law enforcement officers, and the law enforcement mission.

3. **SRO** shall encourage individual and group discussion with the students of their respective schools based upon materials presented in the classroom environment to further establish a rapport with those students.

4. The **SRO**, if requested by the principal of their respective school, shall attend parent/faculty meetings and student staffing, in order to solicit support and understanding of the **SRO** program from the faculty and parents and to promote awareness of the law enforcement function. If these meetings or staffing occur outside of the **SRO's** working hours, overtime will be paid directly to the **SRO**s by the **Sheriff** and reimbursed to the **Sheriff** from the school's internal accounts or School District of Manatee County (SDMC) department funds within 30 days of receipt of invoice.

5. If available based on the duties and responsibilities of the **SRO**, the **SRO** shall make themselves available for student, parent, and faculty member conferences in order to assist with the identification of and solving of problems of a law enforcement or crime prevention nature. Any confidential information obtained, pursuant to Chapter 39, Florida Statutes, shall not be disclosed except as provided for by law or court order.

6. **SRO** shall become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and Community Based Programs. **SRO** shall make referrals when appropriate.

7. The **SRO** shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.

8. Should it become necessary to conduct formal police interviews or investigations with students, the **SRO** shall adhere to those legal requirement policies and procedures established by the **Sheriff** and the **School Board**; provided however, that the **Sheriff** shall have the authority to modify or suspend said policies and procedures in the interest of

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criminal justice and/or public safety. The **SRO** shall render assistance to other law enforcement officers in matters regarding the **SRO** school assignment.

9. The **SRO** shall not act as a school disciplinarian, school administrator, or assistant principal, but will cooperate and participate as necessary in the **School Board** expulsion hearing process, if requested by the Superintendent of Schools or legal counsel and approved by the **Sheriff**.

10. The **SRO** shall not be assigned duties regularly assigned to school staff such as lunchroom or hall monitor. If there is a problem area, the **SRO** may evaluate or assist the school staff in monitoring those areas.

11. The **SRO** shall adhere to the **Sheriff's** policies and procedures when transporting citizens.

12. The **SRO** will follow and conform to all **School Board** policies and procedures that do not conflict with the established policies and procedures of the **Sheriff**.

13. The **SRO** shall take law enforcement actions as necessary and advisable under the circumstances involved in any situation occurring at the **SRO** school and, as soon as practicable, if not prohibited by confidentiality provisions of state law, the **SRO** shall notify the principal of the school to which the **SRO** is assigned of any law enforcement activity undertaken or ongoing on the school's campus.

14. At the principal's request and subject to the availability based on the duties and responsibilities of the **SRO**, the **SRO** shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school related functions. Whenever practicable, the **SRO** shall advise the principal before requesting additional law enforcement assistance on the campus.

15. If it is necessary for the **SRO** to be absent from his/her assigned school for a period of time less than a full workday, the **SRO** shall contact the **SRO** supervisor. The **SRO** supervisor will then ensure that the school has a replacement **SRO** prior to the assigned **SRO** leaving campus.

16. **SRO**s shall sign in and out at their assigned schools to document their presence at the school for purposes of the State of Florida Department of Education auditing requirements. The sign-in and sign-out form to be utilized for this purpose is attached hereto as **Attachment "B".**

17. **SRO** shall wear the official Deputy Sheriff Uniform at all times while on duty as an **SRO**; however, appropriate civilian attire may be worn on

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those occasions mutually agreed upon, by and between the school principal and the **Sheriff** or their appropriate designee.

ARTICLE 2. SCHOOL BOARD RESPONSIBILITIES

A. Facilities and Materials:

The **School Board** shall provide each **SRO** the following facilities and materials necessary for the performance of the **SRO** functions:

1. An air conditioned, properly lighted private office with a seven (7) digit telephone for business purposes, a secure file cabinet, desk, chair, and appropriate office supplies, access to computer or secretarial assistance, access to copying equipment, and a portable 2-way radio for communications with other school personnel.

2. Access to the **School Board**'s student information systems, to include, access to student information through Focus, as available, relating to all students enrolled at the SROs assigned school, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. **SRO supervisors** shall have access to student information through FOCUS in the entire school district for a school related purpose. Any information obtained by the **SRO**s through such access shall be maintained confidential pursuant to the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes (2020). The **SRO supervisor** to the extent it exists, shall have mobile access to surveillance cameras at all the schools located within Manatee County.

3. The **School Board** shall appropriate such funds as may be necessary in order to provide each **SRO** for the school year, the ability, when authorized by the respective principal, to purchase supplies and other equipment or materials that are needed in the performance of the **SRO** function including, but not limited to, cameras, and other such matter.

4. The **School Board** shall provide the **Sheriff** notice, at least two (2) years, prior to commencement of any new school construction or conversion within Manatee County.

B. Training:

The **School Board** shall, upon written request, reimburse the **Sheriff** its proportionate share (50%) of the reasonable costs of additional formal training expenses for **SRO** that have been requested and agreed to in advance by and between the **School Board** and the **Sheriff**, as being necessary for an assigned **SRO** to obtain certification as a School Resource Practitioner or other training

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necessary to fulfill the specific requirements of certification as an **SRO**. The reimbursement for agreed expenses shall include, but not be limited to, registration, tuition, lodging, and meals, all in keeping with the applicable state guidelines. If mutually agreed upon in advance by the **School Board** and the **Sheriff**, **SRO** may be reimbursed for other SRO specific training expenses. The **School Board** shall reimburse the **Sheriff** for any **SRO** training mandated by statute.

C. Section 1006.13, Florida Statutes, Policy of zero tolerance for crime and victimization compliance:

The **School Board** shall ensure that any act that poses a threat to school safety, whether committed by a student or adult, is reported to the **SRO** assigned to the involved school or an **SRO** supervisor. The **SRO** or **SRO** supervisor will be the Sheriff's designee to handle any reported act(s) that poses a threat to school safety whether committed by a student or adult.

The **School Board** personnel shall immediately consult with an **SRO** or **SRO supervisor** concerning appropriate delinquent acts and crimes.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

A. Each **SRO** shall be a certified law enforcement officer, within the State of Florida, employed by and responsible to the **Sheriff** and will not, under any circumstances be an employee of the **School Board** nor shall the **School Board** be liable for their actions.

B. The **SRO** in the exercise of their duties and responsibilities will coordinate those school activities and education curriculum involved in their duties with the Superintendent of Schools and the principal of their assigned school.

C. The **SRO** supervisor shall coordinate, in keeping with the policies of the **School Board** and after request the principal of the respective school subject to availability based on the duties and responsibilities of the **SRO**, the scheduling of **SRO** at extra-curricular activities, including after-school security activities for which special arrangements shall be made for compensation. Any such extra-curricular activities requested by the **School Board**, over and above the normal pay period, shall be in compliance with all applicable rules and regulations of the **Sheriff** and the Department of Labor under the Fair Labor Standards Act.

D. The **School Board** shall reimburse the **Sheriff** the yearly costs, expenses, entitlements, and benefits resulting from the assignment of **SRO** as set forth in **Attachment "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due

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to the **Sheriff** in quarterly installments after receipt of an invoice from the **Sheriff** per the following schedule:

October 15, 2022
December 15, 2022
March 15, 2023
June 15, 2023

Other than overtime reimbursement otherwise due **Sheriff** pursuant to the terms of this Agreement, any additional compensation for services or expenses in excess of the yearly costs set forth in **Attachment "C"** must be mutually approved in writing. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 day basis.

E. If the **School Board** determines that it is necessary to utilize **SRO** for designated summer school programs, the **Sheriff** shall provide up to 8 **SRO**s and the **SRO** costs, expenses, entitlements, and benefits shall be reimbursed to the **Sheriff** by the **School Board**. Summer school services shall be **billed upon completion of summer school**.

F. If due to an exceptional occurrence, sporting event, public meeting, or other activity, it is necessary for other deputies, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, the Sheriff shall make every attempt to staff that event, meeting, or activity, with SROs which may be assigned to other schools, and who may be paid overtime. Should the Sheriff be unable to obtain a sufficient number of SROs to staff the event, meeting, or activity, compensation for those additional deputies will be charged to the **School Board** in keeping with the **Sheriff**'s existing rules and policies concerning the provision of off-duty officers as further provided within any then-existing Off-Duty Employment Unit Contract between the School Board and Sheriff.

G. The **SRO** shall be entitled to those sick days accrued during the term of this Agreement, without loss of pay if the **SRO** becomes sick and is absent from duties at his/her assigned school. If the **School** Board desires and requests a substitute or replacement officer for the absent **SRO** and the absent **SRO** is utilizing accrued sick leave, then the **School Board** shall be responsible for the variance in cost for that substitute officer for the unavailable **SRO**. The **SRO** supervisor shall not be used to act as a substitute officer for an unavailable **SRO**. If the absence of the **SRO** is due to sickness/injury that is job related and compensable through worker's compensation, the **Sheriff** shall be responsible for compensating and providing a substitute officer for the period of time that the assigned **SRO** is absent and receiving worker's compensation.

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H. If the assigned **SRO** is required to work overtime (in excess of 86 hours) by the **School Board**, the **School Board** shall be responsible for compensating the **SRO** at 1.5 times the hourly rate of pay. Overtime will be paid directly to the officers by the **Sheriff** and reimbursed to the **Sheriff** from the school's internal accounts or SDMC department funds within 30 days of receipt of invoice.

I. The **Sheriff** and the **School Board** shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise or questions develop regarding the implementation and interpretation of the provisions of the Agreement, both parties shall negotiate in good faith in resolving those matters in keeping with the public purpose of this Agreement in protecting the students, **School Board** staff, and the general public.

J. If it becomes necessary for an assigned **SRO** to be relieved of duty or be removed from his/her position at his/her assigned school by the **Sheriff**, the principal of the school affected, shall be contacted and briefed of the facts relating to the removal. If the removal of the **SRO** is at the request of the affected school's principal, said request shall be in writing documenting the reason for such request and forwarded through the affected **SRO**'s chain of command, with a copy forwarded to the Superintendent of Schools. An appropriate meeting of the necessary staff of the **Sheriff** and the **School Board** shall be scheduled in order to discuss and resolve the issues involved with the affected **SRO**. The **Sheriff** shall make the final determination regarding placement of **Sheriff**'s personnel.

K. The **Sheriff** shall advise the **School Board** in writing of any permanent staff changes of SROs within schools, including but not limited to leaves of absence greater than 14 days, retirements, and reassignments. The **Sheriff** agrees and **School Board** understands that such staff change(s) will not increase **School Board's** funding obligation for SROs as described within Attachment "C" hereto .

L. Term:

The term of the Agreement shall be for the 2022-2023 school year and expire on June 30, 2023. The Agreement may be terminated by the **School Board** at any time if insufficient funding occurs as a result of the action of the State Legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the **School Board** will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer **SRO**'s into a budgeted Deputy Sheriff position. This agreement may be extended an additional thirty days upon the written consent of both parties.

M. Termination:

The Agreement may be terminated by either party upon thirty (30) day written notice where a substantial breach of the Agreement has occurred, and the

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breaching party has failed to cure the breach within 30 days. Upon termination, the **School Board** shall be entitled to a prorated refund in accordance with the compensation formula for each day the **SRO** services are not provided as a result of termination. The **Sheriff** shall be entitled to compensation for all services performed up to the date of termination.

N. Indemnification:

Consistent with Section 768.28, Florida Statutes, the **School Board** and the **Sheriff** agree to defend, indemnify and hold harmless the other party, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities, including attorney's fees, resulting from or arising out of the intentional or negligent acts or omissions of its own employees, officers or agents, whether occurring before or after the **School Board** and the **Sheriff** assumed the obligations of this Agreement. No provision of the Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

O. Notice:

Where any notice is required under this Agreement or applicable law, such notice shall be provided by certified mail, return receipt requested, as follows:

For **Sheriff**

Rick Wells, Sheriff
Manatee County Sheriff's Office
600 301 Blvd. West, Suite 202
Bradenton, Florida 34205

For **School Board**

Cynthia Saunders, Superintendent
School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205

P. Entire Agreement:

This Agreement, together with the attachments set forth below represents the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter. All attachments are incorporated in their entirety into and form part of the Agreement. The Agreement has the following attachments:

Attachment "A" –School Coverage Sheet
Attachment "B" – School Sign-in and Sign-out Sheet
Attachment "C" – School Resource Officer Budget

Q. Severability:

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any

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waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

R. Venue:

This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Venue for any litigation hereunder shall be in Manatee County, Florida.

S. Equal Opportunity:

The **School Board** and the **Sheriff** do not discriminate on the basis of race, sex, marital status, national origin, religion, disability, or age, in the operation of the school district or in the provisions of services.

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

U. Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause of relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

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IN WITNESS WHEREOF, the parties have caused the execution of this Agreement, in duplicate, on the date last signed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Rev. James Golden, Board Chair

ATTEST:

By: _____ Date: _____
Cynthia Saunders, Superintendent

APPROVED AS TO FORM
& SUFFICIENCY:

_____
Mitchell Teitelbaum
General Counsel

SHERIFF OF MANATEE COUNTY, FLORIDA

By: DocuSigned by: Charles R. Wells DD64DDC5BE09444... Date: 7/28/2022
Rick Wells, Sheriff of Manatee County, Florida

APPROVED AS TO FORM
& SUFFICIENCY:

DocuSigned by: C40E682421C346E...
Eric F. Werbeck
General Counsel

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ATTACHMENT "A"

SCHOOL COVERAGE SHEET FY 22-23

SHERIFF EMPLOYEE NAME	ASSIGNED SCHOOL
J	Supervisor
F	Supervisor
A	Supervisor
A	Horizons
A	Braden River High School
C	Bayshore High School
H	Lakewood Ranch High School
M	Southeast High School
S	Horizons
T	Parrish Community High School
B	Buffalo Creek Middle School
C	Johnson Wakeland Middle School
E	Nolan Middle School
F	Braden River Middle School
G	King Middle School
H	Dr. Mona Jain Middle School
J	Harllee Middle School
M	Lee Middle School
P	Haile Middle School

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Attachment "B"

SCHOOL RESOURCE OFFICER
TIMESHEET- MONTHLY REPORTING

School District of Manatee County
215 Manatee Ave W Bradenton, Fl. 34205
(941) 708-8770 www.manateeschools.net

Month_____ Year_____ School Location_____

_____ _____
Deputy (Last Name First) ID #

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

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DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

I hereby certify this report records hours worked by me during the period covered.

Deputy signature _____ Date _____

(District requires a physical signature)

I hereby certify this report correctly records the hours worked by this deputy.

Principal Signature _____ Date _____

(District requires a physical signature)

(3/12/2019)

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ATTACHMENT "C"

SRO Program Agreement
School Board of Manatee County and The Sheriff of Manatee County
FINAL Cost Allocation for 2022-2023

	Number of		Total	Allocation	
	Deputies	Supervisors	Cost	SBMC	MSO
Middle Schools	9	1	$ 1,235,057.18	$ 617,528.59	$ 617,528.59
High Schools	7	2	$ 1,238,893.35	$ 619,446.68	$ 619,446.67
MTC	0	0	$ -	$ -	$ -
Total	16	3	$ 2,473,950.53	$ 1,236,975.27	$ 1,236,975.26

Notes: Horizons is included in High Schools.
Removed Palm View and MTC deputies.

