Agenda
Updated 6/5/2025

June 10, 2025
School Board of Manatee County
Regular Board Meeting and Public Hearing - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. **CALL TO ORDER**
2. **DISTRICT VISION | Chad Choate**
3. **INVOCATION | Pastor Jerry Parrish**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF THE AGENDA**
    1. Approval of the Agenda Amendments - added after publishing
6. **APPROVAL OF MINUTES**
    1. Approval of the Minutes of the April 29, 2025 School Board Meeting, May 2, 2025 School Board Workshop
7. **STUDENT CELEBRATIONS | RECOGNITIONS**
    1. Communications Department Awards (No Financial Impact)
8. **PUBLIC COMMENT AND RESPONSES (UP TO 60 MINUTES)**

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

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

comments section.

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

9. CONSENT ITEMS

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

1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) - updated 6/5/2025
2. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)
3. Approval of the Renewal Agreement Between the School District of Manatee County and Ruth S. Rojas, DMD, PLLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
4. Approval of the Renewal Agreement Between the School District of Manatee County and Braden River Dental, Inc for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
5. Approval of the Renewal Agreement Between the School District of Manatee County and Charles A. Tomeo, DDS, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
6. Approval of the Renewal Agreement Between the School District of Manatee County and Cortez Dental, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
7. Approval of the New Agreement Between the School District of Manatee County and Give Me A Smile Pediatric Dentistry Manatee for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
8. Approval of the Renewal Agreement Between the School District of Manatee County and Journey Dental, LLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
9. Approval of the Renewal Agreement Between the School District of Manatee County and Keyzer Family Dentistry, PLLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
10. Approval of the Renewal Agreement Between the School District of Manatee County and Lockwood Commons Dental Care, LLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
11. Approval of the Renewal Agreement Between the School District of Manatee County

and Professional Dental Alliance of Florida, PLLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

12. Approval of the Renewal Agreement Between the School District of Manatee County and Sarasota Dental Group, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
13. Approval of the Renewal Agreement Between the School District of Manatee County and Allcare Medical Centers, P.C. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2025-2028 School Years (No Financial Impact)
14. Approval of the New Agreement Between the School District of Manatee County and Exceptional Dentistry of Sarasota for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)
15. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)
16. Approval of Local Articulation Agreement Between State College of Florida, School District of Manatee County and Sarasota County Schools for the 2025-2027 School Years (No Financial Impact)
17. Approval of the Articulation Agreements with the University of Florida, University of South Florida and State College of Florida for Dual Enrollment Coursework, SDMC No. 26-0038-BS, Estimated in the Amount of $1,200,000.00 (Multiple Funding Sources)
18. Approval to Renew the Contract Between the Boys & Girls Clubs of Manatee County and the School Board of Manatee County to Provide Before-School and/or After-School Programs and/or Summer Programs at Identified Manatee County Schools During the 2025-2026 School Year (No Financial Impact)
19. Approval to Renew the Memorandum of Understanding with Step Up Suncoast/Head Start for the 2025-2028 School Years (No Financial Impact)
20. Approval of the Renewal Memorandum of Understanding (MOU) Between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2025-2026, 2026-2027, and 2027-2028 School Years, Not to Annually Exceed $64,000.00 (General Fund)
21. Approval of Termination of the Interlocal Agreement (ILA) with Manatee County Government for the Sharing of Leased Space at Whitney Plaza, Longboat Key, Florida (No Financial Impact)
22. Approval of the Continued Use of 2024-2025 Salary Schedules for all Employee Groups and the 2025-2026 Pay Dates Deadlines (No Financial Impact)
23. Approval of the Palma Sola Elementary School - Permanent Florida Power and Light Utility Easement (15' +/-) (No Financial Impact)
24. Approval of Rye Ranch Elementary School - Agreement Between Owner and Skanska USA Building, Inc. - Amendment 2 - Guaranteed Maximum Price in the Amount of $44,659,298.00 (Capital Funds)
25. Approval of Artisan Lakes Elementary School - Agreement Between Owner and Skanska USA Building, Inc. - Amendment 2 - Guaranteed Maximum Price in the Amount of $51,046,985.00 (Capital Funds)
26. Approval of Amendment No. 1 to the Ground Lease Between the School Board of Manatee County, Florida and Sarasota Manatee Airport Authority to Lease Property for

Manatee Technical College (MTC) Aviation Mechanics Airframe and Powerplant Maintenance Training and Education Program (No Financial Impact)

27. Approval to Purchase NoRedInk Licenses and Services, SDMC No. 26-0035-BS, Estimated in the Amount of $175,000.00 (General Fund)
28. Approval of the Purchase(s) of Virtual Bookstore Services, SDMC No.26-0008-BS, Estimated in the Amount of $135,000.00 Annually (Multiple Funding Sources)
29. Approval of Contracts with Virtual School Providers, SDMC No. 26-0022-BS, Estimated in the Amount of $150,000.00 (General Fund)
30. Approval to Purchase TeachTown Curriculum Products and Licenses, SDMC No. 26-0034-BS, Estimated in the Amount of $450,000.00 (Multiple Funding Sources)
31. Approval to Purchase Speech Language Pathology Services, SDMC No. 26-0018-BS, Estimated in the amount of $4,000,000.00 (Multiple Funding Sources)
32. Approval to Purchase Occupational and Physical Therapy Services, SDMC No. 26-0017-BS, Estimated in the amount of $3,500,000.00 (Multiple Funding Sources)
33. Approval to Purchase Character Education Program with Game on Nation, SDMC No. 26-0046-BS, Estimated in the amount of $110,000.00 (Multiple Funding Sources)
34. Approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2024-2025
35. Approval for the Southeast High School Girls and Boys Varsity Basketball Teams To Participate in an Out-Of-State Game in Valdosta, Georgia, December 12, 2025 (School Internal Accounts)

10. PUBLIC HEARING

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

11. PUBLIC COMMENTS (NEW BUSINESS)

12. NEW BUSINESS (Discussion Items Pulled from Consent)

13. NEW BUSINESS (Non-Consent Items)

1. Approval to Adopt and Amend School Board Policies (General Fund)
2. Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on July 22, 2025 (General Fund)
3. Approval of the Budget Amendments for April 2025 (No Financial Impact)
4. Revision of the Job Descriptions of Program Specialist District Support to Coordinator, Virtual Education Programs (General Fund) - updated 6/5/2025
5. Approval of New Job Description and Position of Coordinator, Budget (General Fund)
6. Approval of New Job Description and Position of Accountant, Charter Schools (General Fund)

14. NEW BUSINESS (No Superintendent Recommendation)

1. Acceptance of the Resignation of Audit Committee Members (No Financial Impact)
2. Approval of the Re-appointment of Audit Committee Member James Daniel (No Financial Impact)
3. Discussion and Vote - Selection for Florida School Board Association (FSBA) Advocacy Committee Representative and Alternate (No Financial Impact)

4. Discussion and Possible Appointment of Value Adjustment Board Members (No Financial Impact)
5. Ratification of signed Contract Amendment Between Dr. Jason Wysong and School Board of Manatee County
6. Discussion and Vote - Superintendent Search-updated 6-9-2025

15. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Financial Statements Through April 30, 2025 (No Financial Impact)
2. Year-to-Date Charter School Financial Statement Summary Through April 30, 2025

16. ADDITIONAL PUBLIC COMMENT (IF NEEDED)

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

18. SUPERINTENDENT REMARKS

19. BOARD COMMENTS

20. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Agenda Amendments - *added after publishing*

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

Agenda amended on Friday June 6, 2025, to **update** attachment of Consent Item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers.*

Agenda amended on Friday June 6, 2025, to **update** title and attachment of New Business item *Revision of the Job Descriptions of Program Specialist District Support to Coordinator, Virtual Education Programs (General Fund).*

Agenda amended on Monday June 9, 2025 to **add** attachment *2025 FSBA Proposal Expedited Search* **to** New Business (No Superintendent Recommendation) item *Discussion and Vote - Superintendent Search*

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

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

Recommendation
The Superintendent recommends the approval of the agenda amendments.

Financial Impact
No financial Impact

Contact
Submitting Department: School Board

AGENDA ITEM NO. 6.1

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Minutes of the April 29, 2025 School Board Meeting, May 2, 2025 School Board Workshop

Executive Summary
Approval of the Minutes of the April 29, 2025 School Board Meeting, May 2, 2025 School Board Workshop

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

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

Recommendation
The Superintendent recommends the Approval of the Minutes of the April 29, 2025 School Board Meeting, May 2, 2025 School Board Workshop

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
April 29, 2025 School Board Meeting Minutes
May 2, 2025 School Board Workshop Minutes

Minutes
April 29, 2025
Regular Meeting and Public Hearing – 5:30 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Dr. Jason C. Wysong, Superintendent Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instructional Services Joseph Ranaldi, Deputy Superintendent of Operations Chad Choate, Chair Cindy Spray, Vice-Chair Heather Felton, Board Member Charles Kennedy, Board Member Richard Tatem, Board Member Patricia Petruff, Board Attorney Kevin Pendley, General Counsel	Present

Chair Choate called the Meeting to order at 5:30 PM.

2) READING OF THE DISTRICT'S VISION
Board Member Spray read the District's Vision.

3) INVOCATION
The invocation was given by Ms. Silvia Archie.

4) COLOR GUARD – Manatee High School
Chair Choate welcomed the Bayshore High School JROTC members for the presentation of the Colors. In attendance were the following members:

- Jessica Cruz-Urbano
- Dulce Mazariegos Lopez
- Nahomy Ramirez
- Stephanie Ricardo

Also, in attendance was SFC (Ret) Brooks Fisher.

5) PLEDGE OF ALLEGIANCE
Chair Choate led the recitation of the Pledge of Allegiance.

6) APPROVAL OF THE AGENDA
The Chair finds good cause to amend the agenda to include:

6.1. Motion to Approve Agenda as Amended

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Richard Tatem
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

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

Agenda amended on Friday April 25, 2025, to **update** attachment *HR Board Material 5-29-2025 Updated* **of** Consent Item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers*.

Agenda amended on Friday April 25, 2025, to **add** attachment **to** Reports and Presentations Item *Voluntary Prekindergarten (VPK) Programs and Accountability*.

7) APPROVAL OF MINUTES

7.1 Motion to Approve the Minutes of March 14, 2025, School Board Special Meeting; March 14, 2025, School Board Workshop; April 8, 2025, School Board Meeting; and April 8, 2025, School Board Workshop

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charlies Kennedy
SECONDER:	Heather Felton
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

8) STUDENT CELEBRATIONS AND RECOGNITIONS

8.1 Florida Retired Educators Association Essay Contest Winner

Mr. Michael Barber, Director of Communications, Family and Community Engagement, introduced 5th Grader Mr. Mark Eubanks who read his essay titled, "Chess with Grandma".

Also in attendance were Ms. Kris Williamson, Chairman of the Manatee County Retired Educators Association, and Ms. Kathy Price, Principal of Willis Elementary.

8.2 National Science Award

Mr. Michael Barber, Director of Communications, Family and Community Engagement, introduced 12th Grader Ms. Addison Shea. Ms. Shae attended an event in Washington D.C. at the National Building Museum where she was recognized by the Regeneron Science Talent Search; it was also noted that Ms. Shae was awarded the District Golden Harold Award for Science for 2024-2025.

Also in attendance were Julie and Ty Shea, Parents; Mr. Dustin Dahlquist Principal of Lakewood Ranch High School, and Mr. Thomas Bellantonio, Assistant Principal of Lakewood Ranch High School.

8.3 Math Superstars

Mr. Michael Barber, Director of Communications, Family and Community Engagement, introduced the top three finishers in this year's Math Superstars competition, in both the Elementary and Middle School Divisions. The competition and results were held and announced at the district's STEM Showcase, on April 5, 2025, at the Bradenton Area Convention Center.

In attendance to recognize students were Ms. Alison Nichols, Director of Elementary Curriculum and Instruction, Ms. Dawn Becker, Math Curriculum Specialist, and Ms. Renee Wittenbrook, Instruction and Curriculum Coordinator. The following schools were recognized:

Elementary School Division Winners
1. Willis Elementary School
2. Samoset Elementary School
3. Gullett Elementary School

Middle School Division Winners
1. Lee Middle School
2. Dr. Mona Jain Middle School
3. Braden River Middle School

8.4 Florida State Champion Weightlifters

Mr. Michael Barber, Director of Communications, Family and Community Engagement, recognized State Weightlifting Championship winners Ms. Sherrickia King, Manatee High School, and Mr. Kale Bunce, Palmetto High School. Ms. King was in attendance with family.

Also in attendance for the recognition were Ms. Shannon Fleming, Principal of Manatee High School, and Mr. Matt Bowling, Athletic Director of Manatee High School.