Quarterly installments due as follows:

October 15, 2022	$ 309,243.82
December 15, 2022	$ 309,243.82
March 15, 2023	$ 309,243.82
June 15, 2023	$ 309,243.81
Total	$ 1,236,975.27

Manatee County Sheriff's Office
HIGH SCHOOL School Resource Officer Program
FY 2022 - 2023 FINAL Budget
50/50 Split Personal Services Between School Board & MSO

	2021 - 2022	Diff.	2022 - 2023	
PERSONNEL EXPENSES				
Regular Salary	$ 757,271.58	$ 38,587.90	**$ 795,859.48**	Reflects 8% salary increase & deputy changes
Overtime (billed separately)	-	-	-	
Incentive	7,560.00	1,800.00	**9,360.00**	Reflects deputy changes
FICA	58,509.62	3,089.67	**61,599.29**	Reflects 8% salary increase & deputy changes
Retirement	198,014.89	26,077.69	**224,092.58**	FRS rates 27.83% vs PY 25.89%
Health & Life Ins.	162,803.52	(14,821.52)	**147,982.00**	Reflects 8% insurance increase & deputy changes
Total Personnel Expenses	$ 1,184,159.61	$ 54,733.74	**$ 1,238,893.35**	
OPERATING EXPENSES				
Auto & Radio Repairs	$ 4,590.00	(4,590.00)	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	4,500.00	(4,500.00)	-	$500 per SRO
Communications	5,940.00	(5,940.00)	-	In-Car Computer Aircards $55mo. X12 X 7
Insurance & Bond	8,693.00	(8,693.00)	-	$921 per deputy plus notary svc. (4)
Office Supplies	450.00	(450.00)	-	$50 per deputy
Gas, Oil & Other	19,247.52	(19,247.52)	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	2,025.00	(2,025.00)	-	$225 per person
Uniform Cleaning	1,350.00	(1,350.00)	-	$150 per person annually
Subtotal Operating Expenses	$ 46,795.52	$ (46,795.52)	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	$ 62,232.75	$ (62,232.75)	$ -	8yr amortization/deputy
TOTAL	$ 1,293,187.88	$ (54,294.54)	**$ 1,238,893.35**	
School Board 50% Share	$ 615,477.57	$ 3,969.11	$ 619,446.68	
School Board 25% Share	$ 15,558.19	$ (15,558.19)	$ -	
School Board Share	$ 631,035.75	$ (11,589.08)	$ 619,446.68	

The above represents 7 School Resource Officers/2 Supervisors.
PY had LT Perez and Sgt Kelley - both retired in FY21

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ATTACHMENT "C"

HIGH SCHOOL School Resource Officer Program
FY 2022 - 2023 Budget

Employee		8% Increase Salary	Incentive	7.65% FICA	27.83% Retirement	8% Increase Health	Total
J(	Supervisor	$ 98,898.28	$960	$7,639	$27,791	$23,211	$ 158,499.00
A	Supervisor	$ 101,827.44	$1,200	$7,882	$28,673	$23,220	$ 162,801.58
A	Horizons	$ 69,293.64	$1,440	$5,411	$19,685	$8,885	$ 104,714.94
A	Braden River High School	$ 101,983.96	$720	$7,857	$28,583	$13,809	$ 152,952.33
C	Bayshore High School	$ 84,140.68	$720	$6,492	$23,617	$23,170	$ 138,139.25
H	Lakewood Ranch High School	$ 92,145.56	$480	$7,086	$25,778	$23,194	$ 148,683.11
M	Southeast High School	$ 89,976.64	$720	$6,938	$25,241	$8,949	$ 131,824.81
S(	Horizons	$ 68,309.80	$1,560	$5,345	$19,445	$359	$ 95,018.61
T(	Parrish Community High School	$ 89,283.48	$1,560	$6,950	$25,282	$23,185	$ 146,259.75
9		$ 795,859.48	$ 9,360.00	$ 61,599.29	$ 224,092.58	$ 147,982.00	$ 1,238,893.35

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ATTACHMENT "C"

Manatee County Sheriff's Office
MIDDLE SCHOOL School Resource Officer Program
FY 2022 - 2023 FINAL Budget
50/50 Split Personal Services Between School Board & MSO

PERSONNEL EXPENSES	2021 - 2022	Diff.	2022 - 2023	
Regular Salary	$ 821,286.17	$ (64,489.61)	**$ 756,796.56**	Reflects 8% salary increase & deputy changes
Overtime (billed separately)	-	-	-	
Incentive	8,760.00	240.00	**9,000.00**	Reflects deputy changes
FICA	63,498.53	(4,915.09)	**58,583.44**	Reflects 8% salary increase & deputy changes
Retirement	214,898.95	(1,777.77)	**213,121.18**	FRS rates 27.83% vs PY 25.89%
Health & Life Ins.	177,537.72	20,018.28	**197,556.00**	Reflects 8% insurance increase & deputy changes
Total Personnel Expenses	$ 1,285,981.37	$ (50,924.19)	**$ 1,235,057.18**	
OPERATING EXPENSES				
Auto & Radio Repairs	$ 5,610.00	(5,610.00)	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	5,500.00	(5,500.00)	-	$500 per SRO
Communications	7,260.00	(7,260.00)	-	In-Car Computer Aircards $55mo. X12 X 9
Insurance & Bond	10,535.00	(10,535.00)	-	$921 per deputy plus notary svc. (4)
Office Supplies	550.00	(550.00)	-	$50 per deputy
Gas, Oil & Other	23,524.75	(23,524.75)	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	2,475.00	(2,475.00)	-	$225 per person
Uniform Cleaning	1,650.00	(1,650.00)	-	$150 per person annually
Subtotal Operating Expenses	$ 57,104.75	$ (57,104.75)	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	76,062.25	(76,062.25)	-	8yr amortization/deputy
TOTAL	$ 1,419,148.37	$ (184,091.20)	$ 1,235,057.18	
School Board 50% Share	$ 671,543.06	$ (54,014.47)	$ 617,528.59	
School Board 25% Share	$ 19,015.56	$ (19,015.56)	$ -	
School Board Share	$ 690,558.62	$ (73,030.03)	$ 617,528.59	

The above represents 9 School Resource Officers/1 Supervisor.
PY included Palm View K-8 -- removed per School Board

Manatee County Sheriff's Office
MIDDLE SCHOOL School Resource Officer Program
FY 2022 - 2023 Budget

Employee			8% Increase Salary	Incentive	7.65% FICA	27.83% Retirement	8% Increase Health	Total
F		Supervisor	$ 97,176.56	$1,560	$7,553	$27,478	$23,206	$ 156,974.29
B		Buffalo Creek Middle School	$ 59,052.76	$240	$4,536	$16,501	$23,140	$ 103,469.83
C		Johnson Wakeland Middle School	$ 87,919.52	$840	$6,790	$24,702	$23,177	$ 143,428.40
E		Nolan Middle School	$ 95,946.76	$960	$7,413	$26,969	$23,203	$ 154,492.28
F		Braden River Middle School	$ 66,297.40	$240	$5,090	$18,517	$23,113	$ 113,257.87
G		King Middle School	$ 60,506.16	$1,200	$4,721	$17,173	$13,681	$ 97,280.51
H		Dr. Mona Jain Middle School	$ 77,589.20	$720	$5,991	$21,793	$23,153	$ 129,246.30
JI		Harllee Middle School	$ 78,192.92	$720	$6,037	$21,961	$23,149	$ 130,060.22
M		Lee Middle School	$ 66,364.48	$1,440	$5,187	$18,870	$21,379	$ 113,240.51
P		Haile Middle School	$ 67,750.80	$1,080	$5,266	$19,156	$355	$ 93,606.97
	10		$ 756,796.56	$9,000	$58,583	$213,121	$197,556	$ 1,235,057.18
	50%		378,398.28	4,500.00	29,291.72	106,560.59	98,778.00	617,528.59
Average cost of SRO			**$ 73,291.11**	**$ 826.67**	**$ 5,670.01**	**$ 20,626.98**	**$ 19,372.22**	**$ 119,786.99**

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Manatee County Sheriff's Office
MTC School Resource Officer Program
FY 2022 - 2023 FINAL Budget
50/50 Split Personal Services Between School Board & MSO

PERSONNEL EXPENSES	2021 - 2022	Diff.	2022 - 2023	
Regular Salary	$ 90,419.10	$ (90,419.10)	$ -	Reflects 8% salary increase & deputy changes
Overtime (billed separately)	-		-	
Incentive	1,560.00	(1,560.00)	-	Reflects deputy changes
FICA	7,036.40	(7,036.40)	-	Reflects 8% salary increase & deputy changes
Retirement	23,813.39	(23,813.39)	-	FRS rates 27.83% vs PY 25.89%
Health & Life Ins.	438.48	(438.48)	-	Reflects 8% insurance increase & deputy changes
Total Personnel Expenses	$ 123,267.37	$ (123,267.37)	$ -	
OPERATING EXPENSES				
Auto & Radio Repairs	$ 510.00	$ (510.00)	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	500.00	(500.00)	-	$500 per SRO
Communications	660.00	(660.00)	-	In-Car Computer Aircards $55mo. X12 X 1
Insurance & Bond	1,022.00	(1,022.00)	-	$921 per deputy plus notary svc. $101
Office Supplies	50.00	(50.00)	-	$50 per deputy
Gas, Oil & Other	2,138.61	(2,138.61)	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	225.00	(225.00)	-	$225 per person
Uniform Cleaning	150.00	(150.00)	-	$150 per person annually
Subtotal Operating Expenses	$ 5,255.61	$ (5,255.61)	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	6,914.75	(6,914.75)	-	8yr amortization/deputy
TOTAL	$ 135,437.73	$ (135,437.73)	$ -	
School Board 50% Share	$ 64,261.49	$ (64,261.49)	$ -	
School Board 25% Share	$ 1,728.69	$ (1,728.69)	$ -	
School Board Share	$ 65,990.18	$ (65,990.18)	$ -	

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ATTACHMENT "C"

AGENDA ITEM NO. 7.21

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Revision 1 for the Request for Proposal on Closed Circuit Television (CCTV) Security Systems Installation, Repairs, Parts, and Accessories, SDMC No. 21-0062-MR, Continued Procurement for Products and Services, Estimated in the amount of $3,000,000.00 Annually

Executive Summary
On September 8, 2020, the Board approved the request for proposal for closed circuit television (CCTV) security system installation, repairs, parts, and accessories. The requested increase will allow for the repair and replacement of failing equipment, including NVRs, as well as refresh equipment throughout the District's sites.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Expenditures for the contract periods are expected to be in line with the requested estimated spend. The requested contract period remains valid through August 31, 2023, with additional one-year renewals through August 31, 2025.

Historical expenditures are as follows:
- Contract Year 1: $1,978,278.73
- Contract Year 2 YTD: $1,891,972.11

The proposal is awarded to:
- Castle Security d/b/a Safehouse Security Solutions, Sarasota, FL, Florida Document No. P19000070803
- Silmar Electronics, Miami, FL, Florida Document No. 275645, local office in Sarasota

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

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Safety | Goal 1
Increase the number of best practices, resources and evidence-based approaches in the areas of school climate and safety across all district campuses and buildings.

Safety | Goal 2
Increase the capabilities of all district schools to appropriately prevent and intervene with unsafe and disruptive student behaviors, while reducing the number of instructional days lost to Out of School Suspensions.

Security | Goal 1
Strengthen and secure school and district facilities.

Security | Goal 2
Promote and maintain school-wide safety and minimize the effects of emergencies and other dangerous situations through emergency preparedness on how to prevent, prepare, respond and recover in the face of

emergencies and disasters.

Recommendation

The Superintendent recommends approval of revision 1 for the request for proposal on closed circuit television (CCTV) security systems installation, repairs, parts, and accessories, SDMC No. 21-0062-MR, continued procurement for products and services, estimated in the amount of $3,000,000.00 annually.

Financial Impact

The funding source for this estimated expenditure is Capital, General, and other funds as needed and is included in the Maintenance and Operations and District proposed budget(s) for 2022-2023.

Contact

Submitting Departments: Purchasing and Maintenance and Operations
Initiated By: Ruth Gruett and Todd Henson

AGENDA ITEM NO. 7.22

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the items be disposed.

School Board of Manatee County Policy 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present Cost Center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following: sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver, or abandonment at a public landfill.

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

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of request to declare surplus and dispose of District tangible personal property greater than $5,000.00.

Financial Impact
All assets have fully depreciated. All revenue generated through auction and/or recycling will be placed in the District's General Fund.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
Surplus List - 8-9-22

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
104365	SIMULATOR PATIENT PEDIASIM		8/9/2000	$ 51,000.00	$ -	OBSOLETE
193775	SWITCH HP PROCURVE 5406ZL	SG725SU02V	7/12/2007	$ 34,459.00	$ -	OBSOLETE
213347	REFRIGERATOR VICTORY RS1DS7		6/29/2009	$ 5,000.00	$ -	UNECONOMICAL TO REPAIR, AUCTION
220851	DATA TORQ MAC TOOLS 1/2"	30811016	3/14/2011	$ 5,750.99	$ -	UNECONOMICAL TO REPAIR
238852	BALANCER WHEEL JOHN BEAN	G96KF005	1/10/2013	$ 10,119.75	$ -	UNECONOMICAL TO REPAIR, AUCTION
92768	MIXER HOBART D 340 40 QT	31117756	6/5/1998	$ 6,111.38	$ -	OBSOLETE, AUCTION
99226	BRAKE LATHE WITH OUTBOARD SUPP		2/3/2000	$ 7,432.89	$ -	UNECONOMICAL TO REPAIR, AUCTION
NO PR	METIBABY SIM MANIKIN		UNK	UNK	$ -	OBSOLETE, JUNK
				$ 119,874.01	$ -	

AGENDA ITEM NO. 7.23

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Freedom Elementary School - Classroom Addition - Phase III Plans - Construction Documents - No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge the submittal of Phase III Plans - Construction Documents for the Freedom Elementary School - Classroom Addition.

Freedom Elementary School Classroom Addition Summary Sheet is attached for reference.

This project does not require an Educational Plant Supplemental Survey.

The supporting documentation is available in the Construction Services Department for review.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Freedom Elementary School - Classroom Addition - Phase III Plans - Construction Documents, no financial impact.

Financial Impact
There is no fiscal impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Freedom Elementary Classroom Addition Summary Sheet

Freedom Elementary School - Classroom Addition (8 Pack)

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER:	Harvard Jolly Architects	Currently on the District's continuing contracts list
CONSTRUCTION MANAGER:	McIntyre Elwell & Strammer General Contractors, Inc.	Currently on the District's continuing contracts list
BUILDING OFFICIAL:	N/A	

PROJECT BUDGET:	$	4,550,000.00	Revised Total Project Budget
	$	3,932,400.00	Original Total Project Budget (12/14/21)

HISTORY: Freedom Elementary School was built in August 2003 and has 756-student stations The school is located north of State Road 64 and adjacent to Carlos B. Haile Middle School.

SCOPE: The scope of work as documented in 100% construction documents dated June 1, 2022 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.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 182,200.00	December 14, 2021	Approved	Architectural / Engineering Services
Phase III Plans:	$ -	August 9, 2022	Pending	Construction Documents
TOTAL	$ 182,200.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 15,000.00	December 14, 2021	Approved	Pre-Construction Services
Amendment 1:	$3,894,408.00	August 9, 2022	Pending	Guaranteed Maximum Price - Amendment 1
TOTAL	$3,909,408.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

AGENDA ITEM NO. 7.24

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Freedom Elementary School - Classroom Addition - Agreement Between Owner and McIntyre Elwell & Strammer General Contractors - Amendment 1 - Guaranteed Maximum Price, in the Amount of $3,894,408.00

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and McIntyre Elwell & Strammer General Contractors, which authorizes a Guaranteed Maximum Price (GMP) for the classroom addition at Freedom Elementary School. The scope of work, as documented in 100% construction documents dated June 1, 2022, will include, but is not limited to, an eight-classroom building addition adding 160 student stations and student restrooms adjacent to the existing covered playground structure.

Freedom Elementary School - Classroom Addition Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Freedom Elementary School - Classroom Addition - Agreement between Owner and McIntyre Elwell & Strammer General Contractors - Amendment 1 - Guaranteed Maximum Price, in the amount of $3,894,408.00.

Financial Impact
The amount of Amendment 1 is $3,894,408.00. The Guaranteed Maximum Price, including this Amendment 1, is $3,909,408.00 and is included in the total project budget requirement of $4,550,000.00. **This project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Freedom Elementary Classroom Addition Summary Sheet
Freedom Elementary Classroom Addition CM Amendment 1 GMP

Freedom Elementary School - Classroom Addition (8 Pack)

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER:	Harvard Jolly Architects	Currently on the District's continuing contracts list
CONSTRUCTION MANAGER:	McIntyre Elwell & Strammer General Contractors, Inc.	Currently on the District's continuing contracts list
BUILDING OFFICIAL:	N/A	

PROJECT BUDGET:	$	4,550,000.00	Revised Total Project Budget
	$	3,932,400.00	Original Total Project Budget (12/14/21)

HISTORY: Freedom Elementary School was built in August 2003 and has 756-student stations The school is located north of State Road 64 and adjacent to Carlos B. Haile Middle School.

SCOPE: The scope of work as documented in 100% construction documents dated June 1, 2022 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.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 182,200.00	December 14, 2021	Approved	Architectural / Engineering Services
Phase III Plans:	$ -	August 9, 2022	Pending	Construction Documents
TOTAL	$ 182,200.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 15,000.00	December 14, 2021	Approved	Pre-Construction Services
Amendment 1:	$3,894,408.00	August 9, 2022	Pending	Guaranteed Maximum Price - Amendment 1
TOTAL	$3,909,408.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established ~~Guaranteed Maximum Price~~ Agreement.

Project Name: Freedom Elementary School – New Classroom Building
Construction Manager: McIntyre Elwell & Strammer General Contractors, Inc.
Construction Manager Address: 1645 Barber Road, Sarasota, FL 34240

The work is as follows: The scope of work is in accordance with the construction contract documents dated June 1, 2022, will include, but is not limited to, an (8) eight classroom building addition adding 160 student stations, and adding student restrooms adjacent to the existing covered playground structure.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: TBD

Amount of Amendment: $ 3,894,408.00
Previous Amount of ~~GMP~~ Preconstruction Agreement: $ 15,000.00
New Total Amount of GMP: $ 3,909,408.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Mark T. Freeman, President Name/Title: Josh Tomlinson, Project Executive

As Witnessed: _____
Lisa A. Velazquez

McIntyre Elwell & Strammer General Contractors, Inc.
(Name of Corporation)

(Corporate Seal)

MCINTYRE ELWELL & STRAMMER GENERAL CONTRACTORS, INC. CORPORATE SEAL FLORIDA 1987

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **FREEDOM ELEMENTARY CLASSROOM BLDG** Date: 6/30/2022

Contractor **MCINTRYRE, ELWELL & STRAMMER, GC INC.**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Soil poison	$1,396.00	
Temp. Fence and Barricades	$30,000.00	
Demolition of Playground	$7,195.00	
Site Work	$204,646.00	
Sidewalk at Aluminum Canopy	$19,249.00	
Sod Allowance	$47,222.00	
Dumpsters	$19,052.00	
Chain link fence	$4,462.00	
Concrete and Masonry	$507,500.00	
Precast hollow core slabs	$88,536.00	
Roof Ladder	$5,540.00	
Parapet Nailer	$14,004.00	
Damp Proofing	$7,500.00	
Roofing	$248,675.00	
Doors and Hardware	$95,038.00	
Storefront, Windows Glass and Glazing	$105,750.00	
Stucco	$56,580.00	
Metal Framing & Drywall	$118,320.00	
Acoustical Ceilings	$28,700.00	
Flooring and hard tile	$56,819.00	
Painting	$32,714.00	
Toilet Accessories	$9,938.00	
Corner Guards	$2,400.00	
Signage	$2,000.00	
Aluminum Canopy	$34,272.00	
Whiteboards	$28,000.00	
Casework & Cabinetry	$74,929.00	
Window Treatment	$5,906.00	
Lockdown shades	$961.00	
Plumbing	$125,750.00	
Fire Sprinklers	$26,400.00	
HVAC	$473,690.00	
Ceiling Repair for Chilled water line install in main building	$3,779.00	
Electrical	$616,908.00	
BDA System allowance	$20,000.00	
Sub Total		**$3,123,831.00**

General Conditions:		
General Conditions and Supervision	$313,941.00	
General Liability Insurance	$14,449.00	
Sub Total		**$328,390.00**
Overhead & Profit (Overall Project)	$202,273.00	
Sub Total		**$202,273.00**
Pre-Construction Expenses (previous contract)	$15,000.00	
Sub Total		
Unforseseen Conditions:	$206,267.00	
Sub Total		**$206,267.00**
Bond:	$33,647.00	
Sub Total		**$33,647.00**
GMP AMENDMENT 1		**$3,894,408.00**

ME&S
General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

July 13, 2022

School District of Manatee County
Department of Construction Services
1 Matzke Way, Building 7
Bradenton, FL 34208

SUBJECT: Employment Eligibility Verification ("E-VERIFY")

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 letter 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.

Company E-Verify Number #1464792

Mark T. Freeman, President

AGENDA ITEM NO. 7.25

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Lakewood Ranch High School - Classroom Addition - Phase III Plans - Construction Documents - No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge the submittal of Phase III Plans - Construction Documents for the Lakewood Ranch High School - Classroom Addition.

Lakewood Ranch High School Classroom Addition Summary Sheet is attached for reference.

This project does not require an Educational Plan Supplemental Survey.

The Supporting documentation is available in the Construction Services Department for review.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Lakewood Ranch High School - Classroom Addition - Phase III Plans - Construction Documents, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Lakewood Ranch HS Wing Addition Summary Sheet

Lakewood Ranch High School Classroom Addition

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Hepner Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Ajax Building	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	GFA International, Inc.	Currently on the District's continuing contracts list

PROJECT BUDGET:

$	18,833,522.00	Revised Total Project Budget (Budget Workshop 8/12/2022)
$	16,500,000.00	Original Project Budget (05/25/2021)

The student station cost is based on the project construction budget which is $15,204,084.00 / 528 student stations = $28,796.00 per student station. The Florida average cost per student station is $33,280.00.

HISTORY: Lakewood Ranch High School is located at 5500 Lakewood Ranch Boulevard on 105 acres and was originally built in 1998. The student capacity is 1955 and houses grades nine thru twelve. An addition to Building 7 for the wrestling program, renovations to building 6, expansion of the parking lot, band practice field, an outdoor covered eating area, and additional portables have been completed in the past. The Ninth Grade Center was completed for use in August 2004. Complete Exterior repaint of the school was completed in 2021.

SCOPE: The scope of work will consist of a new two-story classroom building consisting of twenty (20) classrooms, and (2) physical science labs, a new cooling tower, chiller, replacement boiler, and all associated pumps. Site work will include relocating the existing retention pond and a courtyard connection to existing Building 5.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Not required

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	
Agreement:	$979,050.00	May 25, 2021	Approved	Architectural/Engineering Services
Phase I Plans	$0.00	January 11, 2022	Approved	Schematic Design
Letter of Commitment	$0.00	January 11, 2022	Approved	AE Letter
Phase II Plans	$0.00	January 11, 2022	Approved	Design Development
Letter of Commitment	$0.00	January 11, 2022	Approved	Third Letter
Phase III Plans	$0.00	August 23, 2022	Pending	Construction Documents
TOTAL	$979,050.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	February 9, 2021	Approved	
Agreement:	$ 46,200.00	May 25, 2021	Approved	Pre-Construction Services
Letter of Commitment	$ -	January 11, 2022	Approved	CM Letter
Amend 1	$ 131,807.00	April 12, 2022	Approved	Partial Guaranteed Maxiumum Price (GMP)
Amend 2	$ 15,026,077.00	August 23, 2022	Pending	Guaranteed Maxiumum Price (GMP)
TOTAL	$ 15,204,084.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	
Agreement:	$88,440.00	October 26, 2021	Approved	Plans Review, Permitting & Inspections
TOTAL	$88,440.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Agreement	$52,972.00	June 14, 2022	Approved	Mechanical-Electrical Commissioning
TOTAL	$52,972.00			

AGENDA ITEM NO. 7.26

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Lakewood Ranch High School - Classroom Addition - Agreement Between Owner and Ajax Building Company, LLC. - Amendment 2 - Guaranteed Maximum Price in the Amount of $15,026,077.00

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Agreement between Owner and Ajax Building Company, LLC., which authorizes the Guaranteed Maximum Price. The scope of work will consist of a new two-story classroom building consisting of twenty (20) classrooms and (2) physical science labs, a new cooling tower, chiller, replacement boiler, and all associated pumps. Site work will include relocating the existing retention pond and a courtyard connection to existing Building 5. The scope of work is in accordance with Ajax Building Company's Guaranteed Maximum Price (GMP) dated July 11, 2022, and the construction contract documents dated February 21, 2022, prepared by Hepner Architects, Inc.

Lakewood Ranch High School - Classroom Addition Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Lakewood Ranch High School - Classroom Addition - Agreement between Owner and Ajax Building Company, LLC. - Amendment 2 - Guaranteed Maximum Price in the amount of $15,026,077.00.

Financial Impact
The amount of Amendment 2 is $15,026,077.00. The Guaranteed Maximum Price, including this Amendment 2, is $15,204,084.00, and is included in the total project budget requirement of $18,833,522.00. **This project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Lakewood Ranch HS Wing Addition Summary Sheet
Lakewood Ranch HS Classroom Addition Amend 2 GMP - Revised August 5, 2022

Lakewood Ranch High School Classroom Addition

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Hepner Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Ajax Building	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	GFA International, Inc.	Currently on the District's continuing contracts list

PROJECT BUDGET:

$	18,833,522.00	Revised Total Project Budget
$	16,500,000.00	Original Project Budget (05/25/2021)

The student station cost is based on the project construction budget which is $15,204,084.00 / 528 student stations = $28,796.00 per student station. The Florida average cost per student station is $33,280.00.

HISTORY: Lakewood Ranch High School is located at 5500 Lakewood Ranch Boulevard on 105 acres and was originally built in 1998. The student capacity is 1955 and houses grades nine thru twelve. An addition to Building 7 for the wrestling program, renovations to building 6, expansion of the parking lot, band practice field, an outdoor covered eating area, and additional portables have been completed in the past. The Ninth Grade Center was completed for use in August 2004. Complete Exterior repaint of the school was completed in 2021.

SCOPE: The scope of work will consist of a new two-story classroom building consisting of twenty (20) classrooms, and (2) physical science labs, a new cooling tower, chiller, replacement boiler, and all associated pumps. Site work will include relocating the existing retention pond and a courtyard connection to existing Building 5.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Not required

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	
Agreement:	$979,050.00	May 25, 2021	Approved	Architectural/Engineering Services
Phase I Plans	$0.00	January 11, 2022	Approved	Schematic Design
Letter of Commitment	$0.00	January 11, 2022	Approved	AE Letter
Phase II Plans	$0.00	January 11, 2022	Approved	Design Development
Letter of Commitment	$0.00	January 11, 2022	Approved	Third Letter
Phase III Plans	$0.00	August 9, 2022	Pending	Construction Documents
TOTAL	$979,050.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	February 9, 2021	Approved	
Agreement:	$ 46,200.00	May 25, 2021	Approved	Pre-Construction Services
Letter of Commitment	$ -	January 11, 2022	Approved	CM Letter
Amend 1	$ 131,807.00	April 12, 2022	Approved	Partial Guaranteed Maxiumum Price (GMP)
Amend 2	$ 15,026,077.00	August 9, 2022	Pending	Guaranteed Maxiumum Price (GMP)
TOTAL	$ 15,204,084.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	
Agreement:	$88,440.00	October 26, 2021	Approved	Plans Review, Permitting & Inspections
TOTAL	$88,440.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Agreement	$52,972.00	June 14, 2022	Approved	Mechanical-Electrical Commissioning
TOTAL	$52,972.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 2 **Amendment Date:** _____

This form is to be used for any revision to the established Guaranteed Maximum Price.

Project Name: Lakewood Ranch High School – Classroom Addition
Construction Manager: Ajax Building Company, LLC.
Construction Manager Address: 109 Commerce Boulevard, Oldsmar, FL 34677

The work is as follows: The scope of work will consist of a new two-story classroom building, consisting of twenty (20) classrooms, and two (2) physical labs, a new cooling tower, chiller, replacement boiler, and all associated pumps. Site work will include relocating the existing retention pond and a courtyard connection to existing Building 5. The scope of work is in accordance with Ajax Building Company's Guaranteed Maximum Price (GMP) dated July 11, 2022, and the construction contract documents dated February 21, 2022, prepared by Hepner Architects, Inc.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: December 2023

Amount of Amendment: $15,026,077.00
Previous Amount of GMP: $ 178,007.00
New Total Amount of GMP: $15,204,084.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: William P. Byrne, President Name/Title: _____

As Witnessed: _____

AJAX BUILDING COMPANY, LLC CORPORATE SEAL 1962 FLORIDA

Ajax Building Company, LLC.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

ORIGINAL DESIGN WITH VE ITEMS - BUDGET SUMMARY

Project: **Lakewood Ranch High School - Classroom Addition** Date 7/11/2022

Contractor: **Ajax Building Company, LLC**

ITEM	COST
Construction Expenses:	
BP 1.01 Site Survey	$22,700
BP 1.02 Material Testing Allowance	$30,000
BP 1.03 Final Cleaning	$12,838
Misc. Demolition Allowance	$15,000
BP 3.01 Concrete & Masonry	$2,064,400
Misc. Concrete Allowance (Existing Sidewalk Replacement)	$18,000
BP 5.01 Structural Steel	$1,474,610
Aluminum Handrails	$232,197
BP7.03 Roofing	$235,390
BP7.05 Waterproofing	$116,059
BP8.01 Doors & Hardware	$245,761
BP8.03 Glass & Glazing	$453,405
BP9.01 Framing/Drywall/Stucco	$618,900
BP9.03 Flooring	$265,952
BP9.04 Acoustical Ceilings	$60,850
BP9.09 Painting	$145,500
Misc. Existing Building Paint Allowance	$12,000
BP10.01 Misc. Specialties	$80,520
Misc. Equipment Allowance	$29,504
BP10.02 Signage - Classroom Building	$13,019
BP10.02 Signage - Monument	$0
BP10.19 Aluminum Canopies	$57,324
BP12.01 Window Treatment	$13,790
BP12.04 Casework/Millwork	$97,498
BP14.01 Elevator	$82,088
BP21.01 Fire Protection	$82,146
BP22.01 Plumbing	$623,251
BP23.01 HVAC	$1,993,000
BP26.01 Electrical	$1,633,000
BDA System Allowance	$51,056
Low Voltage PA System	$127,575
BP31.01 Site Work & Utilities	$731,466
Import Fill Allowance	$40,625
Utility Connection Allowance	$17,500
BP32.03 Fencing	$120,364
BP32.04 Landscaping & Irrigation	$91,645
SOD Replacement Allowance	$50,000
Repair Existing Irrigation System	$12,500
Sub Total	**$11,971,433**

General Conditions:		
Sub Total	**$1,403,385**	
Overhead & Profit (Overall Project)		
Sub Total	**$715,965**	
Unforeseen Conditions 3%:		
Sub Total	**$451,605**	**3%**
Escalation Allowance 1%:		
Sub Total	**$150,729**	**1%**
Bond & Insurance:		
Performance & Payment Bond - 0.66%	$99,481	
General Liability - 1.03%	$155,251	
Builders Risk - 0.48%	$72,350	
Warranty - 0.039%	$5,878	
Sub Total	**$332,960**	
Preconstruction		
Sub Total	**$46,200**	
Amendment #1		
Sub Total	**$131,807**	
GMP TOTAL	**$15,204,084**	

Tampa Office
109 Commerce Boulevard
Oldsmar, Florida 34677
813.792.3900 Phone
813.792.3938 Fax

www.ajaxbuilding.com

FL - CGC 042112
GA - GCCO 006464
GA - GCQA 006462
SC - G122422
AL - 54552
NC - 83194
TN - 74075

July 12, 2022

Mr. John Williams
Project Director
School District of Manatee County
1 Matzke Way
Bradenton, Florida 34208

Re: Employment Eligibility Verification (E-Verify)

Dear John,

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 letter 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.

Company E-Verify Number: #242179
Date Established: 2/22/2010

Sincerely,
Ajax Building Company, LLC

Michael Grill

Michael Grill
Operations Manager

AGENDA ITEM NO. 7.27

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval to Purchase Mental Health Services through Centerstone, SDMC No. 23-0067-BS, Continued Procurement for Services, Estimated in the Amount of $797,920.00 - *Item moved August 8, 2022*

Executive Summary
Centerstone Behavioral Health Center will provide one clinical supervisor and ten (10) therapists to provide mental health services to the students of the School District Manatee County in accordance with "The Marjorie Stoneman Douglas High School Safety Act" and House Bill 7026. Centerstone will provide assessment, diagnosis and treatment of students with mental health disorders. Centerstone will also report the number of students who were referred for services or assistance and the number of students who received services or assistance as the School District of Manatee County is required to provide this information to the Department of Education.

Historical expenditures for 2019-2020 was $985,706.00, 2020-2021 was $1,100,000.00 and 2021-2022 is $1,100,000.00.

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 July 1, 2022 through June 30, 2023.

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.”

The supplier is Centerstone of Florida, Bradenton, FL, Florida Document No. 704638.

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

Curriculum & Instruction | Goal 2
Review and revise the current MTSS Behavioral and Academic Document to create a Framework that encompasses academics, behavior, social emotional learning and mental health by June 2021.

Recommendation

The Superintendent recommends approval to purchase mental health services through Centerstone, SDMC No. 23-0067-BS, continued procurement for services, estimated in the amount of $797,920.00.

Financial Impact
The funding source for this expenditure is the General Fund which includes the categorical Mental Health Allocation.and is included in the Exceptional Student Education (ESE) Department proposed budget for 2022-2023 school year.

Contact

Submitting Departments: Curriculum and Purchasing
Initiated By: Robin Thompson and Ruth Gruett

Attachments:
23-0067-BS Centerstone Agreement for Services

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Budgeted FUNDS	Curriculum/ESE Dept	PO# 23-0067-BS
Budgeted, Federal, Grant, Internal ( ) $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT	Name of School/Department ( ) $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT	(X) $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 25 day of July , 2022, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Centerstone of Florida. (Vendor).

VENDOR:

Business Name: Centerstone of Florida Vendor No. 0000000330
Representative: Melissa Larkin-Skinner Position: Regional Chief Executive Officer, FL
Address: 379 6th Avenue West
City: Bradenton State: FL Zip: 34205
Phone: 941-782-4638 Email: Melissa.Larkin-Skinner@centerstone.org
SDMC Employee: Yes: (____) No: (X) Former: (_____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is /are { *if attached indicate name of attachment*}

Provide mental health services for the school year of 2022-2023 per scope of work attached.

And shall be performed at the following location(s): Various District Sites
Date(s) of Service(s): 08/9/2022 to 6/30/2023 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $ 23-0067-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $797,920.00 per unit where the unit of measure is Month.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line: General

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:

_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

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

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

Scope of Services

Centerstone Behavioral Health

Centerstone Behavioral Health will provide one clinical supervisor and **ten** therapists to provide a full range of mental health services to students in the school district. Services may include assessment, diagnosis and treatment of students with mental disorders. Centerstone will work with the District ESE Director to document the outcomes of the endeavor by providing the number of students who were referred for services to assistance and the number of students who received services and assistance. Services will be provided to students on an as needed basis as determined by the therapist and/or school staff.