9) PUBLIC COMMENTS (Up to 30 Minutes)

The following public comments were made:
- Steven Zickafoose
- Dr. Laura Eslinger
- Ann Bueso Wilson
- Ann Mitchell
- David Knish
- Ashenafi Nebro

Chair Choate called a brief recess at 6:26 PM and reconvened at 6:34 PM.

Vice Chair Spray requested to pull the 'amendment only' of Agenda item 10.1 **from** Consent **to** Agenda Item 12.1 New Business (Discussion Items Pulled From Consent). After legal input, Chair Choate pulled only the amendment of Agenda Item 10.1 which included the acceptance of a District employee 'resignation while under investigation'.

10) Motion to Approve the Consent Agenda Without the Amendment to Consent Item 10.1

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

10.1. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) (Amendment of Item Pulled to 12.1)

10.2. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact) – Updated 4/25/2025

10.3. Approval of the Affiliation Agreement between the School District of Manatee County and Priority Nutrition LLC (No Financial Impact)

10.4. Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2025-2026 School Year (No Net Financial Impact)

10.5. Approval to Accept Additional Funds from Amendment 1 to the Letter of Agreement Between the district School Board of Putnam County on Behalf of the Northeast Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2024, through June 30, 2025, In the Amount of $8,000.00 (No Net Financial Impact)

10.6. Approval of the Apprenticeship Training Program Agreement Between Suncoast Workforce Board dba CareerSource Suncoast and the School Board of Manatee County to Provide Classroom and Work Experiences for Merchandising/Global Logistics Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)

10.7. Approval of the Apprenticeship Training Program Agreement between S.A.K Enterprises Inc. and the School Board of Manatee County to Provide Classroom and Work Experiences for Engineering Assistant, Mechanic Equip (CAD Designer) Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)

10.8. Approval of the Apprenticeship Training Program Agreement between Manatee Memorial Hospital and the School Board of Manatee County to Provide Classroom and Work Experiences for Pharmacy Assistant Apprenticeship Students at Manatee Technical College (MTC) (State Workforce Development Funding)

10.9. Approval to Purchase Instructional Materials, Textbooks, Curriculum Software and Associated Professional Learning from Florida School Book Depository, Direct from Publishers and Exempt Vendors, SDMC No. 26-0006-BS, Estimated in the Amount of $5,000,000.00 (Multiple Funding Sources)

10.10. Approval of Purchase(s) of Testing Materials, SDMC NO 26-0007-BS, Estimated in the Amount of $950,000.00 (Multiple Funding Sources)

10.11. Approval to Purchase 2025 Public Safety Bi-Directional Amplifier (BDA), Distributed Antenna System (DAS), 5-Year Extended Maintenance Service Agreement - Agreement Between Owner and Motorola Solutions, Inc. in the Amount of $235,618.00 (Capital Funds)

10.12. Approval of Revised Agreement for Purchase and Sale of Property-Jones Potato Farm School Site -School AA (Capital Funds)

10.13. Approval of Manatee Technical College Law Academy Firing & Driving Range - Substantial Completion and Certificate of Occupancy (No Financial Impact)

10.14. Approval of Oneco Elementary School - Addition and Renovation - Partial Substantial Completion and Certificate of Completion - Building 3 (No Financial Impact)

10.15. Approval of Quitclaim Deed at Intersection of State Road 64 and Travelers Palm Drive (No Financial Impact)

10.16. Barbara A. Harvey K-8 at North River Ranch - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)

10.17. Approval of MTC Aviation Hangar - Agreement Between Owner and Johnson-Laux Construction, LLC. In the Amount of $23,115.00 (Federal Grant Funds)

Chair Choate closed the Regular Meeting and called to order the Public Hearing at 6:40 PM.

11) PUBLIC HEARING

11.1 Public Hearing for Consideration to Adopt and Amend School Board Policies

Chair Choate called for open public comment, seeing none, closed the Public Hearing and reconvened the Regular Meeting at 6:41 PM.

Chair Choate called a recess at 6:41 PM and reconvened at 6:54 PM.

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

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

12.1a. Motion to Approve the Resignation of Employee While Under Investigation

RESULT:	**Passes [4-1]**
MOVER:	Richard Tatem
SECONDER:	Heather Felton
AYES:	Chad Choate, Heather Felton, Charles Kennedy, Richard Tatem
NAYS:	Cindy Spray

The Superintendent provided an overview of the process of resignations as well as the process of investigations and the right to due process afforded each employee of the District. Mr. Kevin Pendley, General Counsel, provided additional information and noted compliance with S. 1012.796, Florida Statutes regarding the legal process. Also noted by Mr. Pendley was the fact that a resignation while under investigation flags the employee's certificate at DOE in the same manner as a termination.

The Board held a discussion.

Additional information was provided by Ms. Patricia Petruff, School Board attorney, regarding the pursuit of termination versus accepting the resignation. The recommendation of the School Board attorney was to accept the employee resignation while under investigation so that the Department of Education can move forward with their process of flagging and/or revoking certifications.

Superintendent Wysong, Mr. Pendley, and Ms. Petruff, responded to additional Board concerns and provided information regarding the District's investigation process.

Chair Choate provided a statement of his opinion and called for a vote regarding the acceptance of the resignation while under investigation.

Chair Choate left the meeting and handed the gavel to Vice Chair Spray at 7:42 PM.

Vice-Chair Spray called a recess at 7:42 PM and reconvened the meeting at 7:50 PM.

13) NEW BUSINESS (NON-CONSENT ITEMS)

13.1 Motion to Approve to Adopt and Amend School Board Policies (General Fund)

RESULT:	**Adopted [3-1]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Heather Felton, Charles Kennedy [Choate not present]
No:	Richard Tatem

The Board held a discussion. Board Member Tatem requested to amend the motion; the request failed for a lack of a second. The Board voted.

13.2 Motion to Approve Reimbursement Resolution 2025-002 for Expenditures for New High School AAA (No Financial Impact)

RESULT:	**Adopted [4-0]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem [Choate not present]

13.3 Approval of the Revised Job Description of Position for Lead Guardian (No Financial Impact)

RESULT:	**Adopted [4-0]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem [Choate not present]

Superintendent Wysong spoke regarding the job description on agenda numbers 13.3. and 13.4.

13.4 Motion to Approve Revised Job Description and Position of School Safety Guardian (No Financial Impact)

RESULT:	**Adopted [4-0]**
MOVER:	Heater Felton
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem [Choate not present]

13.5 Motion to Approve Revision of Job Description and Position of Literacy Coach (No Financial Impact)

RESULT:	**Adopted [4-0]**
MOVER:	Heather Felton
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem [Choate not present]

13.6 Motion of Approval of the Agreed Upon American Federation of State, County, and Municipal Employees (AFSCME) Raise Terms in the Amount of $2,497,519 from the General/Food Service Fund, and Ratification of the Superintendent's Signature on Memorandum of Understandings (MOU's) for Millage and Millage Carryforward Distribution in the Amount of $6,887,333. (Multiple Funding Sources)

RESULT:	**Adopted [4-0]**
MOVER:	Heather Felton
SECONDER:	Charles Kennedy
AYES:	Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem [Choate not present]

Superintendent Wysong noted the vote on this item would finalize ratification of the 2024-2025 contract for the AFSCME bargaining group. Superintendent Wysong then provided pertinent payroll dates associated with the implementation of bonuses, raises, and retroactive pay for the bargaining group.

The Board members thanked District employees and staff for their participation and hard work.

13.7 Motion for Approval of Advertising a Notice of Intent to Amend School Board Policies, Including New Board Policies, and Setting a Public Hearing at the Board Meeting on June 10, 2025 (General Fund)

RESULT:	**Adopted [4-0]**
MOVER:	Charles Kennedy
SECONDER:	Heather Felton
AYES:	Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem [Choate not present]

Superintendent Wysong read the list of policies to be amended and noted the upcoming workshop would cover all questions regarding the changes to the policies.

14) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

14.1 Motion to Approve the Resignation of Citizen's Financial Oversight Committee Member (No Financial Impact)

RESULT:	**Adopted [4-0]**
MOVER:	Ken
SECONDER:	fel
AYES:	Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem [Choate not present]

The Board held discussion and thanked Ms. Holly Johnson for her service on the CFOC Committee.

14.2 Discussion Regarding the Audit Committee Charter

Board Member Kennedy provided an overview of a charter change that would incorporate the CFOC into the Audit Committee. The Board asked questions and held discussions. Mr. Kennedy stated that using the preferences from the discussion, he would create another draft for additional discussion.

15) REPORTS AND PRESENTATIONS

15.1 Voluntary Prekindergarten (VPK) Programs and Accountability

The following staff provided a presentation to the School Board regarding VPK Programs.

- Dr. Laurie Breslin, Executive Director, Student Support & Family Services
- Dr. Sheila Halpin, Director, Early Learning Education
- Mr. Evan McCarthy, Director, Assessment

Included in the presentation were the following topics:

- Voluntary Prekindergarten (VPK)
- VPK in the School District of Manatee County
- Program Quality - The Classroom Scoring System (CLASS)
- Student Achievement (FAST Star Early Literacy)
- VPK Performance Metrics
- 2023-2024 VPK Performance Designation
- 2024-2025 VPK FAST Results
- Targeted Support = Student Achievement

16. INFORMATION ONLY (No Board Action Required)

17) UPDATES

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

- Overview of recent District events including upcoming statewide and national competitions
- National Honor Society inductees at Manatee Technical College (MTC)
- Summer High School MTC program – information available at High School

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

- Noted upcoming job fairs – pathway to teaching, operations job fair
- Food and Nutrition Services
- Summer transportation and training update
- Thanked Board for approving the Consent agenda

17.3. LEGAL DEPARTMENT UPDATE
Ms. Patricia Petruff, Board Attorney, noted there was one update regarding a potential encroachment on School District property. Ms. Petruff noted the legal team would be sending a letter to the parties involved and will provide follow-up when available.

18) SUPERINTENDENT REMARKS
Superintendent Wysong updated the Board with the following:
- Thanked the Board for approving the consent agenda and highlighted key items approved including apprenticeship programs
- Provided an overview of recent school visits and District events

19) BOARD COMMENTS

Board Member Kennedy
- Thanked staff for putting the Board Meeting together

Board Member Tatem
- Safety briefing regarding safe driving

Board Member Felton

- Informed Board of recent District visits

Vice-Chair Spray
- Noted recent District visits and events

20) ADJOURNMENT

There being no further business to come before the Board, Vice-Chair Spray adjourned the Meeting at 9:33 PM.

_____
Chad Choate, III
Chairman

NOTICE

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

Minutes
May 2, 2025
Workshop - 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

I) CALL TO ORDER

Attendee Name	Status
Dr. Jason C. Wysong, Superintendent Joseph Ranaldi, Deputy Superintendent of Operations Derek Jensen, Deputy Superintendent of Instructional Services Rachel Sellers, Deputy Superintendent of Business Services Chad Choate, Chairman Cindy Spray, Vice-Chairman Heather Felton, Board Member Charles Kennedy, Board Member Richard Tatem, Board Member Patricia Petruff, Board Attorney Kevin Pendley, General Counsel	Present

Chair Choate called the Workshop to order at 10:00 AM.

II) PUBLIC COMMENTS

Public Comments as follows:

- Stephen Zickafoose
- Danielle Hartley
- Dr. Carold Scholz
- Michael Mears

III) WORKSHOP

1. Discussion Regarding Intent to Amend School Board Policies, to Include New Policies

Mr. Kevin Chapman, Executive Director of Administration, provided an overview of the policies and bylaws that have been published as requests to amend. The advertised amendments will allow District bylaw and policy to conform to current legislation and statute updates.

The Board held discussion regarding the following bylaws and policies:

Bylaw 0100 – Definitions (Revised)
Bylaw 0131.1 – Technical Edits (Revised)
Policy 1430.03 – Sick Leave (Revised)
Policy 5112 – Entrance Requirements (Revised)

Policy 5330.04 – Administration of Short Acting Bronchodilators (New)
Policy 5335.02 – Diet Modifications and Food Allergies (Revised)
Policy 6111 – Internal Controls (Revised)
Policy 7510 – Use of District Facilities (Revised)

The Board held discussions regarding the use of facilities and noted the interest of a facilities use Workshop. Additional information regarding Board follow up was provided with Superintendent Wysong and Mr. Joseph Ranaldi, Deputy Superintendent of Operations. The overview of policies continued.