Additionally, should a critical incident occur in any School District of Manatee County school, the therapists covered under this contract will be available at the Reunification Site to assist with parents, students and/or staff that may be in need of mental health counseling.

All parties that administer or participate in the program to follow all School District of Manatee County's COVID-19 protocols.

Centerstone will bill the School District at the end of each month for services rendered at the rate of $79,792.00 for a total of no more than $797,920.00 over the year. The contract period is August 10, 2022-June 30, 2023.

AGENDA ITEM NO. 10.1

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Marjorie G. Kinnan Elementary School - Interlocal Agreement for Joint Use of Facilities, No Financial Impact - *Item moved August 5, 2022*

Executive Summary
Manatee County intends to construct a passive park on the property adjacent to Marjorie G. Kinnan Elementary School. Manatee County has requested to use the school drive for overflow parking after school hours and on weekends. The drive was originally owned by Manatee County but deeded to the School Board of Manatee County in 2014. An interlocal agreement is proposed to allow Manatee County to use the school drive.

The proposed interlocal agreement specifies that the northern drive lane can be used for parking, the county shall install signage informing of limiting parking to non-school hours and that towing will be enforced, terms of indemnification and terms of termination.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Marjorie G. Kinnan Elementary School - Interlocal Agreement for Joint Use of Facilities, no financial impact.

Financial Impact
There is no financial impact to adopt the Interlocal Agreement.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Interlocal Agreement Kinnan ES Parking
Proposed Park Design

INTERLOCAL AGREEMENT FOR
JOINT USE OF 34th COURT EAST DRIVE LANES AT KINNAN ELEMENTARY SCHOOL SITE

This Interlocal Agreement is made and entered into as of the ____ day of _____, 2022, pursuant to § 163.01, Florida Statutes (2021), by and between The School Board of Manatee County, a public body corporate created and existing under the laws of the State of Florida, whose address is 215 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter "School Board") and Manatee County, a political subdivision of the State of Florida, whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter "County").

RECITALS:

WHEREAS, the Florida Interlocal Cooperation Act, § 163.01, Florida Statutes, authorizes local government units to cooperate in order to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the School Board owns certain property located at 3415 Tallevast Road, Sarasota, Florida 34243, PID NUMBERS 1972900109 and 1972900359, as depicted on Exhibit "A" attached hereto, in southwest Manatee County, hereinafter referred to as "Kinnan Elementary School," which is a public school; and

WHEREAS, the School Board offered the County limited use of those portions of the Kinnan Elementary School property depicted on Exhibit "B" attached hereto, hereinafter referred to as the "Shared Drive Lane and Parking Area", for ingress and parking purposes; and

WHEREAS, the County is interested in using the Shared Drive Lane and Parking Area for limited use parking purposes as part of its parks and recreation program; and

WHEREAS, the Amended and Restated Interlocal Agreement for Public School Facility Planning of July 15, 2010, Section 9.4 requires the County and School Board to look for opportunities to co-locate and share use of facilities; and

WHEREAS, the School Board and the County agree to cooperate in using the Shared Drive Lane and Parking Area, under the terms and conditions set forth in this Agreement.

PROVISIONS:

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

Section 1. Recitals. The foregoing recitals clauses are true and accurate and are hereby incorporated herein.

Section 2. Agreed Terms.

A. The School Board agrees to allow the County to use the Shared Drive Lane and Parking Area for non-fee-based parking use by the public and for associated parking purposes, as set forth in this agreement. Said parking is limited to the northern drive lane, as depicted in Exhibit "B."

B. The County shall install parking signs at the Shared Drive Lane and Parking Area to serve the public with content acceptable by School Board. Signs shall limit the parking to the northern drive lane and shall prohibit use by the public during times as provided herein. Additional signage indicating that vehicles will be towed if parked during prohibited days and times shall be installed. Once completed, the County may use the Shared Drive Lane and Parking Area, subject to the conditions set forth herein. The County shall pay for all costs related to the installation and maintenance of the signs described in this paragraph.

C. The County agrees that it shall not object to future School Board modifications to the Shared Drive Lane and Parking Area to meet current or future needs of the School Board, subject to all applicable permitting requirements.

D. The Shared Drive Lane and Parking Area shall be reserved for exclusive use by Kinnan Elementary School from one hour before school hours to one hour after school hours. The County may utilize the Shared Drive Lane and Parking Area at all times other than the hours described in this paragraph on the days when Kinnan Elementary School is in session, or when there are no other scheduled school-related activities.

E. The School Board shall be responsible for maintaining the Shared Drive Lane and Parking Area, except that the County at County's sole expense, shall be responsible for repairing and correcting any damage due to vandalism or abuse to the Shared Drive Lane and Parking Area that occurs during the County's use. Any such vandalism related repair which is the responsibility of the County shall be corrected within 30 calendar days after notice from the School Board. For such acts of vandalism that demand a more urgent corrective timeframe due to the dangerous character or detriment to the educational program, the School Board may notice the County and immediately make the repair on the County's behalf and invoice the County for actual costs. School Board shall have no duty or responsibility to monitor or manage the County and/or public's use of the Shared Drive Lane and Parking Area.

Section 3. Notice. Notices required by this Agreement shall be in writing and hand-delivered or sent by certified United States mail, return receipt requested, addressed to the persons and places specified for giving notice below, or to such other person or place specified for giving notice as designated by written notice in the manner provided in this paragraph.

FOR MANATEE COUNTY:	County Administrator 1112 Manatee Avenue West Post Office Box 1000 Bradenton, Florida 34206
With copies to:	Manatee County Attorney 1112 Manatee Avenue West Post Office Box 1000 Bradenton, Florida 34206
FOR SCHOOL BOARD:	Superintendent School Board of Manatee County 215 Manatee Avenue West Bradenton, Florida 34205
With copies to:	Stephen R. Dye, School Board Attorney Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC. 1206 Manatee Avenue West Bradenton, FL 34205

Section. 4. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior understandings or correspondence, if any, related to the joint use of the Shared Drive Lane and Parking Area described herein. Any subsequent conditions, representations, warranties or agreements, shall not be valid and binding upon the parties unless they are in writing and signed by both parties. There are no oral or other written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party relating to this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 5. Parties Drafted Equally. The County and School Board agree that both parties provided an equal and reciprocal part in drafting this Agreement. Therefore, no provisions of this Agreement shall be construed by any court or other authority against any party hereto because such party is deemed to have drafted or structured such provisions.

Section 6. Execution of Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart shall be deemed an original instrument, and all counterparts collectively shall be a single agreement.

Section 7. Severability. In the event any term or provision of the Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereto shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

Section 8. Applicable Laws and Venue. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida. This Agreement shall be filed with the Manatee County Clerk of the Circuit Court as required by§ 163.01(11), Florida Statutes.

Section 9. No Third-Party Beneficiary; No Joint Venture. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof. This Agreement and all of its provisions are intended to be for the sole and exclusive benefit of the parties hereto. In addition, nothing contained herein shall be construed to create any partnership, joint venture or other relationship between the parties with respect to the Shared Drive Lane and Parking Area or to authorize any party to bid for or undertake or offer any contracts for any other party or act as agent for the other party except as and to the extent expressly permitted herein.

Section 10. Indemnity. Each party, as a political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions related to the use or maintenance of the Shared Drive Lane and Parking Area, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

Section 11. 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 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.

Section 12. 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.

Section 13. Termination. This Agreement shall remain in full force and effect until 90 days after such time as either party delivers a written notice to terminate or upon mutual agreement of the parties. Such notice to terminate shall be delivered to the appropriate party specified in Section 3 herein.

Section 14. Effective Date. This Agreement shall become effective once it has been filed with the Manatee County Clerk of Court as required by§ 163.01(11), Florida Statutes.

WHEREFORE, the County and School have executed this Agreement as of the date and year first above written and do hereby confirm that the governing or managing body of each party has approved the content, form, and manner of execution of this Agreement.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
Chairman of the Board of County Commissioners

ATTEST:

Clerk of the Circuit Court

By: _____
Deputy Clerk

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

_____

Print Name:_____

By:_____

Name: James T. Golden, Chairman

_____

Print Name:_____

ATTEST:

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

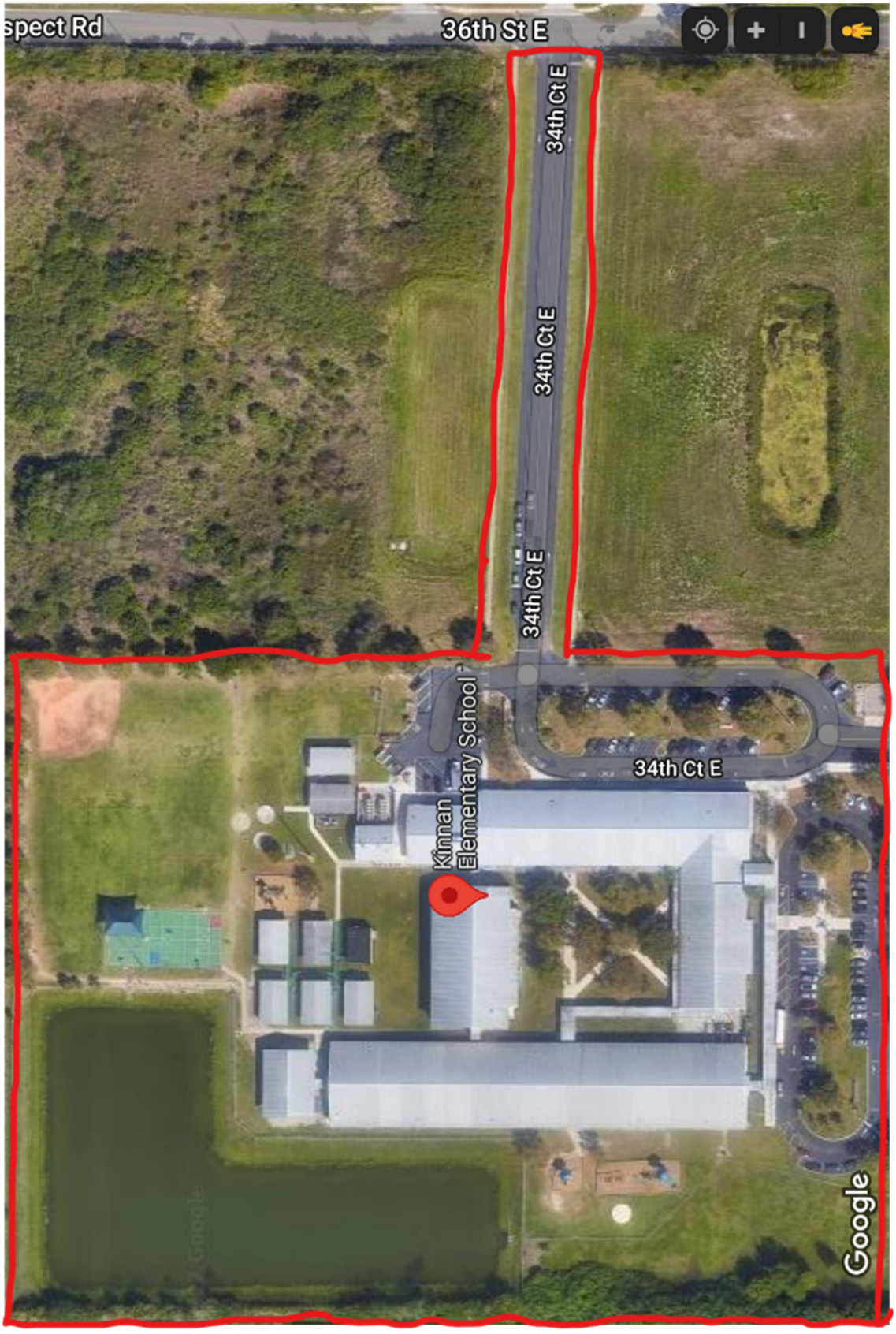
_____

Cynthia Saunders, Superintendent

_____

Stephen R. Dye, Esq.
School Board Attorney

EXHIBIT "A"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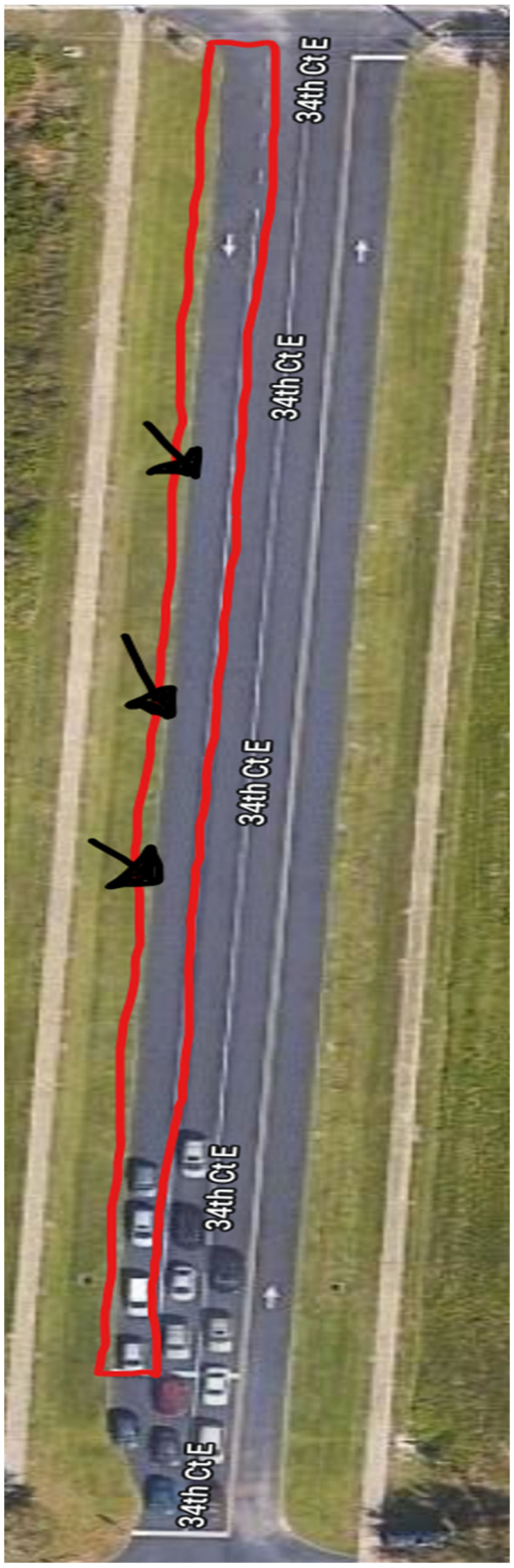
36th St E
34th Ct E
34th Ct E
34th Ct E
34th Ct E
Kinnan Elementary School
Google

EXHIBIT "B"




PROPOSED PARK DESIGN
FOR INFORMATIONAL PURPOSES ONLY
Kinnan Elementary School

AGENDA ITEM NO. 10.2

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Educational Plant Supplemental Survey 6.2, Disposal of 202 13th Avenue East, Bradenton, No Financial Impact - *Item added August 5, 2022*

Executive Summary
A formal educational plant survey is required every five years pursuant to Section 1013.31, Florida Statutes and Section 3.1 of the State Requirements for Educational Facilities. The School Board approved the five-year Survey 6.1 on June 28, 2022. Amendments to the survey may be conducted in the interim, as it is sometimes necessary to make changes to the approved survey recommendations.

The School Board owns approximately 35.3 +/- acres at 202 13th Avenue East, Bradenton. This property is currently utilized by Team Success A School of Excellence and the Police Athletic League of Manatee County. The School District does not project the need for another traditional K-12 public school at this location.

Approval of Educational Plant Supplemental Survey 6.2 will permit the School District to dispose of the land in the manner they deem most appropriate.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Educational Plant Supplemental Survey 6.2, Disposal of 202 13th Avenue East, Bradenton, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
08.09.22 Ed Plant Supp Survey 6.2 PAL Property

EDIT SURVEY

ORGANIZATION: MANATEE COUNTY SCHOOL DISTRICT | SURVEY NUMBER: 6 | VERSION: 2 | SPOT SURVEY | VERSIONS

SURVEY DETAILS | RECOMMENDATIONS | RECOMMENDATION DETAILS

STUDENT MEMBERSHIP | LONG RANGE PLANNING | CHECK SURVEY

Facility

SCHOOL SUPPORT CENTER

ADD NEW FACILITY

Address

215 MANATEE AVENUE W

City

BRADENTON

Projected Student Membership

PK-3

0

4-8

0

9-12

0

Recommendation Classifications

Capital Outlay

6-ANCILLARY RECOMMENDED FOR COI

Facility Use

19-MULTIPLE USE SUPPORT

Low Grade

DS-DISTRICT SERVICES

High Grade

DS-DISTRICT SERVICES

District Comment

Spot 6.2 Surplus for disposal PAL Parcel 88 located at 13th Avenue East, Bradenton

Survey Comment

Site development. Reconfigure west side of School Support Canter parking and landscape for better functionality. Spot 6.2 Surplus for disposal PAL Parcel 88 site located at 202 13th

Site Improvements

Improvement	Amount	Description
Covered Walkways	0	Cost for additional covered walkways.
Parking	0	Cost to add additional parking spaces.
Student Loading Zone	0	Cost to expand student loading zone.
Site Expansion	0	Cost to expand school site.
Site Development	125,000	Cost to develop site for use.
Correct Drainage	0	Cost to correct drainage problems.
Other	0	All other expenditures not defined by an above category.
New Sites	0	The cost to purchase the land for a new site.

SAVE DETAILS

RESET DETAILS

Create User: Michael Pendley
Create Time: 07/07/2022 9: 12AM
Update User: Michael Pendley
Update Time: 07/07/2022 9: 34AM

AGENDA ITEM NO. 10.3

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Resolution 2022-03 for 202 13th Avenue East, Bradenton - Surplus and Disposal of Real Property, No Financial Impact - *Item added August 5, 2022*

Executive Summary
The School Board has recently taken possession of approximately 35.3 +/- acres of real property located at 202 13th Avenue East, Bradenton, Florida. The property is improved and currently utilized by Team Success A School of Excellence and the Police Athletic League of Manatee County. The School District does not project the need for another traditional K-12 public school at this location.

This request is for approval of a resolution that will allow the School Board to surplus and dispose of this real property in the amount of 35.3 +/- acres.

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

Financial Transparency & Capital Planning | Goal 2
Build and maintain district facilities to provide the best quality education and services to our students, staff and community.

Recommendation
The Superintendent recommends approval of Resolution 2022-03 for 202 13th Avenue East, Bradenton - Surplus and Disposal of Real Property, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
RES 2022-03 PAL Property

School Board of Manatee County

RESOLUTION 2022-03

WHEREAS, the School Board of Manatee County ("School Board") owns the real property described in Exhibit "A" attached to this resolution and commonly known as 202 13th Avenue East, Bradenton, Florida (the "Real Property"); and

WHEREAS, the Real Property consists of approximately 35.3 +/- acres with improvements that are currently utilized by Team Success A School of Excellence, Inc., and the Police Athletic League of Manatee County, Inc.; and

WHEREAS, the Real Property is at a location and of such size that it serves no purpose for the School Board; and

WHEREAS, the Real Property is recommended for disposal in an Educational Plant Survey; and

WHEREAS, the School Board has determined that the Real Property is unnecessary for educational purposes; and

WHEREAS, the School Board has determined it is in the best interest of the School Board to surplus and dispose of this Real Property.

NOW THEREFORE, BE IT RESOLVED by the School Board of Manatee County as follows:

1. the Real Property located at 202 13th Avenue East, Bradenton, Florida is determined not to be beneficial to the School Board and is deemed to be surplus property; and

2. the Real Property shall be disposed of pursuant to law.

Adopted at a regular meeting of the School Board of Manatee County, Florida on this ____ day of _____, 2022.

_____
Reverend James T. Golden
Board Chairman

_____
Cynthia Saunders
Superintendent of Schools

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____
Stephen R. Dye, Esq.
School Board Attorney

I, Amanda Means as Agency Administrative Associate for the School Board of Manatee County, Florida, hereby certify that this Resolution was passed by the School Board by majority vote on _____, 2022.

_____

Amanda Means

EXHIBIT "A"
Legal Description

A PORTION OF LOTS 2, 3, 4, 6, 7, 8, 9 AND 10 OF THE PLAT OF PROPERTY OF A P AND J P CURRY SUBD AS REC IN DEED BOOK F PAGE 405 PRMCF BEING MORE PARTICULARLY DESC AS FOLLOWS: BEG AT THE INT OF THE NELY R/W/L OF THE CSX RAILROAD AND THE E R/W OF US 301/US 41 (SECTION 13120-2506); TH ALG SD E R/W THE FOLLOWING TWO COURSES: N 00 DEG 35 MIN 12 SEC W A DIST OF 544.84 FT AND N 44 DEG 59 MIN 22 SEC E A DIST OF 13.97 FT TO THE S MAINTAINED R/W/L OF 13TH ST E; TH ALG SD S MAINTAINED R/W S 89 DEG 26 MIN 04 SEC E A DIST OF 1407.87 FT TO A POINT ON THE E LN OF THAT PARCEL OF LAND DESC IN O.R. 1331 PG. 2031 AS REC IN PRMCF; TH ALG SD E LN AND THE SLY EXT THEREOF S 00 DEG 14 MIN 09 SEC W A DIST OF 445.13 FT; TH S 89 DEG 26 MIN 04 SEC E A DIST OF 146.54 FT; TH S 11 DEG 42 MIN 36 SEC W A DIST OF 1112.45 FT TO THE INT WITH SD NELY R/W/L OF THE CSX RAILRAOD; TH ALG SD NELY R/W/L THE FOLLOWING SIX COURSES: (1) THE N 53 DEG 13 MIN 22 SEC W A DIST OF 186.61 FT; (2) TH S 89 DEG 03 MIN 22 SEC E A DIST OF 21.81 FT; (3) THE N 00 DEG 33 MIN 56 SEC E A DIST OF 33.49 FT; (4)TH N 53 DEG 13 MIN 22 SEC W A DIST OF 397.99 FT; (5)TH S 00 DEG 24 MIN 47 SEC W A DIST OF 49.23 FT; (6) TH N 53 DEG 13 MIN 22 SEC W A DIST OF 1104.35 FT TO THE POB. (1552/5908) PI#46332.0000/3

PARCEL ID # 4633200003

AGENDA ITEM NO. 10.4

School Board of Manatee County
August 9, 2022 - Regular Board Meeting

Title
Board Consideration to Review and Consider Approval of the Proposals from Charter School Holdings, LLC, and/or the Police Athletic League of Manatee - *Item added August 5, 2022*

Executive Summary
The Board will review and consider an approval of the proposals from Charter School Holdings LLC, and/or the Police Athletic League of Manatee, for the disposition of the real property reverted by Manatee County to the School Board, that was once occupied by Bradenton Middle School and located at 202 13th Avenue East, Bradenton.

Contact
Submitting Department: Legal
Initiated By: Mitchell Teitelbaum

Attachments:
Charter School Holding Proposed Purchase Agreement
PAL Proposal Aug 5 2022

DocuSign Envelope ID: F8582402-6331-4B23-B51E-0BAB3F05FD97

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "**Agreement**"), entered into as of the ____ day of June, 2022 (the "**Effective Date**") by and among **SCHOOL BOARD OF MANATEE COUNTY,** a public body corporate of the State of Florida (the "**Seller**"), and **CHARTER SCHOOL HOLDINGS, LLC,** a Florida limited liability company (the "**Purchaser**").

W I T N E S S E T H:

In consideration of Ten and No/100 ($10.00) Dollars in hand paid by Purchaser to Seller, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Purchaser and Seller, intending to be legally bound, do hereby covenant and agree as follows:

1. Agreement to Sell and to Purchase. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, upon the terms and conditions hereinafter set forth, all that certain tract or parcel of land located at 202 13th Ave E, Bradenton, Manatee County, Florida, having Parcel ID: 4633200003 and being depicted on Exhibit "A", attached hereto and incorporated herein by reference (the "**Property**").

2. Purchase Price. The "**Purchase Price**" for the Property is FOURTEEN MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($14,100,000.00) as adjusted by the closing prorations described in Section 8 hereof and as reduced by the Deposit. The Purchase Price shall be paid by Purchaser at Closing by wire transfer.

3. Earnest Money Deposit.

(a) Deposit. Within five (5) days following the Effective Date, Purchaser shall deposit earnest money in the amount of One Hundred Forty-One Thousand and 00/100 Dollars ($141,000.00) (the "**Deposit**") with **ICARD, MERRILL, CULLIS, TIMM, FUREN & GINSBURG, PA** (the "**Escrow Agent**"). The Escrow Agent shall deposit the Deposit in an escrow account at a financial institution chosen by the Escrow Agent whose deposits are insured by the F.D.I.C.

(b) Application. Except as otherwise provided herein, at Closing, Escrow Agent shall pay the Deposit to Seller, and the Deposit shall be applied to and credited in reduction of the Purchase Price. If Purchaser shall exercise any right or option under this Agreement to rescind, cancel or terminate this Agreement, then Escrow Agent, after the passage of any required notice periods, shall immediately refund the Deposit to Purchaser, less the sum of One Hundred and No/100ths Dollars ($100.00), which shall be paid to Seller in consideration for this Agreement, whereupon this Agreement shall terminate, the Purchaser shall return to the Seller all Documents physically provided by the Seller (rather than provided electronically) pursuant to Section 5 below along with (if Purchaser's termination did not arise from a Seller default) true and correct copies of any reports, studies or tests obtained by Purchaser relative to the Property without warranty as to the contents of the documents provided, and at no cost, and the parties to this Agreement shall have no further rights, duties or obligations under this Agreement, except as otherwise specifically

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provided in this Agreement.

4. Closing. The conveyance of the Property contemplated hereby to Purchaser and the concurrent delivery of the Purchase Price to Seller (the "**Closing**") shall be conducted through the office of Escrow Agent on or before the date that is forty-five (45) days following the expiration of the Inspection Period (the "**Closing Date**"). The Closing shall be conducted via an "escrow style" closing so that neither party has to attend Closing in person.

5. Documents to be delivered to Purchaser. On or before two (2) business days following the Effective Date, Seller shall furnish Purchaser with an electronic link to copies of its reports, studies, surveys, and other investigative reports related to the Property, to the extent such items are in Seller's possession and control (the "Due Diligence Materials"). The Due Diligence Materials shall be provided by Seller without representation or warranty of any kind. Seller has a continuing good faith obligation to respond and/or deliver additional Due Diligence Materials within 72 hours to Purchaser during the term of this Agreement as same become known.

6. Inspections.

(a) Commencing upon the Effective Date and continuing until the date that is sixty (60) days following the later of the Effective Date (the "**Inspection Period**"), Purchaser, its agents, consultants and contractors, at their sole risk and expense, shall have access to the Property to inspect, conduct non-invasive test or survey the Property, and make other non-invasive investigations of the Property as is deemed necessary or appropriate by Purchaser, including without limitation the right, at Purchaser's sole discretion, to access and make reasonable examinations and inspections relating to the environmental and physical condition of the Property, including, conducting a Phase I environmental assessment report, at Purchaser's sole cost and expense. Purchaser may not make any Phase II environmental test without Seller's prior written consent, which may be withheld in Seller's sole discretion. Purchaser agrees to promptly and repair at Purchaser's expense any damage caused by Purchaser to the Property. If Purchaser determines during the Inspection Period in its sole and absolute discretion that the condition of the Property is unsatisfactory to Purchaser, then Purchaser shall have the option to terminate this Agreement by serving written notice of termination on Seller at any time prior to the expiration of the Inspection Period, in which event the Deposit shall be immediately refunded to the Purchaser and this Agreement and the rights, duties and obligations of the parties hereunder shall terminate and be of no further force or effect except as otherwise specifically provided in this Agreement. In the event Purchaser fails to terminate this Agreement prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable to Purchaser for any reason except for a breach by Seller of its covenants or obligations under this Agreement. Purchaser agrees to indemnify and hold Seller, and its members, managers, agents and tenants, harmless of, from and against any and all claims and losses whatsoever, specifically including but not limited to bodily injury or property damage, arising out of or relating to the exercise by Purchaser of the inspection rights provided in this Section 6, including such claims and losses as arise from or relate to the exercise of such rights by or through agents and/or contractors retained by Purchaser; provided, however, that Purchaser shall not be liable for any loss, injury, damage, claim, lien, cost or expense (including attorneys' fees) arising as a result of (i) the gross negligence or willful misconduct of Seller or any of Seller's employees, agents, contractors or tenants, (ii) Purchaser's mere discovery, without exacerbation, of any pre-existing condition on the Property (in which event, Purchaser's liability shall be limited to

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the extent of such exacerbation, if any), or (iii) Seller's breach of this Agreement. The restoration, indemnity and hold harmless agreements provided in this Section 6 shall survive the termination, lapse, breach or closing of this Agreement.

(b) Except as otherwise expressly provided herein, Purchaser agrees to accept the transfer and conveyance of the Property by Seller without any warranty or representation concerning the quantity, quality, or condition or the Property or Seller's interest therein, the availability of water, water pressure, sewer, sewer capacity, rock, poor soils, endangered species, specimen trees, utilities or necessary governmental authorizations, or any other matter not expressed in this contract for sale. Except as otherwise expressly provided herein, Purchaser is accepting the Property "AS IS" with all faults. Seller will not make any investigation of the condition of the Property.

7. Title and Survey.

(a) Conveyance of Title at Closing. At Closing, Seller shall convey, transfer, grant and set over to Purchaser good, insurable and marketable fee simple title to the Property, free and clear of all monetary liens caused by Seller (with any existing mortgage to be satisfied at Closing) except: (i) the lien for the ad valorem taxes for the year during which Closing occurs which are not yet due and payable; (ii) liens caused by Purchaser; (iv) matters that would be revealed by a survey of the Property, (v) permitted tenants in possession, and (vi) those easements, encumbrances and exceptions approved by Purchaser in writing (or deemed approved by Purchaser) during the Inspection Period (collectively, the "**Permitted Title Exceptions**").

(b) Commitment for Title Insurance; Survey. No later than five (5) business days following the Effective Date, Purchaser, at its sole cost and expense, shall order a title commitment for the issuance of a title insurance policy for the Property (the "**Title Commitment**") from a national title insurance company selected by Purchaser (the "**Title Company**"). Purchaser shall obtain a survey of the Property by a registered land surveyor (the "**Survey**") within sixty (60) days following Effective Date and provide a copy of same to Seller. Purchaser shall have until sixty (60) days from the Effective Date in which to examine title to the Property and in which to furnish Seller with a written statement of any title objections based on the Title Commitment and Survey (the "**Title Objection Notice**"). If Purchaser fails to timely furnish the Title Objection Notice, then Purchaser shall be deemed to have approved the condition of title. Seller shall give Purchaser notice of Seller's intent to cure or not cure Purchaser's title objections (the "**Title Response**") no later than fifteen (15) days after Seller's receipt of the Title Objection Notice (the "**Title Response Deadline**"), but if Seller fails to send the Title Response on or before the Title Response Deadline, then Seller shall be deemed to elect not to cure such title objections. If Seller is unable or unwilling to cure such title objections, or if Seller fails to provide the Title Response on or before the Title Response Deadline, then Purchaser may either: (i) elect to terminate this Agreement by providing written notice thereof to Purchaser no later than the expiration of the Inspection Period, in which event the Deposit shall be returned to Purchaser, and the parties shall have no further rights, duties or obligations under this Agreement, except as otherwise specifically provided in this Agreement; or (ii) waive such objections and proceed to Closing; provided that Purchaser's failure to terminate this Agreement pursuant to the terms contained in the foregoing subsection (i) shall be deemed an election by Purchaser to waive such objections which shall be deemed to be approved and proceed to Closing under the foregoing subsection (ii).

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Notwithstanding anything in this Agreement to the contrary, Seller, at its sole cost, shall be obligated to cure or remove no later than Closing any monetary liens or mortgages caused or created by Seller.

(c) Title Update. At any time prior to Closing, Purchaser shall also have the right to object to any title exceptions revealed by any update of the Title Commitment which first arise following the effective date of the Title Commitment ("**New Title Defects**"). At or prior to Closing, Seller shall cure such New Title Defects that are caused or created by Seller.

8. Closing Pro-rations and Adjustments.

(a) Closing Pro-rations. The following amounts or items shall be prorated, credited or added to the Purchase Price at Closing. All pro-rations shall be made as of midnight of the day prior to Closing.

(i) Taxes. At Closing, Purchaser shall take title subject to all state, county and municipal ad valorem taxes, assessments and similar charges, if any, with respect to the Property.

(ii) Assessments. If, as of the Closing Date, the Property or any part thereof shall be or shall have been affected by any assessment, such assessments shall be paid by Purchaser.

9. Closing Deliverables.

(a) At Closing or as provided below, Seller shall execute and deliver to Purchaser the following items:

(i) A closing statement evidencing the transaction contemplated by this Agreement (the "**Closing Statement**").

(ii) A Fee Simple Deed, together with any state transfer form required for recordation of the deed, subject to the Permitted Title Exceptions.

(iii) A customary title affidavit as required by the Title Company;

(iv) A Certification of Non-foreign Status complying with requirements of Sections 1445 and 7701 of the Internal Revenue Code of 1986, as amended;

(v) All other documents reasonably necessary or to complete the transaction contemplated by this Agreement, including but not limited to any and all corporate documents and resolutions necessary to establish Seller's authority to enter into and consummate the transactions described herein.

(b) At Closing or as provided below, Purchaser shall execute and deliver to Seller the following items:

(i) the Closing Statement;

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(ii) All other documents reasonably necessary or to complete the transaction contemplated by this Agreement, including but not limited to any and all corporate documents and resolutions necessary to establish Purchaser's authority to enter into and consummate the transactions described herein.

(c) At Closing, Purchaser shall pay to Seller the Purchase Price by wire transfer.