Policy 8405 – School Safety and Security (Revised)
Policy 8406 – Reports of Suspicious Activity and Potential Threats (Revised)
Policy 8407 – Safe School Officers (Revised)
Policy 8500 – Food and Nutrition Services Program (Revised)
Policy 8510 – Nutrition and Wellness (Revised)

The Board asked questions and held discussion throughout the presentation. Ms. Regina Thoma, Director of Food and Nutrition provided additional information.

2. Board Discussion Regarding Federal Lobbyist Contract

Board Member Tatem noted his request for dialogue to acquire a federal lobbyist, for the purpose of advocating for changes to the Individuals with Disabilities Education Act (IDEA).

The Board asked questions and held discussion; additional information was provided by Mr. Kevin Chapman, Executive Director of Administration and Strategic Planning. Guidance from the Board included a request for further exploration, to include a scope and cost analysis of other districts in the state who contracted with a Federal Lobbyist.

3. Transportation Update

Superintendent Wysong provided an overview for the annual transportation update and introduced the following presentors:

- Mr. Joseph Ranaldi, Deputy Superintendent of Operations
- Mr. Willie Clark, Executive Director, School Support Services
- Mr. Jamie Warrington, Director of Transportation

Topics covered by the presentation included the following:

- Overview
- Staffing
- Historical Trends
- Recruitment & Retention Efforts
- Transportation Successes
    - Van Transports
    - Let's Talk
    - On-Time Metrics
    - Bus Hubs
- Transportation Operational Challenges
    - Operator and Maintenance Shortages
    - Traffic, Congestion & Road Construction
    - Significant increase in Special Transportation Needs
    - Student Ridership (Scanning ID's/Mobil Data Terminals)
- Transportation Student Safety Efforts
- Illegal Passing Survey

- Stop Arm Camera Infraction Program
- Q&A

The Board asked questions and held discussion throughout the presentation. The Superintendent noted the high priority level the Board has assigned to transportation improvements, including allocation of resources to make necessary changes District wide.

4. ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 12:10 P.M.

_____

Chad Choate, III
Chairman

NOTICE

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

AGENDA ITEM NO. 7.1

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing

Title
Communications Department Awards (No Financial Impact)

Executive Summary
The School District of Manatee County's Communications Department won two 2025 Medallion Awards of Excellence from the Sunshine State School Public Relations Association.

Contact
Submitting Department: Communications

AGENDA ITEM NO. 9.1

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) - updated 6/5/2025

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

The personnel recommended for appointments for the 2024-2025 and 2025-2026 school years have been interviewed by administrative staff members and have applications with favorable references on file in the Human Resources Department.

The lists for Teachers, Paraprofessionals, SAMP, AFSCME and Non-Bargaining for the 2025-2026 school year are available at the School Support Center in Room 106.

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Dr. Christina Britton

Attachments:
HR Board Material 6.10.25 Meeting - Revised 6.5.25

Hire

Administrative

Type	Name	Department/Location	Position	Effective Date
Hire	Calle, Yasmin	Early Learning	Spec, Child Find (Range $38,525 - $72,666)	5-11-2025
Hire	Calvillo, Paula	Southeast High School	Graduation Enhancement Tech (Range $43,568 - $80,174)	5-18-2025
Hire	Schaaf, Rodney	Food & Nutrition Services	Asst Dir, Food Service (Range $68,161 - $125,649)	5-19-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Hire	Darville, Robyn	Food & Nutrition Services	Food Service-5 hr, Floater	5-12-2025
Hire	Hines, Monique	Manatee Technical College	Secretary, Senior School, MTC	5-27-2025
Hire	Londono, Paula	Dropout Prevention & Alt Ed	Custodian 8 Hr	5-12-2025
Hire	Lorenzo Silveira, Yampier	Oneco Elementary School	Custodian 8 Hr	5-12-2025
Hire	Nickles, Scott	Warehouse	Clerk, Receiving	5-19-2025
Hire	Oviedo, Claudia	Lake Manatee K-8 School	Clerk, Guidance	7-27-2025
Hire	Rhodes, Sheryl	Maintenance & Operations	Clerk, Accounting II	5-12-2025
Hire	Rojo Martinez, Josefina	Manatee High School	Custodian 8 Hr	5-12-2025
Hire	Ruiz, Laritza	Dropout Prevention & Alt Ed	Custodian 8 Hr	5-14-2025
Hire	Veliz Barreto, Belkys	Oneco Elementary School	Custodian 8 Hr	5-12-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Hire	Brady, Christopher	Bayshore High School	Tchr, Mathematics, HS University of South Florida Req. #12992	8-3-2025
Hire	Jensen, Sarah	Lakewood Ranch High School	Tchr, Language Arts, HS Florida State University Req. #13016	7-20-2025
Hire	Moreno, Liliana	Braden River Middle School	Tchr, ESOL Resource University of Phoenix Req. #13128	8-3-2025
Hire	Pierre Navarro, Diana	Braden River Elementary School	Tchr, Dual Language, ES Xavier Unv Columbia - Translated & Evaluated Req. #12966	8-3-2025
Hire	Sidonio, Jenna	Freedom Elementary School	Kindergarten Teacher Keiser University Req. #13242	8-3-2025
Hire	Tsimal, Andrey	Lee Middle School	Tchr, Mathematics, MS SUNY Binghamton Req. #13138	8-3-2025
Hire	Wilcoxson, Alexandra	Lakewood Ranch High School	Tchr, Science, HS Stony Brook University Req. #12999	8-3-2025

Promotion

Administrative

Type	Name	Department/Location	Position	Effective Date
Promotion	Chapman, Kevin	From: SDMC School Support Center To: SDMC School Support Center	From: Exec, Director, Administration To: Interim Superintendent	5-20-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Promotion	Chavez, Jeraldini	From: Lee Middle School To: Lee Middle School	From: Tchr Aide, ESE To: Asst, School Clerical, 10 Mo	7-27-2025
Promotion	Escalante, Perla	From: Manatee Technical College Main To: Manatee Technical College Main	From: Secretary, School To: Specialist, Financial Aid	5-12-2025
Promotion	Geel, Jennifer	From: Mills Elementary School To: Mills Elementary School	From: Tchr Aide, ES To: Asst, School Clerical, 10 Mo	7-27-2025
Promotion	Kurer, Laticia	From: Buffalo Creek Middle School To: Buffalo Creek Middle School	From: Worker, Food Service-6 hr To: Asst Manager, Food Service	8-3-2025
Promotion	McCalley, Rachel	From: Harvey Elementary School To: Harvey Elementary School	From: Clerk, Guidance To: Bookkeeper, School, 12 Mo	7-1-2025
Promotion	Powell, Aaliyah	From: Lee Middle School To: Lee Middle School	From: Tchr Aide, MS To: Asst, School Clerical, 10 Mo	7-27-2025
Promotion	Roark, Laura	From: Williams Elementary School To: Wakeland Support Center	From: Manager, Cafeteria I To: Manager, Cafeteria III	8-3-2025
Promotion	Torrey, Emily	From: Harvey Elementary School To: Harvey Elementary School	From: Tchr Aide, ES To: Asst, School Clerical, 10 Mo	7-27-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Promotion	Lear, Shannon	From: Harvey Elementary School To: Harvey Elementary School	From: Tchr Aide, ESE To: Tchr, Autism Spectrum Disorder	7-20-2025

Resignation

Administrative

Type	Name	Department/Location	Position	Effective Date
Resignation	Davies, Jenna	Pupil Personnel Services	School Multi-Tiered Supp Spec.	5-28-2025
Resignation	DiPietro, Michael	ESE	School Psychologist - 11 Mo	6-7-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Resignation	Campos, Jacqueline	Food & Nutrition Services	Worker, Food Service-6 hr	5-17-2025
Resignation	Cerven, Christie	McNeal Elementary School	Tchr Aide, ES	5-31-2025
Resignation	Cowart, Chantel	Bashaw Elementary School	Tchr Aide, ESE	7-31-2025
Resignation	De La Rosa, Jasmin	Food & Nutrition Services	Worker, Food Service-5 hr	5-31-2025
Resignation	Franco Petitt, Ahixanet	Food & Nutrition Services	Worker, Food Service-6 hr	5-29-2025
Resignation	Futchko, Luann	Lakewood Ranch High School	Tchr Aide, ESE, 1:1	5-30-2025
Resignation	Garcia Martin, Jazel	School Bus Transportation	Bus Aide	5-22-2025
Resignation	Garner, Tera	Palmetto High School	Registrar, School II, HS	5-23-2025
Resignation	Herrera, Maria	Palm View K-8 School	Custodian 8 Hr	5-31-2025
Resignation	Heske de Alvarado, Raisa	Miller Elementary School	Tchr Aide, Pre-K Integrated	5-31-2025
Resignation	Johnson, Bethany	Palmetto High School	Asst, School Clerical, 10 Mo	7-2-2025
Resignation	Ordaz Cruz, Veronica	Rogers Garden-Bullock Elementary School	Tchr Aide, ESOL	5-14-2025
Resignation	Patrick, Barbara	Sugg Middle School	Custodian 8 Hr	5-10-2025
Resignation	Pearson, Angelica	Food & Nutrition Services	Worker, Food Service-6 hr	5-31-2025
Resignation	Peterson, Jasmine	Abel Elementary School	Health Aide	5-30-2025
Resignation	Powell, Meagan	Manatee Elementary School	Clerk, Guidance, ES	6-7-2025
Resignation	Rivera, Karina	Kinnan Elementary School	Asst, School Clerical, 10 Mo	6-4-2025
Resignation	Rodriguez Aponte, Janice	Maintenance & Operations	Clerk, Accounting II	5-17-2025
Resignation	Santana-Blas, Celerino	Lincoln Memorial Middle School	Custodian 8 Hr	5-24-2025
Resignation	Sarmiento Almazan, Rebecca	Moody Elementary School	Registrar, School I, ES	5-31-2025
Resignation	Simmons, Susan	Palm View K-8 School	Registrar, School I, ES	5-13-2025
Resignation	Strunk, Roy	Parrish Community High School	Custodian 8 Hr	6-1-2025
Resignation	Torruella, Alexis	School Bus Transportation	Bus Aide	4-30-2025
Resignation	Wells, Nicole	Braden River Elementary School	Nurse, School, LPN	5-23-2025
Resignation	Young, Rhiannon	Food & Nutrition Services	Worker, Food Service-6 hr	5-14-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Resignation	Bintz, Thomas	Palmetto High School	Tchr, Mathematics, HS	5-31-2025
Resignation	Boudreau, Justin	Horizons Academy	Tchr, IND/SC	6-6-2025
Resignation	Couvertier, Martha	Manatee Elementary School	Tchr, VE	5-31-2025
Resignation	Cummins, Kristy	Parrish Community High School	Tchr, EBD/SC	5-31-2025
Resignation During Investigation	Daly, Stefania	Buffalo Creek Middle School	Specialist, Student Support	5-31-2025
Resignation	Dickerson, Curtis	Sugg Middle School	Tchr, Mathematics, MS	5-31-2025
Resignation	DiLiberto, Andrea	McNeal Elementary School	Fourth Grade Teacher	5-31-2025
Resignation	Hall, Brianna	Lincoln Memorial Middle School	Tchr, IND/SC	5-31-2025
Resignation	Hidalgo, Susel	Daughtrey Elementary School	Tchr, Third Grade	5-31-2025
Resignation	Jackson, Shannon	Abel Elementary School	Tchr, Pre-K Handicapped	5-31-2025
Resignation	Johnson, Alyssa	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	6-7-2025
~~Resignation~~	~~Knuth, Wendy~~	~~Bashaw Elementary School~~	~~Fifth Grade Teacher~~	~~5-31-2025~~
Resignation	Lee, Jocelyn	Prine Elementary School	Tchr, IND/SC	5-31-2025
Resignation	Lewis, Nicholas	Palm View K-8 School	Tchr, Music, MS	5-31-2025
Resignation	Lomidze, Nino	Abel Elementary School	Tchr, Pre-K Handicapped	7-22-2025
Resignation	Morales, Sofia	Lee Middle School	Tchr, Mathematics, MS	5-31-2025
Resignation	Ng, Katherine	Braden River High School	Tchr, Music, HS	5-31-2025
Resignation	Reeves, Zachary	Braden River High School	Tchr, VE	5-31-2025
Resignation	Robertson, April	Sea Breeze Elementary School	Second Grade Teacher	5-31-2025
Resignation	Rodgers, Kaitlyn	Daughtrey Elementary School	Tchr, VE	7-2-2025
Resignation	Welch, Robert	Sugg Middle School	Tchr, EBD/SC	5-31-2025
Resignation	Williams, Christina	Palmetto Elementary School	Fifth Grade Teacher	5-31-2025
Resignation	Wright, Owen	Sugg Middle School	Tchr, Science, MS	5-31-2025