10. Costs. Purchaser shall pay the documentary stamps associated with the conveyance of the Property, recording cost for the Fee Simple Deed, and cost of recording any documents necessary to satisfy any obligations of Seller with respect to any matters objected to in Purchaser's title objection notice which Seller has agreed to cure, the title examination fee, and the cost of the basic premium of the owner's title insurance policy based upon the Purchase Price. Purchaser shall pay all costs associated with Purchaser's due diligence and inspections, fees for any extended title policy, loan title policy, and title endorsements, and of Escrow Agent's fee. Each party shall bear its own attorneys' fees. Any costs or expenses which have not been addressed herein shall be borne by such party who customarily bears such expense in area where the Property is located.

11. Damage or Condemnation. Risk of loss resulting from any condemnation, eminent domain or expropriation proceeding which is commenced prior to Closing, and risk of loss to the Property due to any other cause, remains with Seller until Closing. If, prior to the Closing, all or part of the Property shall be destroyed, damaged or subjected to a bona fide threat of condemnation, expropriation or other proceeding, Seller shall promptly so notify Purchaser, and Purchaser either may elect to (i) cancel this Agreement, in which event the Deposit shall be refunded to Purchaser and all parties shall be relieved and released of and from any further duties, obligations, rights or liabilities hereunder, except as otherwise specifically provided in this Agreement, or (ii) Purchaser may declare this Agreement to remain in full force and effect and the purchase contemplated herein, subject to such damage or less any interest taken by eminent domain, expropriation or condemnation, shall be effected, and at Closing, Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards.

12. Representations and Warranties.

(a) Representations and Warranties By Seller. Purchaser acknowledges that Seller has not held title nor possession of the Property since 1996. As a material inducement to Purchaser entering into this Agreement, Seller hereby represents, warrants, and covenants that the following matters are true and correct as of the Effective Date and will be true and correct as of the Closing Date:

(i) The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated in this Agreement are within Seller's capacity, and all requisite action has been taken to make this Agreement valid and binding on Seller in accordance with its terms. The execution of this Agreement and performance of the obligations set forth herein (including consummation of the Closing) shall not conflict with any agreement to which Seller is a party. Seller is validly existing and in good standing in the State in which the Property is located;

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(ii) To the best of Seller's knowledge there are no disputes concerning the boundaries of the Land or concerning the location of such property lines and corners;

(iii) To the best of Seller's knowledge, neither the whole nor any portion of the Property is subject to temporary requisition of use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is Seller aware of any pending or threatened condemnation, expropriation, requisition or similar proceeding against the Property or any portion thereof except as described herein. Seller has received no notice nor has any knowledge that any such proceeding is contemplated;

(iv) There is no current, pending, or to Seller's knowledge, threatened litigation with respect to Seller or the Property.

(b) Representations and Warranties by Purchaser. As a material inducement to Seller entering into this Agreement, Purchaser hereby represents, warrants, and covenants that the following matters are true and correct as of the Effective Date and will be true and correct as of the Closing Date:

(i) The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transaction contemplated in this Agreement are within Purchaser's capacity, and all requisite action has been taken to make this Agreement valid and binding on Purchaser in accordance with its terms. The execution of this Agreement and performance of the obligations set forth herein (including consummation of the Closing) shall not conflict with any agreement to which Purchaser is a party. Purchaser is validly existing and in good standing in the State of its formation and is qualified to do business in the State in which the Property is located. Purchaser has available and liquid funds and/or a financing commitment to close this transaction per the terms contemplated herein.

(ii) The consummation of the transactions contemplated hereby will not render Purchaser insolvent. Purchaser has not made any general assignment for the benefit of Purchaser's creditors. No proceeding seeking (a) relief for Purchaser under any bankruptcy or insolvency law, (b) the rearrangement or readjustment of Purchaser's debt, (c) the appointment of a receiver, custodian, liquidator or trustee to take possession of substantially all of the assets of Purchaser, or (d) the liquidation or substantive consolidation of Purchaser, has been commenced or is planned or has been threatened by any other third party.

(iii) Purchaser will not take or cause to be taken any action, or fail to perform any obligation, which would cause any of the foregoing representations or warranties to be untrue as of the Closing. Purchaser shall immediately notify the Seller, in writing, of any event or condition known to Purchaser which occurs prior to Closing hereunder, which causes a change in the facts relating to, or the truth of, any of the above representations or warranties.

OTHER THAN AS EXPRESSLY STATED TO THE CONTRARY IN THIS AGREEMENT, IT IS UNDERSTOOD, ACKNOWLEDGED, AND AGREED THAT SELLER HAS NOT HELD TITLE OR POSSESSION OF THE PROPERTY SINCE CONVEYANCE TO MANATEE COUNTY IN 1996 AND SELLER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT

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NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER AGREES THAT EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, WITH RESPECT TO THE PROPERTY, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR OF SELLER'S BROKERS, AGENTS OR EMPLOYEES. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE AND THAT IT EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS, AND THAT PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT WITH RESPECT TO SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS", WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CLOSING AND DELIVERY OF THE DEED INDEFINITELY.

13. Default.

(a) Purchaser's Default. In the event Purchaser breaches any of its representations or covenants under this Agreement, and such breach is not cured within ten (10) days following written notice thereof from Seller to Purchaser and Seller has not defaulted under this Agreement, then, upon written notice of default to Purchaser, as Seller's sole and exclusive remedy for such default, Seller shall retain the Deposit. Purchaser and Seller acknowledge that it is impossible to estimate precisely the damages which might be suffered by Seller upon Purchaser's default and that the Deposit represents a reasonable estimation of such damages. Seller's retention of the Deposit is intended not as a penalty, but as full liquidated damages as provided under state law. The right to receive and retain the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser. The Deposit shall constitute the stipulated damages of Seller, and Purchaser shall thereupon be relieved of all further obligations and liabilities arising out of this Agreement, except for the indemnities contained herein (which shall not be limited by the foregoing liquidated damages),

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it being agreed that the actual damages of Seller are impossible to ascertain and said amount represents the reasonable damages of Seller.

(b) Seller's Default. In the event Seller breaches any of its representations or covenants under this Agreement, and such breach is not cured within ten (10) days following written notice thereof from Purchaser to Seller, then Purchaser's remedies shall be limited to either:

(i) terminating this Agreement by notice to Seller and receiving an immediate return of the Deposit, in which event this Agreement shall be null and void with neither party shall have any further obligations hereunder, except as otherwise specifically provided in this Agreement.

(ii) seeking specific performance of Seller's obligations under this Agreement plus the actual costs of obtaining specific performance, provided that any such action for specific performance must commence within sixty (60) days of the date Purchaser becomes aware of such breach.

14. Seller's Obligations Prior to Closing. As a material inducement to Purchaser entering into this Agreement and as a condition to Purchaser's obligations hereunder Seller covenants that, beginning with the Effective Date and during the pendency of this Agreement:

(a) No Modification to Contracts; No New Contracts. Seller will not enter into any new agreement affecting the Property (other than backup contracts subject to this Agreement), or grant any consent to any matter requiring the consent of Seller under any contract, each without the prior written consent of Purchaser, which consent shall not unreasonably be withheld, conditioned or delayed.

(b) Compliance with all law. Seller shall comply with all laws related to the Property.

(c) Taxes and Assessments. Purchaser acknowledges, accepts, and agrees it is taking title to the Property subject to all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the date hereof and the Closing Date, and thereafter.

(d) No Employment Contracts. Seller will not enter into any employment contract, service contract, management agreement, or any other agreement in respect of the Property which will survive the Closing.

(e) Notices. Seller shall deliver to Purchaser: (i) promptly after receipt by Seller, a copy of (1) any notice of violation issued by any governmental authority with respect Seller or the Property, and (2) any notice from any governmental authority relating to any claim or litigation, or threat thereof, with respect to Seller or the Property; (ii) prompt notice of any fire or other casualty affecting any portion of the Property; and (iii) promptly after receipt of such notice by Seller, notice of the commencement or threat of any condemnation, eminent domain or similar proceedings with respect to or affecting the Property.

(f) Operation of Property. Seller will not take any action to cause the Property to be

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operated in substantially in the same manner as same has been operated prior to the Effective Date.

(g) Make Records Available. Upon request, Seller shall make available to Purchaser its reasonable records, statements and accounts bearing on or relating to the Property, including, without limitation, the operation thereof.

(h) Surplus Property. Seller shall take all reasonable actions to promptly identify and declare the Property as Surplus Property.

(i) Cooperation with Purchaser's Due Diligence. Seller shall reasonably cooperate with Purchaser in connection with Purchaser's due diligence, such cooperation to include such due diligence conducted by Purchaser pursuant to the terms of this Agreement.

15. No Brokers.

(a) Seller and Purchaser covenant, agree, warrant, represent, and acknowledge to one another that neither party has engaged or dealt with a real estate broker in the negotiation of this Agreement and that no real estate brokers or agents are involved in this transaction or would be considered the procuring cause of this transaction. In the event the transaction contemplated herein actually closes, Seller shall pay a commission to Seller's Broker pursuant to a separate agreement between Seller and Seller's Broker. Purchaser and Seller do hereby indemnify and hold harmless and defend the other from and against any and all causes, claims, damages, losses, liabilities, fees, commissions, settlement, judgments, damages, expenses and fees (including reasonable attorneys' fees and court costs) in connection with any claim for commissions, fees or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity, as the result of the indemnifying party's acts. This indemnity shall survive the termination or Closing of this Agreement. Said sums shall be disbursed by the Escrow Agent from the Seller's proceeds, as reflected on the Closing Statement.

16. Assignment. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties. Purchaser may assign this Agreement without Seller's consent. Notwithstanding the foregoing, Purchaser may not assign this Agreement to an entity not controlled by, with, or under common control with Purchaser prior to formal acceptance of terms of a lease between Purchaser and Team Success A School Of Excellence, Inc. to take effect post-closing without Seller's consent.

17. Rights of Others in Possession. Purchaser has coordinated with existing Tenant, Team Success A School of Excellence, Inc. ("Team Success"), and agreed to provide Tenant with a long-term lease to commence simultaneously with the Closing of the Purchase and Sale and includes an Option to Purchase. The long-term Lease combined with the Option to Purchase gives Team Success the stability and financial ability to continue to grow and to serve the students of Manatee County well in to the future. Moreover, Purchaser agrees Team Success may coordinate with existing tenant, Police Athletic League of Manatee County (hereafter "PAL"), to negotiate, in good faith, a reasonable annual sublease, but not inconsistent with Team Success's use and occupancy, for a portion of the Property for PAL to occupy following Closing of this transaction.

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18. Waiver. The failure of any party to exercise any right hereunder, or to insist upon strict compliance by the other party, shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.

19. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of the date (i) when delivered in person, (ii) three (3) business days after deposit in the United States Mail, with adequate postage prepaid, by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) one (1) business day after deposit with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, (iv) when transmitted by electronic mail to the Email address for the appropriate party listed below.

Seller:	School Board of Manatee County Attn: Chairman 215 Manatee Avenue West Bradenton, FL 34205 Phone: _____ Email: _____
with a copy to:	Stephen R. Dye, Esq. Dye, Harrison, Kirkland, Petruff & Pratt, PLLC 1206 Manatee Avenue West Bradenton, Florida 34205 Phone: (941)748-4411 Fax: (941)746-9229 sdye@dyeharrison.com
Purchaser:	Charter School Holdings, LLC 4000 Bal Harbor Blvd., #127 Punta Gorda, FL 33950 Attn: Michael Dixon Email: mike@sagedevco1.com Telephone: 208-941-6024
Escrow Agent:	Icard, Merrill, Cullis, Timm, Furen & Ginsburg, PA 8470 Enterprise Circle, Suite 201 Lakewood Ranch, FL 34202 Attn: Stephen D. Rees, Jr., Esq. Email: srees@icardmerrill.com Telephone: 941-907-0006

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address, changed facsimile number, or changed electronic mail address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address, facsimile number, or electronic mail address to which notices to it shall be sent by giving to the other party or parties at least three (3) days prior notice of the changed address, changed facsimile number, or electronic mail address.

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20. Survival. Liability for the indemnities of Seller and/or Purchaser made in this Agreement shall survive the execution and delivery of this Agreement, the termination of this Agreement prior to Closing if applicable, the breach of this Agreement by one or more of the parties, the Closing and the delivery of the documents at Closing (for a period of six (6) months only), and/or the lapse of this Agreement without a Closing, except as otherwise specifically agreed to herein.

21. Escrow Instructions.

(a) Disbursement of Funds. At such time as the Escrow Agent receives written notice from Seller or Purchaser, or both, stating the identity of the party to whom the Deposit is to be disbursed, the Escrow Agent shall disburse such Deposit pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, the Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Deposit for a period of five (5) calendar days after giving such notice, and if the Escrow Agent receives written notice from either Seller or Purchaser within such five (5) day period, which notice countermands or disputes the earlier notice of disbursement, then the Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Deposit. Notwithstanding the foregoing, if Purchaser notifies the Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement, or in the event that Purchaser terminates this Agreement pursuant to another right of termination provided in this Agreement, and provided Purchaser is not then in default of its obligations hereunder beyond any applicable notice and cure period, then no confirming notice from Seller shall be required by the Escrow Agent, and the Escrow Agent shall promptly disburse the Deposit to Purchaser, without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to the Escrow Agent requesting disbursement or countermanding or disputing a request for disbursement.

(b) Limited Liability. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by the Escrow Agent under this Agreement, and accordingly, the Escrow Agent shall not incur any such liability with respect to the following: (a) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of the Escrow Agent under this Agreement; or (b) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(c) Disputes. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of the Escrow Agent to justify its doing so, or if the Escrow Agent has not disbursed the Deposit on or before the thirtieth day (30th) day following the Closing Date, then the Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction the Deposit, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and

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liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by the Escrow Agent).

(d) Indemnity. Seller and Purchaser indemnify the Escrow Agent against, and hold the Escrow Agent harmless from, any and all claims, actions, demands, losses, damages, expenses (including, without limitation, court costs, attorneys' fees and accountant's fees) and liabilities that may be imposed upon performance of its duties in good faith as Escrow Agent, but not otherwise, including, without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement and pertaining to the performance of its duties as Escrow Agent, but not otherwise, but excluding any such claims, actions, demands, losses, damages, expenses and liabilities resulting from or arising out of any negligence, willful misconduct or breach of trust by the Escrow Agent under this Agreement. The provisions of this Section 20(d) shall survive Closing or any termination, cancellation or rescission of this Agreement.

22. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state where the Property is located.

(b) Drafting. This Agreement has been negotiated between the parties and, for construction purposes, shall not be deemed the drafting of any one party.

(c) Entire Agreements; Amendments. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. This Agreement supersedes all prior agreements and memoranda between Purchaser and Seller which relate to the Property.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next following business day.

(e) Attorney's Fees. Should any suit be brought to enforce the terms of this Agreement or any obligation herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses therein incurred, without statutory presumption.

(f) TIME IS OF THE ESSENCE OF THIS AGREEMENT.

(g) Electronic Signature/Multiple Counterparts. For purposes of negotiating, executing and amending this Agreement, any signed document transmitted by facsimile machine or scanned email shall be treated in all manner and respects as an original document. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of any party, a facsimile or scanned email document shall be re-executed by all parties in original form. No party may raise the use of a facsimile machine or

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scanned email, or the fact that any signature was transmitted through the use of a facsimile or scanned email as a defense to the enforcement of this Agreement. In addition, this agreement may be executed in multiple counterparts, each of which together shall constitute one and the same agreement and which shall together be fully binding on the parties hereto.

(h) Further Assurances. For a period of six (6) months after the Closing Date, each party shall execute and deliver to the other such further documents and instruments as either party may reasonably request of the other in order to confirm or implement the terms of this Agreement.

(i) Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

23. 1031 Exchange. Either Purchaser or Seller may consummate the sale and purchase of the Property as part of a so-called like kind exchange (the "**Exchange**") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided that: (i) the Closing shall not be delayed or affected by reason for the Exchange nor shall the consummation or accomplishment of the Exchange be a condition to the exchanging party's obligations under this Agreement; and (ii) the non-exchanging party shall not be required to acquire or hold title to any real property for purposes of consummating the Exchange; (iii) the non-exchanging party shall not, by this agreement or acquiescence to the Exchange have its rights under this Agreement affected or diminished in any manner; (iv) the non-exchanging party shall not be responsible for compliance with or be deemed to have warranted to the exchanging party that the Exchange in fact complies with Section 1031 of the Internal Revenue Code of 1986, as amended; and (v) all additional transaction costs incurred by reason of the Exchange shall be the sole responsibility of the exchanging party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the parties have set their hands or caused duly authorized and incumbent officers to set their hands the date set forth by such party's name.

SELLER:

SCHOOL BOARD OF MANATEE COUNTY, a public body corporate of the State of Florida

Date: _____

By: _____
Rev. James T. Golden, Chairman

ATTEST:

By: _____
Cynthia Saunders, Superintendent

PURCHASER:

CHARTER SCHOOL HOLDINGS, LLC, a Florida limited liability company

Date: 6/30/2022

By: DocuSigned by: Mike Dixon 41849A8B847C443...
Michael Dixon, Manager

By: DocuSigned by: Jack Tucker 63C97D35D682449...
Jack Tucker, Manager

DocuSign Envelope ID: F8582402-6331-4B23-B51E-0BAB3F05FD97

Exhibit "A"

Property

DESCRIPTION: **OVERALL PARCEL (DEED)** (O.R.B. 1552, PG. 5908)

A PORTION OF LOTS 2, 3, 4, 6, 7, 8, 9 AND 10 OF THE PLAT OF PROPERTY OF A. P. AND J. P. CURRY, A SUBDIVISION IN SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST, AS RECORDED IN DEED BOOK F, PAGE 405 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD AND THE EAST RIGHT OF WAY OF US 301/US 41 (SECTION 13120-2506); THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING TWO COURSES: N 00°35'12" W, A DISTANCE OF 544.84 FEET AND N 44°59'22" E, A DISTANCE OF 13.97 FEET TO THE SOUTH MAINTAINED RIGHT OF WAY LINE OF 13ST STREET EAST; THENCE ALONG SAID SOUTH MAINTAINED RIGHT OF WAY S 89°26'04" E, A DISTANCE OF 1407.87 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1331, PAGE 2031, AS RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF, S 00°14'09" W, A DISTANCE OF 445.13 FEET; THENCE S 89°26'04" E, A DISTANCE OF 146.54 FEET; THENCE S 11°42'36" W, A DISTANCE OF 1112.45 FEET TO THE INTERSECTION WITH SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: (1) THENCE N 53°13'22" W, A DISTANCE OF 186.61 FEET; (2) THENCE S 89°03'22", A DISTANCE OF 21.81 FEET; (3) THENCE N 00°33'56" E, A DISTANCE OF 33.49 FEET; (4) THENCE N 53°13'22" W, A DISTANCE OF 397.99 FEET; (5) THENCE S 00°24'47" W, A DISTANCE OF 49.23 FEET; (6) THENCE N 53°13'22" W, A DISTANCE OF 1104.35 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 35.28 ACRES, MORE OR LESS.

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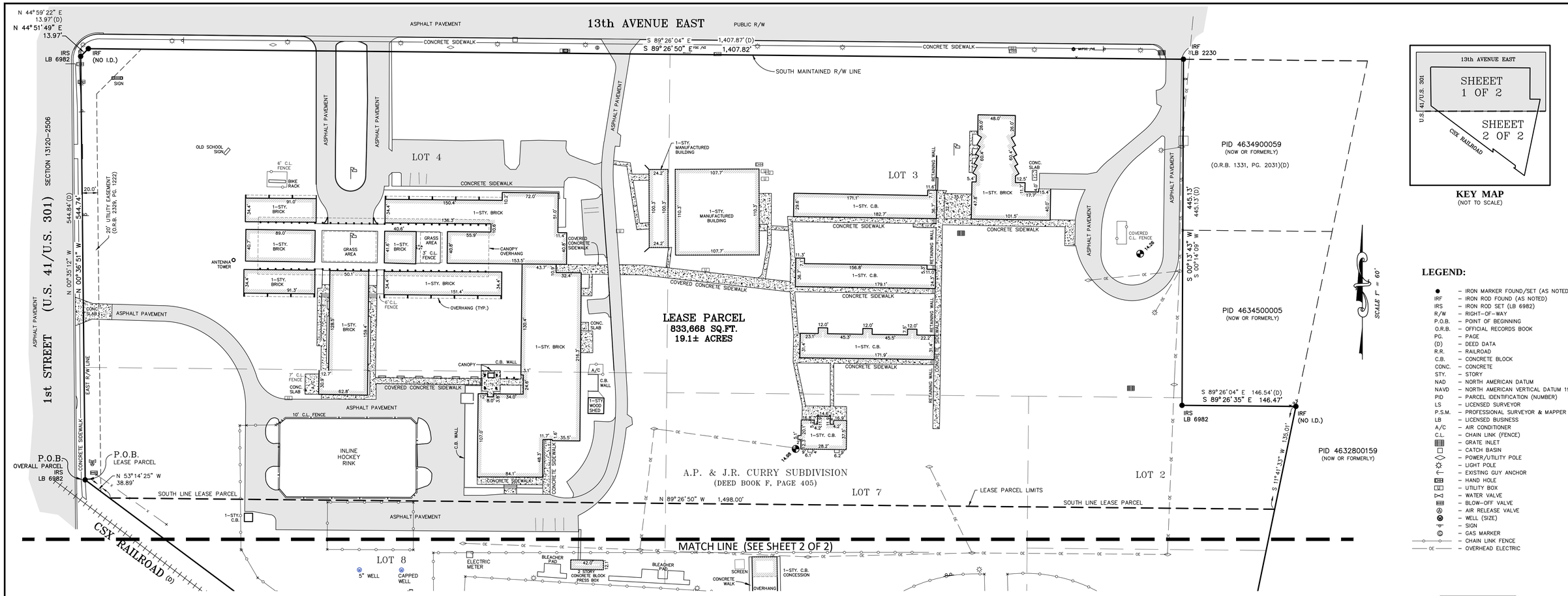
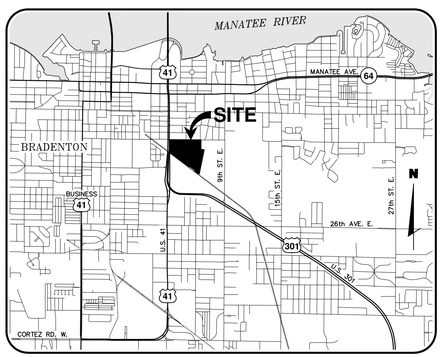


KEY MAP
(NOT TO SCALE)

SCALE 1" = 60'

LEGEND:

- ● – IRON MARKER FOUND/SET (AS NOTED)
- IRF – IRON ROD FOUND (AS NOTED)
- IRS – IRON ROD SET (LB 6982)
- R/W – RIGHT-OF-WAY
- P.O.B. – POINT OF BEGINNING
- O.R.B. – OFFICIAL RECORDS BOOK
- PG. – PAGE
- (D) – DEED DATA
- R.R. – RAILROAD
- C.B. – CONCRETE BLOCK
- CONC. – CONCRETE
- STY. – STORY
- NAD – NORTH AMERICAN DATUM
- NAVD – NORTH AMERICAN VERTICAL DATUM 1988
- PID – PARCEL IDENTIFICATION (NUMBER)
- LS – LICENSED SURVEYOR
- P.S.M. – PROFESSIONAL SURVEYOR & MAPPER
- LB – LICENSED BUSINESS
- A/C – AIR CONDITIONER
- C.L. – CHAIN LINK (FENCE)
- ▦ – GRATE INLET
- □ – CATCH BASIN
- ◇ – POWER/UTILITY POLE
- ☼ – LIGHT POLE
- ↑ – EXISTING GUY ANCHOR
- HH – HAND HOLE
- UB – UTILITY BOX
- WV – WATER VALVE
- BFV – BLOW-OFF VALVE
- Ⓐ – AIR RELEASE VALVE
- Ⓦ – WELL (SIZE)
- ⊣ – SIGN
- Ⓖ – GAS MARKER
- ——— – CHAIN LINK FENCE
- OE ——— – OVERHEAD ELECTRIC



VICINITY MAP
(NOT TO SCALE)

SCHEDULE B SECTION II (EXCEPTIONS)			
ITEM #	RECORDING INFORMATION	DESCRIPTION	COMMENTS
1 - 5	N/A		NOT SURVEY MATTERS
6	O.R.B. 1499, PG. 3090 O.R.B. 1506, PG. 2437 O.R.B. 1552, PG. 5908	RESTRICTIONS	NOT SURVEY MATTERS
7	O.R.B. 1596, PG. 7628	FPL EASEMENT	DOES NOT AFFECT SUBJECT PARCEL
8	O.R.B. 1636, PG. 1701 O.R.B. 1637, PG. 3523 O.R.B. 1648, PG. 1871	ORDINANCE	NOT SURVEY MATTERS
9	O.R.B. 2222, PG. 4952 O.R.B. 2743, PG. 3972	EASEMENT ENCROACHMENT AGREEMENT	NOT SURVEY MATTERS
11 - 17	VARIOUS	VARIOUS	DOES NOT PERTAIN

NOTES:

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM [WEST ZONE] NAD 83/2011 - EPOCH 2010.0000 AND ARE DERIVED FROM THE EAST RIGHT-OF-WAY LINE OF 1st STREET (U.S. 41/U.S. 301, SECTION 13120-2506), HAVING A BEARING OF N 00°36'51" W. THIS BEARING ORIENTATION IS DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE "MANATEE G. STROOP CORS-ARP" (DIP-DL6781) AND VERIFIED BY OPUS PID-BBCR56.
2. THERE MAY BE PORTIONS OF THIS PROPERTY WHICH MAY BE TERMED JURISDICTIONAL BY VARIOUS GOVERNMENT AGENCIES. THESE POSSIBLE JURISDICTIONAL AREAS HAVE NOT BEEN DEALT WITH AS PART OF THIS SURVEY.
3. PORTIONS OF THIS SURVEY WERE UNDERTAKEN USING A TRIMBLE R8 GPS SYSTEM IN REAL TIME KINEMATIC MODE BASED ON THE FLORIDA PERMANENT REFERENCE NETWORK SITE "MANATEE G. STROOP CORS". REDUNDANCY WAS ACHIEVED BY MULTIPLE OCCUPATIONS OF POINTS USING VARYING SATELLITE CONFIGURATIONS. OBSERVATIONS WERE MADE DURING TIME PERIODS WHEN FIVE OR MORE SATELLITES WERE AVAILABLE AND A PDOP OF LESS THAN FOUR WAS IN EFFECT.
4. TITLE INFORMATION IS DERIVED FROM COMMITMENT #26449.091, PREPARED BY CHICAGO TITLE INSURANCE COMPANY, DATED OCTOBER 29, 2019.
5. THE SUBJECT LAND LIES IN ZONE "X" PER FLOOD INSURANCE RATE MAP PANEL NUMBER 12081C 0306 E, EFFECTIVE DATE MARCH 17, 2014.
6. BEARINGS AND DISTANCES ARE FIELD MEASUREMENTS UNLESS NOTED OTHERWISE
7. ELEVATIONS ARE BASED ON NAVD 88 AND ARE DERIVED FROM BENCHMARK COB 1014 (PID-DD6898), HAVING AN ELEVATION OF 16.184 FEET NAVD 88.

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REVISION	BY	DATE
REVISE LEASE PARCEL/DESC.	GB	11/26/19
ADD LEASE PARCELS/DESC.	GB	11/15/19

DESCRIPTION: OVERALL PARCEL (DEED) (O.R.B. 1552, PG. 5908)

A PORTION OF LOTS 2, 3, 4, 6, 7, 8, 9 AND 10 OF THE PLAT OF PROPERTY OF A. P. AND J. P. CURRY, A SUBDIVISION IN SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST, AS RECORDED IN DEED BOOK F, PAGE 405 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD AND THE EAST RIGHT OF WAY OF US 301/US 41 (SECTION 13120-2506); THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING TWO COURSES: N 00°35'12" W, A DISTANCE OF 544.84 FEET AND N 44°59'22" E, A DISTANCE OF 13.97 FEET TO THE SOUTH MAINTAINED RIGHT OF WAY LINE OF 13ST STREET EAST; THENCE ALONG SAID SOUTH MAINTAINED RIGHT OF WAY S 89°26'04" E, A DISTANCE OF 1407.87 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1331, PAGE 2031, AS RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF, S 00°14'09" W, A DISTANCE OF 445.13 FEET; THENCE S 89°26'04" E, A DISTANCE OF 146.54 FEET; THENCE S 11°42'36" W, A DISTANCE OF 1112.45 FEET TO THE INTERSECTION WITH SAID NORTHEASTERLY RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX COURSES: (1) THENCE N 53°13'22" W, A DISTANCE OF 186.61 FEET; (2) THENCE S 89°03'22", A DISTANCE OF 21.81 FEET; (3) THENCE N 00°33'56" E, A DISTANCE OF 33.49 FEET; (4) THENCE N 53°13'22" W, A DISTANCE OF 397.99 FEET; (5) THENCE S 00°24'47" W, A DISTANCE OF 49.23 FEET; (6) THENCE N 53°13'22" W, A DISTANCE OF 1104.35 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

CONTAINING 35.28 ACRES, MORE OR LESS.

DESCRIPTION LEASE PARCEL:

A PORTION OF LOTS 2, 3, 4, 7 AND 8 OF THE PLAT OF PROPERTY OF A. P. AND J. P. CURRY, A SUBDIVISION IN SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST, AS RECORDED IN DEED BOOK F, PAGE 405 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD AND THE EAST RIGHT-OF-WAY OF US 301/US 41 (SECTION 13120-2506); THENCE ALONG SAID EAST RIGHT-OF-WAY, THE FOLLOWING TWO (2) COURSES: 1) N 00°36'51" W, A DISTANCE OF 544.74 FEET; 2) N 44°51'49" E, A DISTANCE OF 13.97 FEET TO THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF 13th STREET EAST; THENCE S 89°26'50", ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 1,407.82 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 1331, PAGE 2031, AS RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF, S 00°13'43" W, A DISTANCE OF 445.13 FEET; THENCE S 89°26'35" E, A DISTANCE OF 146.47 FEET; THENCE S 11°41'33" W, A DISTANCE OF 135.01 FEET; THENCE N 89°26'50" W, A DISTANCE OF 1,498.00 FEET TO THE INTERSECTION WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD; THENCE N 53°14'25" W, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 38.89 FEET TO AFORESAID EAST RIGHT-OF-WAY LINE OF US 31/US 41 AND THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 833,668 SQUARE FEET OR 19.14 ACRES, MORE OR LESS.

NAD 83/2011
NAVD 88

CERTIFICATION:

TO: THE ARNOLD LAW FIRM LLC; PIPER JAFFRAY & CO.; CAPITAL TRUST AGENCY; TEAM SUCCESS SCHOOL OF EXCELLENCE, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR; CHICAGO TITLE INSURANCE COMPANY; BRYANT MILLER OLIVE P.A.:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1-4, 6-9, 11, 16-19, AND 21. OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 11/05/19.

DATE OF PLAT OR MAP: 11/13/19

R.E.M. EDBERTON, P.S.M.
FLORIDA CERTIFICATE No. 4292

ALTA/NSPS LAND TITLE SURVEY

OF A

PARCEL OF LAND

LOCATED IN

SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA

NOTE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

K:\Plot Files\Projects\TeamSuccess\TeamSuccess-BS-01.plt

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER, HEREBY CERTIFY THAT THIS RECORD OF LAND SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED HEREON, AND THAT IT MEETS THE "STANDARD OF PRACTICE" FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 5J-17.050, OF THE FLORIDA ADMINISTRATIVE CODE.

FLORIDA CERTIFICATE No. LS 4292
DATE OF CERTIFICATION 11/13/19
DATE OF FIELD SURVEY 11/05/19

BY: _____
R.E.M. EDBERTON, P.S.M.