Rescinded 6.4.25

Retirement

Administrative

Type	Name	Department/Location	Position	Effective Date
Retirement	Edwards, Kregg 16.07 Years of Service	Information Technology	Field Technician	9-1-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Retirement	Chandler, Rose 33.10 Years of Service	Williams Elementary School	Tchr Aide, ESE, 1:1	9-1-2025
Retirement	Colombo, Maurizio 12.80 Years of Service	Kinnan Elementary School	Custodian 8 Hr	6-3-2025
Retirement	Parrish, Linda 15.80 Years of Service	Food & Nutrition Services	Worker, Food Service-5 hr	5-31-2025
Retirement	Powell, Kathleen 34.53 Years of Service	Rogers Garden-Bullock Elementary School	Tchr Aide, ESE	8-3-2025
Retirement	Slicker, Amy 25.90 Years of Service	Anna Maria Elementary School	Registrar, School I, ES	8-23-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Retirement	Blue, Jacquelyn 22.70 Years of Service	Moody Elementary School	Fourth Grade Teacher	8-1-2025
Retirement	Buckley, David 30.09 Years of Service	Southeast High School	Tchr, Agriculture/Nat Resrcs	8-5-2025
Retirement	Davis, Anne 32.40 Years of Service	Blackburn Elementary School	Pathologist, Speech & Language	8-1-2025
Retirement	Fleck, Elizabeth 36.50 Years of Service	Lee Middle School	Tchr, Mathematics, MS	5-31-2025
Retirement	Hoover, Wendy 25.90 Years of Service	Palmetto High School	Tchr, Science, HS	8-1-2025
Retirement	Hunt, Todd 18 Years of Service	Access to Education	Tchr, VE/SC	5-31-2025
Retirement	Kimbrell, Katharine 33.20 Years of Service	Braden River Middle School	Tchr, VE	8-4-2025
Retirement	Weight-Lukes, Jacque 6 Years of Service	Palm View K-8 School	Tchr, Music, ES	5-31-2025
Retirement	Yancey, Lori 34 Years of Service	Nolan Middle School	Tchr, Physical Educ, MS	7-1-2025

Death

Instructional

Type	Name	Department/Location	Position	Effective Date
Death	Jeffers, Scott 27.9 Years of Service	Nolan Middle School	Specialist, Student Support	5-23-2025

Termination

Educational Support

Type	Name	Department/Location	Position	Effective Date
Term During Probation	Hernandez-Rivera, Kiara	Bayshore Elementary School	Tchr Aide, ESOL	5-9-2025
Term During Probation	Hines, Tiffany	Palmetto Elementary School	Tchr Aide, ESE, 1:1	5-17-2025
Job Abandonment	Young, Leanna	School Bus Transportation	Bus Aide	5-10-2025

Instructional

Type	Name	Department/Location	Position	Effective Date	
Term During Probation	Brinson, Shakeria	Williams Elementary School	Tchr, Kindergarten	5-17-2025	
Termination	Fell, Oliver	Haile Middle School	Tchr, ASD	6-5-2025	Added 6.5.25

Transfer

Administrative

Type	Name	Department/Location	Position	Effective Date
Transfer	Barnes, Felisha	From: SDMC School Support Center To: SDMC School Support Center	From: Specialist, Safety & Security; Pupil Svcs To: Specialist, Safety & Security; Security	7-1-2025
Transfer	Borkowski, Tammilyn	From: Professional Support Center To: Professional Support Center	From: School Psychologist To: School Psychologist, 10.5 Mo	7-27-2025
Transfer	Chronis, Steven	From: SDMC School Support Center To: SDMC School Support Center	From: Coord, District Threat Mmgt; Pupil Svcs To: Coord, District Threat Mmgt; Security	7-1-2025
Transfer	Devereaux, Helen	From: Professional Support Center To: Professional Support Center	From: Secretary, Administration To: Analyst, Budget I	5-25-2025
Transfer	Smith, Carrie	From: SDMC School Support Center To: SDMC School Support Center	From: Specialist, Benefits To: Other Fiscal Employee	5-11-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Transfer	Alvarez Lugo, Jessica	From: Daughtrey Elementary School To: Braden River High School	From: Custodian 8 Hr To: Custodian 8 Hr	5-25-2025
Transfer	Ballard, Juliana	From: Lakewood Ranch High School To: Palmetto High School	From: Asst Manager, Food Service To: Asst Manager, Food Service	8-3-2025
Transfer	Barrera, Elna	From: Williams Elementary School To: Harvey Elementary School	From: Worker, Food Service-5 hr To: Worker, Food Service-6 hr	8-6-2025
Transfer	Colon Colon, Raysa	From: Wakeland Support Center To: Bayshore High School	From: Food Service-5 hr, Floater To: Worker, Food Service-5 hr	5-11-2025
Transfer	Donatelli, Susan	From: Moody Elementary School To: Moody Elementary School	From: Tchr, Second Grade To: Paraprofessional, Title I, ES	8-3-2025
Transfer	Farquharson, Brittany	From: Wakeland Support Center To: Wakeland Support Center	From: Manager, Cafeteria I, Floater To: Manager, Cafeteria I	8-3-2025
Transfer	Liemann, Michelle	From: Samoset Elementary School To: Williams Elementary School	From: Manager, Cafeteria II To: Manager, Cafeteria I	8-3-2025
Transfer	Mueller, Claudia	From: Palmetto High School To: Harvey Elementary School	From: Worker, Food Service-6 hr To: Worker, Food Service-6 hr	8-6-2025
Transfer	Narvaez, Sulaika	From: Williams Elementary School To: Harvey Elementary School	From: Custodian 8 Hr To: Custodian 8 Hr	5-25-2025
Transfer	Olivero Dominguez, Maria	From: Harvey Elementary School To: Harvey Elementary School	From: Worker, Food Service-6 hr To: Worker, Food Service-5 hr	8-6-2025
Transfer	Padgett, Lucila	From: Buffalo Creek Middle School To: Harvey Elementary School	From: Worker, Food Service-6 hr To: Worker, Food Service-6 hr	8-6-2025
Transfer	Talavera, Ingrid	From: Moody Elementary School To: Professional Support Center	From: Tchr Aide, ESOL To: Asst, School Clerical, 10 Mo	7-27-2025
Transfer	Tomasso, Sherry	From: Gullett Elementary School To: Lake Manatee K-8 School	From: Asst, School Clerical, 10 Mo To: Asst, School Clerical, 10 Mo	7-27-2025
Transfer	Townsel, Eric	From: Braden River Elementary School To: Ballard Elementary School	From: Manager, Cafeteria I To: Manager, Cafeteria I	8-3-2025
Transfer	Wysong, Jason	From: SDMC School Support Center To: SDMC School Support Center	From: District Superintendent To: Assoc Superintendent, Admin	5-20-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Transfer	Goldsmith, Vanessa	From: Manatee Elementary School To: Manatee Elementary School	From: Graduation Enhancement Tech To: Tchr, Second Grade	7-20-2025
Transfer	Harris, Lynzi	From: Sugg Middle School To: Palmetto Elementary School	From: Coord, School To: Specialist, Student Support	8-3-2025
Transfer	Keats, Michelle	From: Freedom Elementary School To: Professional Support Center	From: Tchr, Second Grade To: Tchr-Spcl Assgn,Basic Instruct	7-13-2025

AGENDA ITEM NO. 9.2

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Dr. Christina Britton

Attachments:
OOF Content 6.10.25 Meeting
OOF ESOL 6.10.25 Meeting
OOF Reading 6.10.25 Meeting

Out of Field Content 6/10/2025 Board Meeting

EMPLOYEE_NAME	POSITION_DESCR	OOF Description	Due Date	OOF Completed?
Brod,Leah Bea	Tchr, Pre-K Handicapped	Elementary Education K-6	5/31/2022	N
Brod,Leah Bea	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	11/6/2025	N
Fraley,Leah Nicole	Kindergarten Tchr	Autism Endorsement Year 1	5/31/2020	N
Fraley,Leah Nicole	Kindergarten Tchr	Autism Endorsement Year 2	5/31/2021	N
Hammer,Lisa	First Grade Teacher	Educational Media Specialist PK-12	1/10/2022	N
Hammer,Lisa	First Grade Teacher	Elementary Education K-6	1/10/2022	N
Horn,Kayla Anne	Tchr, STEM	Elementary Education K-6	2/3/2026	N
Munive,Daniel A	Tchr, ESOL Resource	Exceptional Student Education K-12	5/31/2021	N
Rath,Halen Chrisitian	Tchr, VE/SC	Elementary Education K-6	8/1/2025	N
Bennett,Robert C.	Tchr, VE	Elementary Education K-6	5/31/2021	N
Bennett,Robert C.	Tchr, VE	Autism Endorsement Year 1	5/31/2021	N
Bennett,Robert C.	Tchr, VE	Autism Endorsement Year 2	5/31/2022	N
Calhoun,Katharine Esther	Tchr, VE	Mathematics 6-12	2/7/2026	N
Childers,Kelly L.	Tchr, VE	Art K-12	1/21/2022	N
Childers,Kelly L.	Tchr, VE	Elementary Education K-6	1/21/2022	N
Conrad,Natalie Nicole	Tchr, Science, HS	Middle Grades Mathematics 5-9	11/27/2024	N
Dejneka,Ulyana Bushnell	Tchr, ESOL Resource	Art K-12	5/31/2023	N
Jones Jr,Thirus	Tchr, Mathematics, HS	Mathematics 6-12	2/5/2025	N
Mclellan,Denise M.	Tchr, IND/SC	Art K-12	2/7/2026	N
Neathery,Michele E.	Tchr, Reading, HS	English 6-12	5/31/2021	N
Rupp,Michael	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024	N
Silva,John L.	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019	N
Townson,Dana D.	Tchr, Electronics	Engineering and Technology Education	5/31/2025	N
Wilcox,Jennifer Elaine	Tchr, VE	Mathematics 6-12	5/31/2025	N
Baxter,Maurice R.	Tchr, VE	PreKindergarten/Primary Education PK-3	2/2/2025	N
Brown,Brittanie	Second Grade Teacher	Elementary Education K-6	2/2/2025	N
Couvertier,Martha	Tchr, VE	Elementary Education K-6	5/31/2023	N
Delgado,Edmundo A.	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025	N
Deligiannis,Maria Mina	Second Grade Teacher	Readinbg K-12	2/7/2026	N
Denise,Abigail	Reading Coach, ES	Exceptional Student Education K-12	5/31/2025	N
Engram,Leah Sharai	Counselor, ES	Exceptional Student Education K-12	5/31/2025	N
Franklin,Katrina N.	Third Grade Teacher	Elementary Education K-6	11/1/2022	N
Hamilton,Sabrina	Fourth Grade Teacher	Elementary Education K-6	5/31/2023	N
Mendez,Jessica	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023	N
Negroni,Ivette	Second Grade Teacher	Exceptional Student Education K-12	5/31/2023	N
Shimmell,Mercedes	Kindergarten Teacher	Elementary Education K-6	5/31/2024	N
Smith,Carleen M.	Kindergarten Teacher	Elementary Education K-6	9/22/2024	N
Woughter,Cari	Fifth Grade Teacher	PreKindergarten Disabilities Endorsement	10/19/2019	N
Bollmeyer,Lyn M	Tchr, Art, HS	Art K-12	5/31/2025	N
Bracciano,Kathryn E	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021	N
Bragg,William E	Tchr, ESOL Resource	World Language – Spanish K-12	5/31/2024	N
Egyed,Peter P.	Tchr, ASD	Art K-12	5/31/2021	N
Garrity,Patrick	Tchr, Other Classroom	Business Education 6-12	10/15/2019	N
Keen,Bethaney	Tchr, Mathematics, HS	Mathematics 6-12	2/7/2026	N
Kilkowski,Harry J	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2025	N
Manion,Kyle	Tchr, VE	Middle Grades General Science 5-9	5/31/2025	N
Manion,Kyle	Tchr, VE	Social Science 6-12	5/31/2025	N
Manion,Kyle	Tchr, VE	Exceptional Student Education K-12	5/31/2025	N
Powley Link,Melissa Anne	Tchr, Applied Technology	Business Education 6-12	5/31/2024	N
Price,Kavious D	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023	N
Reynolds,Jennifer L.	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022	N
Rodgers,Susan D.	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020	N
Rodgers,Susan D.	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021	N
Rodgers,Susan D.	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022	N
Rodgers,Susan D.	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023	N
Nueva,Abigail Salazar	Tchr, VE/SC	Elementary Education K-6	11/21/2022	N
Westendorf,Michelle S.	First Grade Teacher	Exceptional Student Education K-12	1/11/2022	N
Huber,Kelly E.	Fifth Grade Teacher	Elementary Education K-6	5/31/2025	N
Allen,Kayci Ann	Tchr, Third Grade	Elementary Education K-6	5/31/2025	N
Bartens,Jennifer Ann	Kindergarten Teacher	PreKindergarten/Primary Education PK-3	11/3/2024	N
Fishman,Farrah	Second Grade Teacher	Elementary Education K-6	5/31/2023	N
Arambulo,Patricia	Fourth Grade Teacher	Elementary Education K-6	5/31/2025	N
Artis,Heather E.	Tchr, VE	Exceptional Student Education K-12	5/31/2022	N
CARDER,ARIADNE	First Grade Teacher	World Language – Spanish K-12	5/31/2023	N
Cummings,Stacy A.	Tchr, Third Grade	Elementary Education K-6	5/31/2025	N
Daum,Jennifer	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025	N
Huffman,Julia Marie	Third Grade Teacher	Elementary Education K-6	5/31/2020	N

Out of Field Content 6/10/2025 Board Meeting

Johnson,Jalla Shandell	Tchr, Third Grade	English 6-12	5/31/2025	N
Pollack Servoss,Fay K.	Spec, Media, ES	Middle Grades General Science 5-9	9/24/2021	N
Shreve,Heather	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022	N
Zuluaga,Diana	Second Grade Teacher	Elementary Education K-6	5/31/2023	N
Ciasto,Kailah Marie	Fourth Grade Teacher	Elementary Education K-6	5/31/2025	N
Fearon,Victoria A.	Tchr, VE	Elementary Education K-6	5/31/2019	N
Lewis,Nicholas	Tchr, Music, MS	Elementary Education K-6	2/7/2026	N
Munn,Kristen M	Teacher, Woz Support, ES	Elementary Education K-6	2/12/2026	N
Pippin,Tami Lynn	Tchr, VE	Autism Endorsement Year 2	5/31/2022	N
Disney,Jessica Lee	Tchr, ASD	PreKindergarten Disabilities Endorsement	10/22/2023	N
Borcsok Imri,ZsuZsanna	Tchr, VE/SC	Elementary Education K-6	4/1/2025	N
Henriquez Mendoza,Daniela L	First Grade Teacher	PreKindergarten/Primary Education PK-3	5/31/2023	N
Narvaez,Cristina	Tchr, ASD	Elementary Education K-6	2/7/2026	N
Ansbro,Emily	Tchr, Language Arts, HS	English 6-12	2/7/2023	N
Barco,Adriana	Tchr, HS Classroom	World Language – Spanish K-12	5/31/2024	N
Corbett,Brooke E.	Specialist, Student Support	World Language – Spanish K-12	10/11/2021	N
Freeman,Cynthia S.	Tchr, Reading, HS	English 6-12	5/31/2024	N
Garner,Alex Galen	Tchr, Technology	Mathematics 6-12	1/10/2023	N
Garner,Alex Galen	Tchr, Technology	Business Education 6-12	1/10/2023	N
Johnson,Mackenzie Taylor	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024	N
Kozuch,Samantha	Tchr, Physical Educ, HS	Health K-12	5/31/2023	N
Lazzari,Michael	Tchr, IND/SC	Elementary Education K-6	5/31/2026	N
Martin,Roderick	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020	N
Morvan,Rodney	Tchr, Technology	Engineering and Technology Education	5/31/2025	N
Thomas,Alex H	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2025	N
Thomas-Stockner,Brigid A.	Tchr, Reading, HS	English 6-12	2/7/2026	N
Webb,James H	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022	N
Wood,Terry Annette	Tchr, VE/SC	Exceptional Student Education K-12	8/1/2025	N
Karlsson,Lisbeth	Second Grade Teacher	Elementary Education K-6	5/31/2024	N
Mercado,Giovanna	Kindergarten Teacher	PreKindergarten/Primary Education PK-3	7/13/2018	N
Steffensen,Kira	Second Grade Teacher	Elementary Education K-6	1/5/2025	N
Steinberg,Brittney S	Kindergarten Teacher	Autism Endorsement Year 1	5/1/2020	N
Steinberg,Brittney S	Kindergarten Teacher	Autism Endorsement Year 2	5/1/2021	N
Cansdale,Emma Mary	Fourth Grade Teacher	Elementary Education K-6	10/27/2025	N
Griggs,Rachel Louise	Third Grade Teacher	Elementary Education K-6	5/31/2024	N
Hodge,Doni E.	Fourth Grade Teacher	Educational Media Specialist PK-12	5/1/2022	N
Keiper,Keala Pamela Ros	Tchr, Pre-K Handicapped	Elementary Education K-6	5/31/2022	N
Keiper,Keala Pamela Ros	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2022	N
Reynolds Sr,Kyler Demarco	Specialist, Student Support	Mathematics 6-12	5/31/2021	N
Bishop,Meghan Kathleen	Coordinator, IB	Middle Grades General Science 5-9	10/7/2020	N
Cheek,Jeremiah James	Tchr, Science, HS	Social Science 6-12	5/31/2025	N
Devlin,Brittany	Tchr, Science, HS	Gifted Endorsement Class 2	5/30/2020	N
Epstein,Nancy	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023	N
Farrow,Brandon Joshua	Tchr, IND/SC	Elementary Education K-6	5/31/2025	N
Kearney Jr,Vernon Lenior	Tchr, EBD/SC	Elementary Education K-6	2/21/2020	N
Kearney Jr,Vernon Lenior	Tchr, EBD/SC	Exceptional Student Education K-12	5/31/2020	N
Kretchman,Elly Justine	Reading Coach, HS	Readinbg K-12	5/31/2025	N
McNamara,Hailey Erica	Tchr, Other Classroom	Business Education 6-12	5/31/2025	N
Muntz,Steve Marshall	Tchr, Business Technology	Mathematics 6-12	5/31/2021	N
Searls,Darvin L.	Specialist, Student Support	Exceptional Student Education K-12	10/8/2021	N
Smith,Anthony Charles	Tchr, Reading, HS	Mathematics 6-12	5/31/2024	N
Swinkels,Katherine	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021	N
Mauk,Kyle	Tchr, STEM	Elementary Education K-6	12/2/2020	N
Mauk,Kyle	Tchr, STEM	Exceptional Student Education K-12	12/2/2021	N
McGarry,Hunter	Tchr, VE	Elementary Education K-6	5/31/2022	N
McGarry,Hunter	Tchr, VE	Autism Endorsement Year 1	5/31/2022	N
McGarry,Hunter	Tchr, VE	Autism Endorsement Year 2	5/31/2023	N
Miller,Angela Glenda	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021	N
Miller,Angela Glenda	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022	N
Murray,Bernatta Dealcia	Tchr, Pre-K Integrated	Elementary Education K-6	5/31/2025	N
Pope,Eleanor S.	Tchr, ASD	Elementary Education K-6	1/30/2025	N
Riggio,Joseph M	Tchr, Art, ES	Elementary Education K-6	10/22/2023	N
Warnock,Amelia	Tchr, ASD	Exceptional Student Education K-12	5/31/2025	N
DHaiti,Joseph	Tchr, IND/SC	Elementary Education K-6	5/31/2025	N
Ngo,Jacqueline L	First Grade Teacher	World Language – Spanish K-12	5/31/2021	N
Quirino,Amanda	Second Grade Teacher	Elementary Education K-6	1/21/2026	N
Geldmaker,Stephanie	Tchr, VE	Elementary Education K-6	5/31/2022	N
Goodyear,Calaina R	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020	N

Out of Field Content 6/10/2025 Board Meeting

Malone,Christopher	Tchr, Language Arts, MS	Middle Grades English 5-9	2/7/2026	N
Mccoy,Vivian	Tchr, Science, MS	Middle Grades General Science 5-9	2/7/2026	N
Salinas Carias,Stephanie G.	Tchr, ESOL Resource	English 6-12	5/31/2025	N
Samuels,Robert	Tchr, Social Studies, MS	Business Education 6-12	5/31/2024	N
Strom,Cary R	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019	N
Welch,Robert	Tchr, EBD/SC	Elementary Education K-6	12/2/2026	N
Welch,Robert	Tchr, EBD/SC	Exceptional Student Education K-12	12/2/2025	N
Alvarez,Kaitlyn	Second Grade Teacher	Elementary Education K-6	5/31/2025	N
Byrd,Angelik M	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023	N
Byrd,Angelik M	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023	N
Davis,Aleceya	Fifth Grade Teacher	Elementary Education K-6	5/31/2025	N
Grant,Kimberly A.	Tchr, Music, ES	Music K-12	5/31/2025	N
Korschun,Martha	Tchr, ASD	Elementary Education K-6	5/31/2024	N
Lillemon,Samantha	Tchr, VE/SC	Elementary Education K-6	2/7/2026	N
Royer,Madison	Fourth Grade Teacher	Biology 6-12	5/31/2023	N
Simpson,Nickesha Natalee	Tchr, EBD/SC	Elementary Education K-6	5/1/2024	N
Briggs,Jonathan David	Tchr, Business Technology	Engineering and Technology Education	2/7/2026	N
Ebert,Christian	Tchr, IND/SC	Elementary Education K-6	5/31/2025	N
Ebert,Christian	Tchr, IND/SC	Exceptional Student Education K-12	5/31/2025	N
Fontaine,Francine	Tchr, EBD/SC	Middle Grades English 5-9	5/31/2025	N
Fontaine,Francine	Tchr, EBD/SC	Middle Grades Mathematics 5-9	5/31/2025	N
Fontaine,Francine	Tchr, EBD/SC	Middle Grades General Science 5-9	5/31/2025	N
Frech,Aaron	Tchr, Technology	Elementary Education K-6	6/30/2018	N
Galati,Natasha	Tchr, ASD	Middle Grades English 5-9	5/31/2025	N
Galati,Natasha	Tchr, ASD	Middle Grades Mathematics 5-9	5/31/2025	N
Galati,Natasha	Tchr, ASD	Middle Grades General Science 5-9	2/7/2026	N
Marconi,Kathy Lynn	Tchr, VE/SC	Middle Grades English 5-9	5/31/2025	N
Marconi,Kathy Lynn	Tchr, VE/SC	English for Speakers of Other Languages (ESOL) K-12	5/31/2025	N
Marconi,Kathy Lynn	Tchr, VE/SC	Middle Grades Mathematics 5-9	5/31/2025	N
Marconi,Kathy Lynn	Tchr, VE/SC	Middle Grades General Science 5-9	5/31/2025	N
Marconi,Kathy Lynn	Tchr, VE/SC	Middle Grades Social Science 5-9	5/31/2025	N
Perez,Charlene Rene	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2025	N
Rhinesmith,Justin T	Tchr, ASD	Exceptional Student Education K-12	10/21/2025	N
Hoffman,Dawn Renee	Tchr, ASD	Elementary Education K-6	2/7/2026	N
Czajkowski,Krista	Tchr, VE	Elementary Education K-6	5/31/2025	N
Bratton,Kamille J	Tchr, EBD/SC	Exceptional Student Education K-12	5/31/2025	N
Drendel,Karrie	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025	N
Fitzstephens,Tracey D.	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024	N
Napoli,Danielle	Fourth Grade Teacher	Elementary Education K-6	2/2/2025	N
Yueng-Nieves,Kathryn Paula	Tchr, Pre-K	Elementary Education K-6	10/5/2019	N
Boardman,Kerri	Tchr, VE/SC	Elementary Education K-6	5/31/2022	N
Cerpa,Lucy	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	2/7/2026	N
Misla,Rebecca M	Tchr, Art, ES	Elementary Education K-6	9/30/2025	N
Ramirez,Maria Gabriela	Second Grade Teacher	Elementary Education K-6	5/31/2021	N
Rycerz,Cynthia	Tchr, ASD	Elementary Education K-6	5/31/2025	N
Day,Christina Lynn	Tchr, EBD/SC	Middle Grades Mathematics 5-9	5/31/2024	N
Day,Christina Lynn	Tchr, EBD/SC	Middle Grades General Science 5-9	10/16/2022	N
Diss,Amy	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022	N
Massa,Melissa	Tchr, Mathematics, MS	Middle Grades General Science 5-9	5/31/2025	N
Reeves,Patricia	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021	N
Williams,Tara	Tchr, VE	Social Science 6-12	9/5/2018	N
Bailey,Beth	Kindergarten Teacher	Exceptional Student Education K-12	5/1/2020	N
Bayliss,Kathleen C.	Tchr, Pre-K Integrated	PreKindergarten Disabilities Endorsement	5/31/2025	N
Bayliss,Kathleen C.	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2025	N
Collins,Alison	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024	N
Dorman,Brianne	Kindergarten Teacher	Exceptional Student Education K-12	9/15/2022	N
Toglia,Sabrina	Tchr, Fourth Grade	Elementary Education K-6	1/5/2026	N
Coleman,Brittney M	Second Grade Teacher	Exceptional Student Education K-12	2/7/2023	N
McDaniel,Lauren A.	Third Grade Teacher	Educational Media Specialist PK-12	5/31/2022	N
Van Zandt,Mary Beth	Tchr, VE	Elementary Education K-6	1/6/2021	N
Bronson,Jeffrey H.	Tchr, Technology	Engineering and Technology Education	5/31/2024	N
Greene,Nailah D.	First Grade Teacher	Elementary Education K-6	5/31/2019	N
Johnson,Susan K.	Tchr, Gifted	Gifted Endorsement Class 1	11/14/2025	N
Johnson,Susan K.	Tchr, Gifted	Gifted Endorsement Class 2	11/14/2026	N
Johnson,Susan K.	Tchr, Gifted	Gifted Endorsement Class 3	11/14/2027	N
Sabo,Benjamin Thomas	Tchr, Technology	Business Education 6-12	5/31/2024	N
Sabo,Benjamin Thomas	Tchr, Technology	Engineering and Technology Education	10/11/2022	N
Sabo,Terry	Tchr, EBD/SC	Exceptional Student Education K-12	5/31/2025	N