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365
201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

DRAWING: T:\44926 TeamSuccessSchool\TeamSuccess-BS.dwg DATE 11/13/19 SCALE 1" = 60'
DRAWN GB JOB NO. 00-44926 FIELD BOOK -- PAGE -- SHEET 1 OF 2

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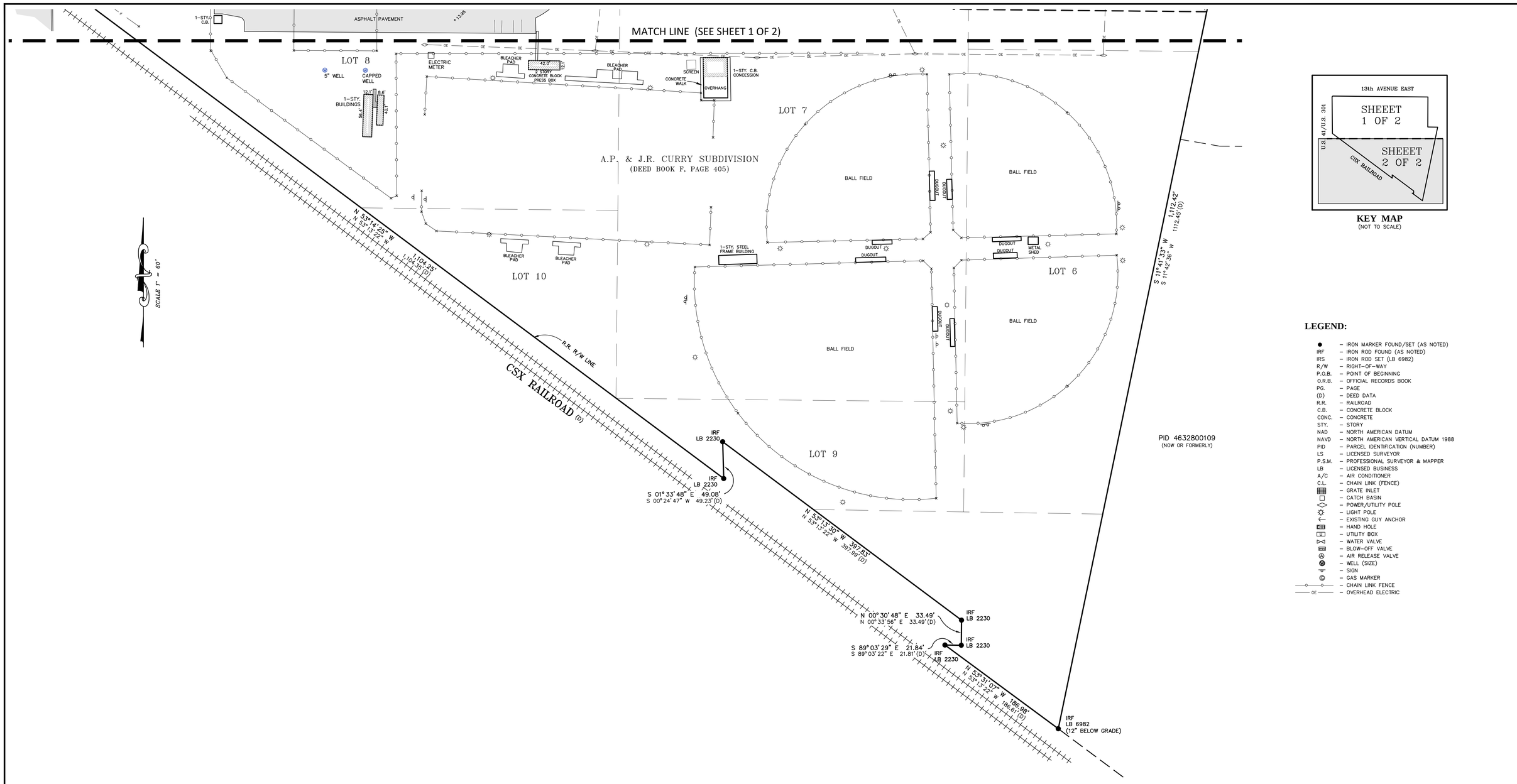

KEY MAP
(NOT TO SCALE)

LEGEND:

●	– IRON MARKER FOUND/SET (AS NOTED)
IRF	– IRON ROD FOUND (AS NOTED)
IRS	– IRON ROD SET (LB 6982)
R/W	– RIGHT–OF–WAY
P.O.B.	– POINT OF BEGINNING
O.R.B.	– OFFICIAL RECORDS BOOK
PG.	– PAGE
(D)	– DEED DATA
R.R.	– RAILROAD
C.B.	– CONCRETE BLOCK
CONC.	– CONCRETE
STY.	– STORY
NAD	– NORTH AMERICAN DATUM
NAVD	– NORTH AMERICAN VERTICAL DATUM 1988
PID	– PARCEL IDENTIFICATION (NUMBER)
LS	– LICENSED SURVEYOR
P.S.M.	– PROFESSIONAL SURVEYOR & MAPPER
LB	– LICENSED BUSINESS
A/C	– AIR CONDITIONER
C.L.	– CHAIN LINK (FENCE)
▦	– GRATE INLET
□	– CATCH BASIN
◇	– POWER/UTILITY POLE
☼	– LIGHT POLE
←	– EXISTING GUY ANCHOR
HH	– HAND HOLE
UB	– UTILITY BOX
⋈	– WATER VALVE
BOV	– BLOW–OFF VALVE
⊗	– AIR RELEASE VALVE
W	– WELL (SIZE)
⊤	– SIGN
G	– GAS MARKER
——o——o——	– CHAIN LINK FENCE
——OE——	– OVERHEAD ELECTRIC

ALTA/NSPS LAND TITLE SURVEY

OF A

PARCEL OF LAND

LOCATED IN

SECTION 36, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

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NAD 83/2011
NAVD 88

REVISION	BY	DATE
REVISE LEASE PARCEL/DESC.	GB	11/26/19
ADD LEASE PARCELS/DESC.	GB	11/15/19

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The Police Athletic League of Manatee County, Inc.
202 13th Avenue East • Bradenton, Florida 34208
(941) 747- 1118 Fax (941) 747-6490
www.manateepal.org
*Football*Basketball*Cheerleading*
*Boxing*Baseball*Soccer*

Manatee PAL "Offer" Plan

Introduction:

Manatee PAL was established in 1989 as a non-profit 501 C3 entity with the goal of putting kids first when it comes to cultivating our youth through athletic activities. Partnering with both the Manatee County Sheriff's office and the Bradenton Police Department, Manatee PAL has been functioning under this premise for more than three decades. The following are points on what we do and how we do it at **Manatee PAL in servicing over 1,500 individuals yearly**:

1. We currently offer the following athletics onsite:
   a. Football
   b. Basketball
   c. Soccer
   d. Baseball
   e. Volleyball
   f. Lacrosse
2. With the above mentioned sports, Manatee PAL's site supports the following groups:
   a. Youth Football – ages 5-15
   b. Youth Basketball – ages 5-18
   c. Adult Basketball – ages 18+
   d. Youth Soccer – ages 5-18
   e. Adult Soccer – ages 18+
   f. Youth Baseball – ages 5-18
   g. Adult Baseball – ages 18+

h. Lacrosse – ages 12-18
i. Boxing – ages 12+
j. Charter school athletics – ages 10-15. Rowlett is one of the major charter schools that utilize the sports venue at Manatee PAL for basketball and volleyball.
k. Several times a year, Manatee PAL opens its doors to host sporting events and other activities for our youth and community:
    - Football
    - 7v7 Football
    - Basketball
    - Baseball
    - Soccer
    - Volleyball
    - Lacrosse
    - Supper with the Sheriff
    - Weddings
    - Banquets
    - Carnivals
    - Circus events
    - Concerts

3. The Manatee PAL site is the only site providing youth and adult sports for the central part of Manatee County. To the west you have GT Bray Park and to the east you have Premier Sport Complex. There is nothing in the heart of Manatee County to support sports activities other than Manatee PAL.
4. Beyond sports, we offer tutoring and life skills classes for all of our student athletes. In fact, it is mandatory for all student athletes to participate in tutoring and life skills classes. This is a new offering in 2022.
5. Manatee PAL also encourages and allows community service hours for those seeking community service hours.

There are no other organizations that equal our breathe of children development and support within Manatee County. We want to stay and continue our support for the children of Manatee County and beyond.

Proposal:
Manatee PAL wants nothing more than to work collaboratively to address this complex and challenging issue. We appreciate the opportunity to present our proposal for the Manatee PAL site. For the School Board's consideration, Manatee PAL is submitting two options as it pertains to the existing Manatee PAL site. These options are based upon historical precedent and current agreed upon terms and agreements. Manatee PAL prefers option #1 but will consider

option #2 in the event that option #1 is not chosen. But prior to listing both options, we would like to officially make the School Board aware of our legal position. The School Board legal team has repeatedly mentioned that Manatee PAL is in violation of our current lease. Our position is that we are not in violation of our current lease, and we are prepared to defend our position with all legal means necessary and available to us. For the past 20+ years, Manatee PAL has submitted yearly operations reports to the county that specifically mention all of our operations and sub-leases. Another misconception is that we are banking thousands of dollars in rental income from various entities at the PAL property. This assumption is false, and totally unsubstantiated. We are fully willing to share our audited financials for the past 10+ years with the School Board to show just the opposite – we have reinvested more dollars back into the 70+ year old facility infrastructure than what we have received in rental income. Our legal position is that we have two full years to conclude our operations at the current site (including all current sub-leases) once we are legally notified that our lease has been terminated. Anything other than those two years in not an option for us unless either option #1 or #2 is chosen as listed below.

Option #1: The School Board considers allowing Manatee PAL to continue its current lease for one year, at the current rate of $1.00. During this year, Manatee PAL is given the opportunity to have active workshops with the School Board to help develop a long-term plan for all current parties and activities at the Manatee PAL site. During this time, the status quo would be maintained with the property and Manatee PAL's current sub-lease commitments would be intact. This would include, but is not all inclusive of the following:

1. Team Success
2. Boxing with China Smith
3. Baseball with The Diamonds
4. Indoor soccer adult leagues
5. Basketball High School and adult leagues

Our plan for the site is to develop the site into a multi-sports complex that will support all of the activities currently supported at Manatee PAL as well as track & field. We would demolish the 70+ year old buildings and infrastructure giving way to a new Community Use Facility. Our plan has the following highlights:

a. Capital expansion estimated at $20MM over 3-years. This does not include the cost of the property.
b. The primary goal is to provide athletic venues for both inner city (centralized Bradenton) children (via Manatee PAL) and those academic entities that do not have those venues available at their current location(s). There are very limited inner city (centralized Bradenton) athletic venues available outside of Manatee PAL and many schools do not have the athletic fields or courts (indoor or outdoor) to support their student's needs.

c. Additional goals will be to provide tutoring and life skills instruction to all participants in the athletic programs at Manatee PAL while offering these services to the community as a whole. It is mandatory that all Manatee PAL participants be active in both the tutoring and life skills programs in order to participate in the Manatee PAL athletic programs.
d. With the development of the Sports Complex, the main building would be able to provide ample space for the entire Wakeland Support Center operations to be relocated to the Manatee PAL site. This would free up the Wakeland site for a possible sale to Team Success and allow their operations to continue within a support structure that is much younger than the 70+ year old facility that they currently lease from Manatee PAL Specifically, the current available space for office and conference rooms is in excess of 6,400 square feet, 3,200 square feet for kitchen and food preparation activities and over 2,000 square feet for medical/clinic space.
e. We estimate a community economic impact in excess of $66MM a year into Manatee County while providing our community with a viable working athletic sporting environment. This value is comprised of new money coming into the County from outside the County. We are not trading dollars for dollars. We are looking at operating onsite tournaments 40 weekends out of the year.
f. Thirty-five new jobs that currently do not exist in Manatee County.
g. Ability for community service hours
h. Multiple new business opportunities that will develop as a result of the operation of a sporting complex of this nature to include the following:
    - Athletic apparel
    - Athletic personal training
    - Health & body training
    - Massage therapy
    - Chiropractic therapy
    - Nutrition therapy
i. The Manatee PAL Sporting Complex will become the focal point of all sports in the county as well as the west coast of Florida.
j. With all the above, we plan to drive the majority of these new business opportunities and jobs from our local students. The complex will provide a venue for our local students unlike any other where they can develop their life skills, earn money, and be shown how a positive attitude and dedication to their job can improve not only their outlook on life, but the community as a whole. This is what Manatee PAL has been doing on this site for over three decades with numerous success stories from Manatee PAL alumni.

Option #2: The School Board votes to sell the property to Team Success. With this option, Manatee PAL needs two years to conclude our business on the current site. We are currently working with Team Success on a LOI for our presence at the site for the next two years. The two years is critical in that it mimics the legal position and current lease language that we have with the County. As once the lease with Manatee PAL is officially terminated, our current lease stipulates that we have two years to conclude our business on site and remove ourselves accordingly from the site. During this time, we request that the School Board work with us to relocate our operations, like for like – meaning that we would not have anything less than what we have today with Football, Basketball, and Baseball.

The Manatee PAL Sports Complex plan may work at the Wakeland site if the entire site were to be available. If that were the case, then one of two arguments could be made:

Argument #1: Manatee PAL could develop the Wakeland site into the Sports Complex idea mentioned in Option #1. If that were to happen, or if any fraction of that plan were to happen at the Wakeland site, it would involve destroying numerous acres of pristine wildlife habitat. This may not be a very good environmental decision. But if the environmental impact is not important, the entire site is large enough to support the Manatee PAL Sports Complex vision and it would be directly across from Pirate City where there may be an opportunity to work with the Pirates to host PAL Baseball. Keep in mind that the Sports Complex building would still be able to support the operations of the current Wakeland Support Center.

Argument #2: If the entire Wakeland site would be available, then why not leave Manatee PAL where we are and sell the Wakeland site to Team Success? The Wakeland site already has the necessary space that Team Success requires without additional buildings being added. This would leave the wildlife habitat undisturbed and give everyone what they need to continue their operations successfully. Note that with the Team Success entity purchasing the Manatee PAL site, the entity will be partitioning the site into multiple sections where more than half of the property would be sold off for uses other than community use. Meaning that the Team Success School requires only half or less of the current property. The rest will be sold for other, non-community use and most likely at a profit.

Thank you for your review and consideration.

Bruce A. Bottorff

For the Manatee PAL BOD

"Putting Kids First"

AGENDA ITEM NO. 11.1

School Board of Manatee County
August 9, 2022 - Regular Board Meeting
Action Item

Title
Approval of Travel Expense Associated with the School Board Members' Attendance at the Manatee Chamber of Commerce Planning Retreat & Leadership Conference, September 15-17, 2022, at the Hyatt Regency, Bonita Springs, FL, Not to Exceed $3,800.00

Executive Summary
School Board Members James Golden, Mary Foreman, and Charlie Kennedy would like to attend the Manatee Chamber of Commerce Planning Retreat & Leadership Conference, September 15-17, 2022, in Bonita Springs, FL.

Florida Statute § 1001.39 (2021) requires that when School Board members travel outside of the District and request reimbursement of travel expenses in excess of $500.00, they are required to obtain prior confirmation from the School Board that the travel is for official school board business and that it complies with the rules of the State Board of Education.

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

Inclusive Culture & Engagement | Goal 2
Improve internal and external communications.

Recommendation
Motion and approval of travel expense associated with the School Board Members' attendance at the Manatee Chamber of Commerce Planning Retreat & Leadership Conference, September 15-17, 2022, at the Hyatt Regency, Bonita Springs, FL, Not to Exceed $3,800.00.

Financial Impact
The financial impact to the District will not exceed $3,800.00. The source of funds is the General Fund and is included in the School Board proposed budget for 2022-2023.

Contact
Submitting Department: School Board

Attachments:
Travel Expense Worksheet - Chamber Retreat September 2022
Approximate Schedule

Travel Expense Worksheet						
Expense	# Attending	# of Nights	Per diem			
Mileage						
110	3		0.56	184.80		
110	3		0.56	184.80		
Hotel						
250.00	3	2		1,500.00		
				0.00		
				1,500.00		
Registration						
575.00	3			1,725.00		
Food						
Breakfast	3	1	6.00	18.00		
Lunch	3	0	11.00	0.00		
Dinner	3	2	19.00	114.00		
				132.00		
Total Expenses Anticipated					3,726.6	

Approximate Schedule:

Thursday, September 15

- 12:00 PM - Optional Golf Outing at Raptor Bay
- 7:00 PM - Optional Reception & Networking Dinner

Friday, September 16

- 9:00 AM - Registration & Welcome Reception
- 10:30 AM - Opening Remarks and Introductions
- 11:00 AM - Presentations & Work Session Begins
- 12:00 PM - Lunch with Spouses & Guests
- 1:30 PM - Presentations & Work Session Resume
- 5:30 PM - Adjourn for Free Time
- 7:00 PM - Reception with Spouses & Guests
- 8:00 PM - Dinner & Entertainment with Spouses & Guests
- 9:30 PM - Hospitality Suite Opens

Saturday, September 17

- 8:00 AM - Breakfast for Retreat Participants
- 8:30 AM - Presentations & Work Session Begins
- 12:00 PM - Closing Luncheon for Retreat Participants
- 1:30 PM - Adjourn for Free Time
- 1:30 PM - Hospitality Suite Opens
- 6:30 PM - Optional Reception & Networking with Spouses & Guests
- 8:00 PM - Hospitality Suite Opens

* Agenda subject to change.

AGENDA ITEM NO. 11.2

School Board of Manatee County
August 9, 2022 - Regular Board Meeting

Title
Approval of Board Representation for the Children's Services Advisory Board (CSAB)

Executive Summary
The Board will hold a discussion to select a representative from the School Board to serve a three-year term on the Children's Services Advisory Board (CSAB). The volunteer board makes recommendations to the Board of County Commissioners about the priorities and expenditures of Manatee County's dedicated millage for children's services. The County requires School Board Member participation on this Board.

Board Member Kennedy is the current representative. During the July 21, 2022 Special Meeting, the Board reached consensus to request that Vice-Chair Messenger submit an application to serve on the CSAB.

Contact
Submitting Department: School Board

AGENDA ITEM NO. 11.3

School Board of Manatee County
August 9, 2022 - Regular Board Meeting

Title
Approval of Board Representation for the Environmental Lands Management and Acquisition Committee (ELMAC)

Executive Summary
The Board will hold a discussion to select a representative from the School Board to serve on the Environmental Lands Management and Acquisition Committee (ELMAC). The ELMAC was created to advise the Manatee County Board of County Commissioners on environmental land acquisition, environmental land management, and recreational programming. The roles of the Committee have expanded since the original establishment in 1993.

Board Member Kennedy is the current representative. During the July 21, 2022 Special Meeting, the Board reached a consensus to recommend that Board Member Foreman submit an application to serve on the ELMAC as the School Board's representative.

Contact
Submitting Department: School Board