Out of Field Content 6/10/2025 Board Meeting

Burke,Catherine A.	Fifth Grade Teacher	Exceptional Student Education K-12	5/31/2024	N
Sidonio,Jenna	Tchr, EBD/SC	Elementary Education K-6	5/31/2025	N
Birakis,Christina Marie	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024	N
Gibson,Joseph W.	Tchr, Art, MS	Engineering and Technology Education	5/31/2021	N
Jones,Matthew Karl	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2025	N
Jones,Matthew Karl	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2026	N
Jones,Matthew Karl	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2027	N
Maluchnik,Theresa Ann	Tchr, Social Studies, MS	English for Speakers of Other Languages (ESOL) K-12	8/1/2023	N
Stiles,Sandra K.	Tchr, Reading, MS	English 6-12	4/28/2026	N
Blank,Christopher	Tchr, Health, HS	Middle Grades General Science 5-9	10/31/2020	N
Gardner,Kelly Sanford	Tchr, ASD	Autism Endorsement Year 2	5/31/2022	N
Haushalter,Dawn M.	Tchr, ESOL Resource	Biology 6-12	5/31/2025	N
Haushalter,Dawn M.	Tchr, ESOL Resource	English for Speakers of Other Languages (ESOL) Endorsment	5/31/2025	N
Henry,Louis Gerol	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021	N
Long,Benjamin R.	Tchr, Technology	Business Education 6-12	5/31/2024	N
Nolin,Suzanne	Tchr, IND/SC	Elementary Education K-6	12/13/2022	N
Paravicini,Scott F.	Tchr, Physical Educ, HS	Mathematics 6-12	10/31/2020	N
Schultz,Stephen James	Tchr, IND/SC	Mathematics 6-12	2/7/2026	N
Schultz,Stephen James	Tchr, IND/SC	Social Science 6-12	2/7/2026	N
Critzer,Michael	Tchr, VE	Exceptional Student Education K-12	3/31/2025	N
Dykes,Corinne D	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023	N
Dykes,Corinne D	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023	N
Dykes,Corinne D	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023	N
Giraldo,Lori A.	Elementary Teacher	Elementary Education K-6	1/16/2025	N
Horwitz,Chad Stephan	Specialist, Student Support	Middle Grades General Science 5-9	10/30/2023	N
Pimentel,Yris	Tchr, ESOL Resource	Elementary Education K-6	5/31/2025	N
Ramos,Laura Lili	Tchr, Critical Thinking	Middle Grades Mathematics 5-9	11/1/2018	N
Sanders,Tracy L.	Tchr, VE	Middle Grades Mathematics 5-9	2/7/2026	N
Sanders,Tracy L.	Tchr, VE	Middle Grades General Science 5-9	2/7/2026	N
Sanders,Tracy L.	Tchr, VE	Social Science 6-12	2/7/2026	N
Sharbono,Christian C	Tchr, VE	English 6-12	2/7/2025	N
Silva,Jaime S	Tchr, Mathematics, HS	Mathematics 6-12	1/16/2025	N
Wright,Kimberly	Specialist, Student Support	Mathematics 6-12	5/31/2022	N
Austin,Paula	Third Grade Teacher	Middle Grades Mathematics 5-9	2/7/2026	N
Guth,Andrea	Kindergarten Teacher	Elementary Education K-6	10/8/2021	N
Sharp,Ellie	Reading Coach, ES	Readinbg K-12	5/31/2025	N
Snyder,Stephanie Michelle	Third Grade Teacher	Exceptional Student Education K-12	5/31/2025	N
Bankovich,Hilari Leigh	Tchr, IND/SC	Elementary Education K-6	5/31/2025	N
Danyluk,Elizabeth Bruno	Tchr, Language Arts, MS	English 6-12	5/31/2025	N
Hermann,Mark L.	Tchr, VE	Elementary Education K-6	5/31/2024	N
Hipolito,Dominique Gabrielle Chua	Tchr, ASD	Middle Grades English 5-9	5/31/2025	N
Hipolito,Dominique Gabrielle Chua	Tchr, ASD	Middle Grades Mathematics 5-9	8/1/2025	N
Hipolito,Dominique Gabrielle Chua	Tchr, ASD	Social Science 6-12	5/31/2025	N
Ortiz,Joan P.	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021	N
Vonseggern,Byron	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021	N
Benton,Larry D.	Tchr, IND/SC	Hearing Impaired K-12	5/31/2025	N
Cromartie,Kiara Timesha	Tchr, Social Studies, MS	English 6-12	5/31/2019	N
Jones III,Sammie Lee	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2024	N
Mathis,Holly L.	Tchr, ASD	Hearing Impaired K-12	5/31/2025	N
Mathis,Holly L.	Tchr, ASD	Middle Grades Mathematics 5-9	5/31/2025	N
Mathis,Holly L.	Tchr, ASD	Middle Grades Social Science 5-9	5/31/2025	N
Ottlinghaus,William Patrick	Tchr, Mathematics, MS	Mathematics 6-12	12/2/2025	N
Shelby,Tiara Danielle	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2025	N
Williams,Roshun N.	Tchr, EBD/SC	Middle Grades Mathematics 5-9	10/12/2019	N
Williams,Roshun N.	Tchr, EBD/SC	Middle Grades General Science 5-9	10/12/2019	N
Williams,Roshun N.	Tchr, EBD/SC	Middle Grades Social Science 5-9	10/12/2019	N
Chandler,Braden E.	Tchr, VE	Middle Grades General Science 5-9	5/31/2025	N
Chandler,Braden E.	Tchr, VE	Social Science 6-12	5/31/2025	N
Chandler,Braden E.	Tchr, VE	Exceptional Student Education K-12	5/31/2029	N
Foley,Tom	Tchr, Language Arts, HS	English 6-12	5/31/2025	N
Healy,Kelli Randa	Tchr, IND/SC	Elementary Education K-6	11/1/2024	N
Kelly,Marilyn E.	Tchr, Social Studies, HS	Art K-12	5/31/2024	N
Luther,Shannon	Tchr, IND/SC	Elementary Education K-6	2/20/2025	N
Luther,Shannon	Tchr, IND/SC	Exceptional Student Education K-12	2/20/2025	N
Money,Kaitlin E.	Tchr, EBD/SC	Art K-12	5/31/2025	N
Money,Kaitlin E.	Tchr, EBD/SC	Mathematics 6-12	5/31/2025	N
Money,Kaitlin E.	Tchr, EBD/SC	Physical Education K-12	5/31/2025	N
Reeves,Zachary	Tchr, VE	Elementary Education K-6	5/31/2024	N

Out of Field Content 6/10/2025 Board Meeting

Vasquez,Andrea C	Tchr, World Language, HS	Elementary Education K-6	5/31/2021	N
Walter,Tabetha A	Tchr, Drama, HS	Drama 6-12	11/14/2025	N
Bertrand,Amanda Louise	Kindergarten Teacher	Gifted Endorsement Class 3	5/31/2026	N
Jendro,Amy Lea	Counselor, ES	Educational Media Specialist PK-12	5/31/2025	N
Mulligan,Christina	Third Grade Teacher	PreKindergarten/Primary Education PK-3	5/31/2024	N
Barker,Riane	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/16/2026	N
Barker,Riane	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	2/19/2027	N
Conklin,Gregory Steven	Tchr, VE	Elementary Education K-6	2/7/2026	N
Davis,Stacy	Tchr, VE	Elementary Education K-6	5/31/2025	N
Greene,Kristin Steele Inderwiesen	First Grade Teacher	Elementary Education K-6	5/31/2024	N
Lindquist,Katie	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025	N
Tovell,Andrew	Second Grade Teacher	Elementary Education K-6	5/31/2025	N
Wilson,Eugena C.	Third Grade Teacher	Elementary Education K-6	2/7/2026	N
Balsai,Gina Maria	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020	N
Cruz,Marilyn	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019	N
Ison,Kevin Ryan	Tchr, STEM	Elementary Education K-6	10/27/2025	N
Sabatino,Michael	Tchr, EBD/SC	Exceptional Student Education K-12	9/16/2025	N
French,Jennifer B.	Third Grade Teacher	Elementary Education K-6	2/7/2026	N
Goodhue,Susan	Tchr, ASD	Elementary Education K-6	3/21/2024	N
Hodge,Toni Ann	Fourth Grade Teacher	Autism Endorsement Year 1	12/13/2022	N
Hodge,Toni Ann	Fourth Grade Teacher	Autism Endorsement Year 2	12/13/2023	N
John,Melissa K.	Second Grade Teacher	Exceptional Student Education K-12	5/31/2022	N
Pavon,Ana Gabriela	First Grade Teacher	Educational Media Specialist PK-12	1/17/2024	N
Rush,Cynthia Lee	Tchr, Pre-K Handicapped	Mathematics 6-12	5/31/2024	N
Upson,Stephanie	Second Grade Teacher	English 6-12	11/1/2022	N
Badham,Leanne	Fifth Grade Teacher	Elementary Education K-6	1/31/2025	N
Bock,Jessie Rey	Second Grade Teacher	Elementary Education K-6	5/31/2023	N
Anderson,Nadine P	Tchr, Business Technology	Business Education 6-12	5/31/2025	N
Cobb,Sylvia A.	Tchr, IND/SC	Exceptional Student Education K-12	2/7/2026	N
Daly,Stefania D.	Specialist, Student Support	Business Education 6-12	5/31/2023	N
Van Serke,Kelly D.	Spec, Media, MS	Engineering and Technology Education	10/28/2021	N
Zaccaria,Amanda	Tchr, Comm Syst Tech Ed	Engineering and Technology Education	5/31/2025	N
Bailey,Michael C.	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022	N
Bailey,Michael C.	Tchr, Social Studies, HS	English 6-12	10/4/2021	N
Bailey,Michael C.	Tchr, Social Studies, HS	Health K-12	10/4/2023	N
Bailey,Michael C.	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021	N
Clark,Robert Dylan	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024	N
D'Urso,Caitlyn	Tchr, Science, HS	Chemistry 6-12	5/31/2025	N
Driggers,Katherine	Tchr, VE	Exceptional Student Education K-12	5/31/2025	N
Esposito,Juliette	Tchr, Social Studies, HS	Elementary Education K-6	10/30/2023	N
Greene,Caitlyn J	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021	N
Henderson,Deanna	Tchr, Science, HS	Social Science 6-12	9/5/2018	N
Jones,Cary Leigh	Tchr, Technology	Exceptional Student Education K-12	10/4/2022	N
Kennedy,Ryan M.	Tchr, Physical Educ, HS	English 6-12	2/12/2022	N
Mentzer III,John Raymond	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024	N
Siegel,Kristin M.	Tchr, Other Classroom	Biology 6-12	10/19/2021	N
Boyd,Stephanie	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022	N
Callihan,Amanda Lynn	Counselor, MS	Middle Grades English 5-9	9/30/2021	N
Hall,Stephanie	Tchr, IND/SC	Elementary Education K-6	2/7/2026	N
Binks,Hilary	Tchr, ASD	Elementary Education K-6	12/2/2025	N
Fenton,Michelle S. Cogswell	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023	N
Drake,Donnalyn	Tchr, Resource	Middle Grades English 5-9	5/31/2024	N
Durocher,Christy A.	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020	N
Gonzalez,Alexander	Tchr, ESOL Resource, MS	Middle Grades English 5-9	5/31/2025	N
Leonard II,William Fred	Tchr, EBD/SC	Hearing Impaired K-12	5/31/2025	N
Luther,Latece R.	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022	N
Mainer,Angela K	Specialist, Student Support	Elementary Education K-6	5/1/2020	N
Ralston,Emily	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023	N
Simmons,Brittany Nicole	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2024	N
Jenkins,Shamika	Tchr, VE/SC	Elementary Education K-6	1/19/2026	N
Jenkins,Shamika	Tchr, VE/SC	Exceptional Student Education K-12	1/19/2026	N
Rainey,Kharma Rae	Tchr, VE/SC	Elementary Education K-6	5/31/2022	N
Eldib,Hoda Meshal	Tchr, Dropout Prevention, HS	English 6-12	2/20/2026	N
Eldib,Hoda Meshal	Tchr, Dropout Prevention, HS	Middle Grades General Science 5-9	2/20/2027	N
Eldib,Hoda Meshal	Tchr, Dropout Prevention, HS	Social Science 6-12	2/20/2025	N
Eldib,Hoda Meshal	Tchr, Dropout Prevention, HS	Exceptional Student Education K-12	2/20/2028	N
Rosario,Wilfredo	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021	N
Clark,Christy	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020	N

Out of Field ESOL 6/10/2025 Board Meeting

EMPLOYEE_NAME	POSITION_DESCR	OOF Description	Due Date	OOF Completed?
Thomas,Katrina Ellen	Second Grade Teacher	ESOL End. Class 1	8/1/2021	N
Adriano,Victoria Catherine	Specialist, Student Support	ESOL End. Class 1	8/1/2021	N
Alfonso,Raymond Vinarao	Tchr, ASD	ESOL End. Class 1	8/1/2025	N
Burt,Thomas	Third Grade Teacher	ESOL End. Class 1	8/1/2026	N
Simmons,Solanges	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Wylie,Frances C	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Albritton,Jade Savannah	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
Beck,Karen A.	Tchr, VE	ESOL End. Class 1	8/1/2023	N
Beverly,Camden Rain	First Grade Teacher	ESOL End. Class 1	8/1/2026	N
BonRose,Kami Lee	Tchr, EBD/SC	ESOL End. Class 1	8/1/2026	N
Brod,Leah Bea	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023	N
Brown,Robin	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Fraley,Leah Nicole	Kindergarten Tchr	ESOL End. Class 1	8/1/2026	N
Freitag,Oksana Vitalievna	Kindergarten Teacher	ESOL End. Class 1	8/1/2025	N
Ketchum,Kelsey Ann	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Markland,Katherine Luby	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Nichols,Elizabeth Nicole	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Nobile,Selina	Third Grade Teacher	ESOL End. Class 1	8/1/2023	N
Padilla,Christopher D	Third Grade Teacher	ESOL End. Class 1	8/1/2026	N
Pugh,Lauren	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Rath,Halen Chrisitian	Tchr, VE/SC	ESOL End. Class 1	8/1/2026	N
Rostampour,Michael Maziar	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Stanley,Lauren Marie	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Baker,Caitlyn Alexandria	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026	N
Boggs,Olivia J.	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019	N
Lamar,Amber	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019	N
Alfonso,Maridel Lonceroz	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Bernal,Laura Sofia	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023	N
Brown,Brittanie	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Couvertier,Martha	Tchr, VE	ESOL End. Class 1	8/1/2024	N
Delgado,Edmundo A.	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025	N
Deligiannis,Maria Mina	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Engram,Leah Sharai	Counselor, ES	ESOL End. Class 1	8/1/2020	N
Fields,Vincent	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Franklin,Katrina N.	Third Grade Teacher	ESOL End. Class 1	8/1/2023	N
Furman,Claire	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Hamilton,Sabrina	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Shimmell,Mercedes	Kindergarten Teacher	ESOL End. Class 1	8/1/2025	N
Smith,Carleen M.	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Woughter,Cari	Fifth Grade Teacher	ESOL End. Class 1	8/1/2021	N
Aadson,Tatyana B.	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007	N
Carson,Camrynn	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025	N
Casey,Matthew	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025	N
Egyed,Peter P.	Tchr, ASD	ESOL End. Class 1	8/1/2021	N
Mallo,Margaret	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025	N
Sowa,Audrey	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025	N
Casaclang,Aileen	Tchr, ASD	ESOL End. Class 1	8/1/2024	N
Marello,Amanda	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Miller,Sarah Jeffcoat	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N

Out of Field ESOL 6/10/2025 Board Meeting

Nueva,Abigail Salazar	Tchr, VE/SC	ESOL End. Class 1	8/1/2023	N
Raber,Jillisa	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Huber,Kelly E.	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Koch,Whitney Carter	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Royston,Emily Elizabeth	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Spencer,Melissa	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Sullivan,Alexandra	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Toso,Claudia Lucia	Third Grade Teacher	ESOL End. Class 1	8/1/2024	N
Walters,Molli Martin	Kindergarten Teacher	ESOL End. Class 1	1/9/2024	N
Zavala,Karina	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
AVILA,ANGELITA YBARRA	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Allen,Kayci Ann	Tchr, Third Grade	ESOL End. Class 1	8/1/2026	N
Bartens,Jennifer Ann	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
Comuzzi,Gina M	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Cunningham,Jolissa	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Dubernas,Melissa Noelle	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Fishman,Farrah	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Moreno-Hernandez,Diana M	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023	N
Peart,Tracy Ann N	Third Grade Teacher	ESOL End. Class 1	8/1/2024	N
Solano,Gabriella Renee	Second Grade Teacher	ESOL End. Class 1	8/1/2023	N
Steiner,Kati	Math Coach, ES	ESOL End. Class 1	8/1/2021	N
Van Dyke,Carolyn Louise	First Grade Teacher	ESOL End. Class 1	8/1/2023	N
Wheeler,Lezlie Charlene	Tchr, VE	ESOL End. Class 1	8/1/2026	N
Arambulo,Patricia	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Bartoo,Lyndsey	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
CARDER,ARIADNE	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Davis,Ieshia Nicole	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Gogarty,Ashley	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Lopez,Melissa	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Shreve,Heather	Tchr, Physical Educ, ES	ESOL End. Class 1	8/1/2023	N
Soto,Brunilda	First Grade Teacher	ESOL End. Class 1	8/1/2023	N
Viverito,Christin	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Walker,Catherine J.	Tchr, PI, VE	ESOL End. Class 1	8/1/2024	N
Zuluaga,Diana	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Busick,Katherine	Third Grade Teacher	ESOL End. Class 1	8/1/2024	N
Deans,Sara S	Second Grade Teacher	ESOL End. Class 1	8/1/2022	N
George,Jenna	Second Grade Teacher	ESOL End. Class 1	8/1/2023	N
Gleason,Olivia	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025	N
Munn,Kristen M	Teacher, Woz Support, ES	ESOL End. Class 1	8/1/2026	N
Van Horn,Brenda	Third Grade Teacher	ESOL End. Class 1	8/1/2024	N
Ramsey,Destiny	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2024	N
Borcsok Imri,ZsuZsanna	Tchr, VE/SC	ESOL End. Class 1	8/1/2025	N
Del Cuadro,Sierra	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Diaz,Sarrah Jo	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Gardner,Karen Rose	Tchr, VE	ESOL End. Class 1	8/1/2026	N
Howard,Kelly	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Narvaez,Cristina	Tchr, ASD	ESOL End. Class 1	8/1/2024	N
Schaffer,Victoria	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Vargas Perez,Alicia	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Corn,Samantha	Tchr, IND/SC	ESOL End. Class 1	8/1/2024	N

Out of Field ESOL 6/10/2025 Board Meeting

List,Jennifer	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025	N
Rouse,Brandon	Tchr, Reading, HS	ESOL End. Class 1	8/1/2026	N
Townson,Taylor	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025	N
Boyle,Lauren Elizabeth	Third Grade Teacher	ESOL End. Class 1	8/1/2024	N
Danko,Ashley Anne	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Dykes,Lindsey	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Early,Michelle Sharice	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025	N
Green,Phillip Antonio	Third Grade Teacher	ESOL End. Class 1	10/3/2023	N
Jordan,Andrea	Kindergarten Teacher	ESOL End. Class 1	8/1/2023	N
Korompilas,Dena Alexandra	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Larocca,Sara Anne	Kindergarten Teacher	ESOL End. Class 1	8/1/2025	N
Lyssy,Connie Campbell	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024	N
Mazelin,Caitlin	Kindergarten Teacher	ESOL End. Class 1	8/1/2023	N
Murphy,Matthew	Tchr, Art, ES	ESOL End. Class 1	8/1/2022	N
Riggins,April L.	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025	N
Sardi,Nicole	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Snodgrass,Cailei Marie	First Grade Teacher	ESOL End. Class 1	8/1/2021	N
Whitlock,Paige	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Baar,Kaylene Jane	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Berumen-Marquez,Blanca Margarita	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Corbett,Katrena Lynn	Fourth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Grundy,Molly	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Hidalgo,Susel	Tchr, Third Grade	ESOL End. Class 1	8/1/2026	N
James,Kaitlyn	Tchr, Art, ES	ESOL End. Class 1	8/1/2024	N
Karlsson,Lisbeth	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
McClintock,Lyndsie	Third Grade Teacher	ESOL End. Class 1	8/1/2024	N
Mercado,Giovanna	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Miller,Elena Marie	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
Nozell,Susan Elizabeth	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Palkovich,Emily G	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Ravn,Rachelle	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Steffensen,Kira	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Taffuri,Diana J	First Grade Teacher	ESOL End. Class 1	8/1/2026	N
Brubacher,Tiffany Kay	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Meilan,Angela Nicole	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Rademacher,Haley Nicole	Third Grade Teacher	ESOL End. Class 1	8/1/2026	N
Anioce,Swenson	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023	N
Davis,Michael R	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024	N
Epstein,Nancy	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2024	N
Farrow,Brandon Joshua	Tchr, IND/SC	ESOL End. Class 1	8/1/2026	N
Gratzer,Hope Elizabeth	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025	N
Kearney Jr,Vernon Lenior	Tchr, EBD/SC	ESOL End. Class 1	8/1/2020	N
Melo Espinosa,Saharai	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019	N
Pernia Guerrero,Jorge	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024	N
Alimon,Jezreel Kim	Tchr, ASD	ESOL End. Class 1	8/1/2024	N
Bagwell,Tiffany	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Barras,Lynn	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Collins,Asia Marie	Second Grade Teacher	ESOL End. Class 1	8/1/2022	N
Collins,Jessica	Fourth Grade Teacher	ESOL End. Class 1	8/1/2022	N
Eurich Plevin,Elizabeth	Tchr, VE/SC	ESOL End. Class 1	8/1/2025	N

Out of Field ESOL 6/10/2025 Board Meeting

Facer,Rebecca	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Feliciano,Sarah	Kindergarten Teacher	ESOL End. Class 1	8/1/2023	N
Leupold,Jonathan	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
McGarry,Hunter	Tchr, VE	ESOL End. Class 1	8/1/2023	N
McNear,Koral	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Miller,Angela Glenda	Tchr, VE/SC	ESOL End. Class 1	8/1/2023	N
Murray,Bernatta Dealcia	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2025	N
Willsen,Eric	Kindergarten Teacher	ESOL End. Class 1	8/1/2025	N
Baity,Reggie	Specialist, Student Support	ESOL End. Class 1	8/1/2023	N
Miller,Joseph Levi	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Quirino,Amanda	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Amanfi,Kwame	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024	N
Geldmaker,Stephanie	Tchr, VE	ESOL End. Class 1	8/1/2023	N
Malone,Meaghan	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
McElroy,Jeannine	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024	N
Nestleroad,Chelsea	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
Salinas Carias,Stephanie G.	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2026	N
Surdovel,James	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025	N
Welch,Robert	Tchr, EBD/SC	ESOL End. Class 1	8/1/2026	N
Alvarez,Kaitlyn	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Batiz,JoAnne	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Byrd,Angelik M	Tchr, Physical Educ, ES	ESOL End. Class 1	8/1/2024	N
Carpenter,Melissa Kay	Third Grade Teacher	ESOL End. Class 1	8/1/2026	N
Davis,Aleceya	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Gilsenan,Nicole	Third Grade Teacher	ESOL End. Class 1	8/1/2026	N
Huggins,Madison	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Jenkins-Wade,Billie	First Grade Teacher	ESOL End. Class 1	8/1/2026	N
Kammou,Hadda	Fourth Grade Teacher	ESOL End. Class 1	8/1/2023	N
Kelly-Walford,Carla S	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Korschun,Martha	Tchr, ASD	ESOL End. Class 1	8/1/2025	N
Lillemon,Samantha	Tchr, VE/SC	ESOL End. Class 1	8/1/2026	N
Simpson,Nickesha Natalee	Tchr, EBD/SC	ESOL End. Class 1	8/1/2025	N
Smith,Gracyn Paige	Third Grade Teacher	ESOL End. Class 1	8/1/2024	N
Troyer,Amanda	Second Grade Teacher	ESOL End. Class 1	6/30/2026	N
Cunningham,Sherry	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2026	N
Fontaine,Francine	Tchr, EBD/SC	ESOL End. Class 1	8/1/2020	N
Galati,Natasha	Tchr, ASD	ESOL End. Class 1	8/1/2022	N
Marconi,Kathy Lynn	Tchr, VE/SC	ESOL End. Class 1	8/1/2023	N
Perez Valdez,Ruth Alexandra	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019	N
Perez,Charlene Rene	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
Gardini,Elizabeth	Fourth Grade Teacher	ESOL End. Class 1	8/1/2020	N
Hoffman,Dawn Renee	Tchr, ASD	ESOL End. Class 1	8/1/2026	N
Jacox,Brianna A	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Muniz,Meghan Faith	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Paris,Maria Jose	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
Simpson,Miquela	Third Grade Teacher	ESOL End. Class 1	8/1/2023	N
Villa,Courtney Raye	Fourth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Czajkowski,Krista	Tchr, VE	ESOL End. Class 1	8/1/2026	N
Anderson,Micah Sarita	Third Grade Teacher	ESOL End. Class 1	8/1/2026	N
Castiglioni,Emily	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N

Out of Field ESOL 6/10/2025 Board Meeting

Clark,David	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Danko,Olivia	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Ketterman,Jared	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Kilguss,Sarah E	Third Grade Teacher	ESOL End. Class 1	8/1/2023	N
Milhaven,James	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Ramos Chesnik,Claudia Marija	Fifth Grade Teacher	ESOL End. Class 1	8/1/2019	N
Sofos,Melissa Renee	Third Grade Teacher	ESOL End. Class 1	8/1/2023	N
Wilds,Wanda Sue	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Woods,Heather	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Yueng-Nieves,Kathryn Paula	Tchr, Pre-K	ESOL End. Class 1	8/1/2020	N
Boardman,Kerri	Tchr, VE/SC	ESOL End. Class 1	8/1/2023	N
Manfredi,Jaden	Fourth Grade Teacher	ESOL End. Class 1	8/1/2026	N
Pena,Alexandra	Tchr, ASD	ESOL End. Class 1	8/1/2024	N
Rycerz,Cynthia	Tchr, ASD	ESOL End. Class 1	8/1/2026	N
Bryant,Andre L.	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022	N
Gulsby,Nicole T.	Tchr, Reading, MS	ESOL End. Class 1	8/1/2026	N
Mynatt,Jessica	Tchr, Science, MS	ESOL End. Class 1	8/1/2023	N
Alexander,Stephanie	Tchr, Pre-K	ESOL End. Class 1	8/1/2025	N
Bailey,Beth	Kindergarten Teacher	ESOL End. Class 1	8/1/2025	N
Barber,Coleman	Fourth Grade Teacher	ESOL End. Class 1	8/1/2023	N
Collins,Alison	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2021	N
Dorman,Brianne	Kindergarten Teacher	ESOL End. Class 1	8/1/2020	N
Hoyden,Melanie	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Jones,Brenda Goble	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Michael,Jessica	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Peace,Elizabeth	Tchr, VE	ESOL End. Class 1	8/1/2023	N
Randle,Rebecca	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Robertson,April	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N
Tenchavez,Leah	Tchr, ASD	ESOL End. Class 1	8/1/2025	N
Toglia,Sabrina	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026	N
Walsh,Brennan	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Warren,David O'dell	Fourth Grade Teacher	ESOL End. Class 1	8/1/2023	N
Coleman,Brittney M	Second Grade Teacher	ESOL End. Class 1	8/1/2023	N
Johannessen,Joscelyn Jenna	Tchr, ASD	ESOL End. Class 1	8/1/2025	N
Dickens,Heather Jean	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Fiore,Remington Tate	Tchr, Gifted	ESOL End. Class 1	8/1/2025	N
Garber,Valerie Janelle	Third Grade Teacher	ESOL End. Class 1	8/1/2022	N
Martinetti,Megan E	Second Grade Teacher	ESOL End. Class 1	8/1/2023	N
Sidnam,Jessica Sunshine	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Bartlett,Keary Ann	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Boone,Jennie Elizabeth	First Grade Teacher	ESOL End. Class 1	8/1/2021	N
Frisch,Tracylyn	Tchr, VE	ESOL End. Class 1	8/1/2023	N
Hammond,Sarah	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Sidonio,Jenna	Tchr, EBD/SC	ESOL End. Class 1	8/1/2026	N
Woods,Lorraine	Tchr, VE/SC	ESOL End. Class 1	8/1/2025	N
Wykes,Allison C	Kindergarten Teacher	ESOL End. Class 1	8/1/2025	N
Carenza,Kimberly Michelle	Tchr, VE	ESOL End. Class 1	8/1/2019	N
Henry,Sylvie Gabrielle	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025	N
McGrath,Mary	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025	N
Santos,Vickie	Tchr, Language Arts, HS	ESOL End. Class 1	6/30/2024	N

Out of Field ESOL 6/10/2025 Board Meeting

Vanderford,Michael	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023	N
Yates,Kaitlynn	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026	N
Dykes,Corinne D	Tchr, Dropout Prevention, HS	ESOL End. Class 1	8/1/2024	N
Giraldo,Lori A.	Elementary Teacher	ESOL End. Class 1	8/1/2025	N
Sharbono,Christian C	Tchr, VE	ESOL End. Class 1	8/1/2024	N
Casteel,Kayla Jewel	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2026	N
O'Came,Courtney Marie	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025	N
Pendzimaz,Kelsye Jean	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Snyder,Stephanie Michelle	Third Grade Teacher	ESOL End. Class 1	8/1/2025	N
Williams,Ashley Irene	Kindergarten Teacher	ESOL End. Class 1	8/1/2025	N
Bankovich,Hilari Leigh	Tchr, IND/SC	ESOL End. Class 1	8/1/2021	N
Danyluk,Elizabeth Bruno	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
Hermann,Mark L.	Tchr, VE	ESOL End. Class 1	8/1/2025	N
Korns,Maria	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
Bourdeau,Karen Marie	Tchr, IND/SC	ESOL End. Class 1	8/1/2025	N
Covert,Isabel Faith	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
Jones III,Sammie Lee	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2025	N
Latoja,Joy Diane Molina	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025	N
Mathis,Holly L.	Tchr, ASD	ESOL End. Class 1	8/1/2025	N
Mercado,Mary Flor Arenas	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025	N
Alexander,Katherine	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025	N
Barkasy,Theresa G	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026	N
Clark,Ariane Michelle	Tchr, Science, HS	ESOL End. Class 1	8/1/2022	N
Duball,Cheri	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025	N
Foley,Tom	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026	N
Hamilton,Kara	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026	N
Kepler,Kalei	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026	N
Flesche,Kathryn L.	Fifth Grade Teacher	ESOL End. Class 1	8/1/2023	N
Kolomiychenko,Vyacheslav	Tchr, STEM	ESOL End. Class 1	8/1/2023	N
Masterson,Bianca	Tchr, Third Grade	ESOL End. Class 1	8/1/2026	N
Masterson,Teresa A	Tchr, VE/SC	ESOL End. Class 1	8/1/2025	N
Davis,Stacy	Tchr, VE	ESOL End. Class 1	8/1/2026	N
Greene,Kristin Steele Inderwiesen	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Holt,Kaylinka	Second Grade Teacher	ESOL End. Class 1	8/1/2022	N
Schiffer,Ann Bryant	Tchr, Second Grade	ESOL End. Class 1	8/1/2025	N
Tovell,Andrew	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Balsai,Gina Maria	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2020	N
Cruz,Marilyn	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2020	N
Montero,Anicel	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Sabatino,Michael	Tchr, EBD/SC	ESOL End. Class 1	8/1/2026	N
Wilson,Courtney C.	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Cingle,Brookelynn	Third Grade Teacher	ESOL End. Class 1	8/1/2026	N
Dickens,Christina	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
Gilbank,Kristen J.	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Goodhue,Susan	Tchr, ASD	ESOL End. Class 1	8/1/2024	N
Hagan,Barbara	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
Hunter,Hannah	Tchr, ASD	ESOL End. Class 1	8/1/2026	N
Jacox,Megan	First Grade Teacher	ESOL End. Class 1	8/1/2024	N
Moseley,Lauren	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
O'Donnell,Lori	Second Grade Teacher	ESOL End. Class 1	8/1/2025	N

Out of Field ESOL 6/10/2025 Board Meeting

Padro,Jaycey	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Senyshyn,Dana	Second Grade Teacher	ESOL End. Class 1	8/1/2026	N
Ceruti,Kaitlyn	Tchr, VE/SC	ESOL End. Class 1	8/1/2024	N
Cricco,Cristina	Fourth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Downs,Darren	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026	N
Gallegos,Tiffany Jade	Third Grade Teacher	ESOL End. Class 1	8/1/2022	N
Haacke,Karen	First Grade Teacher	ESOL End. Class 1	8/1/2021	N
Huling,Allyson	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Juntunen,Kevin	Fourth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Kerlin,Rebecca Nichols	Tchr, VE/SC	ESOL End. Class 1	8/1/2024	N
Medaglia,Laura J	Tchr, Third Grade	ESOL End. Class 1	8/1/2026	N
Nazarian,Carianne	Fifth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Rush,Cynthia Lee	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024	N
Shillinglaw,Beth Ann	Tchr, ASD	ESOL End. Class 1	8/1/2024	N
Tackett,Laura Katherine	Fourth Grade Teacher	ESOL End. Class 1	8/1/2022	N
Topping,Emily	Third Grade Teacher	ESOL End. Class 1	8/1/2026	N
Autrey,Stacy	Kindergarten Teacher	ESOL End. Class 1	8/1/2021	N
Badham,Leanne	Fifth Grade Teacher	ESOL End. Class 1	8/1/2025	N
Bellew,Vanessa Sue	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Bock,Jessie Rey	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Ferrell,Leann Nichole	Third Grade Teacher	ESOL End. Class 1	8/1/2024	N
Galletta,Kimberly C.	Fourth Grade Teacher	ESOL End. Class 1	4/24/2020	N
Jimenez,Katty Maria	Fifth Grade Teacher	ESOL End. Class 1	8/1/2022	N
Lopez-Pacheco,Brittaney	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
Obrien,Judith Anne	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Riffle,Jennifer Lynn	Kindergarten Teacher	ESOL End. Class 1	8/1/2023	N
Guzman Colon,Wenik	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022	N
Palero,Blessyl Herrera	Tchr, Science, MS	ESOL End. Class 1	8/1/2025	N
Carper,Sydni Ann	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024	N
Lashway,Brianna Christine	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024	N
Riley,Terry	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024	N
Angelillo,Joy	Tchr, IND/SC	ESOL End. Class 1	8/1/2025	N
Boyd,Stephanie	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2023	N
Callihan,Amanda Lynn	Counselor, MS	ESOL End. Class 1	8/1/2022	N
David,Kimberly	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025	N
Hall,Stephanie	Tchr, IND/SC	ESOL End. Class 1	8/1/2026	N
Hamel,Kelly L	Specialist, Student Support	ESOL End. Class 1	8/1/2023	N
Mainstone,Angela Dawn	Tchr, Reading, MS	ESOL End. Class 1	8/1/2026	N
Moore,David Allen	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025	N
Owens,Felicia	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
Skelton,Jenna	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
Trousas,Cassandra	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026	N
Baucom,Ellen	Tchr, ASD	ESOL End. Class 1	8/1/2023	N
Darnell,Amanda Nicole	Third Grade Teacher	ESOL End. Class 1	8/1/2023	N
Gleason,Jennifer	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
Kanz,Lyndsey	Fourth Grade Teacher	ESOL End. Class 1	8/1/2024	N
Marciniak,Daniel Lynn	Second Grade Teacher	ESOL End. Class 1	8/1/2024	N
McLaughlin,William	Fifth Grade Teacher	ESOL End. Class 1	8/1/2026	N
McWhorter,Mary Emmaline	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Navarra,Samara	Second Grade Teacher	ESOL End. Class 1	8/1/2021	N

Out of Field ESOL 6/10/2025 Board Meeting

Naylor,Amanda	Kindergarten Teacher	ESOL End. Class 1	8/1/2024	N
Perry,Jaime	Second Grade Teacher	ESOL End. Class 1	8/1/2023	N
Pescuma,Tarynn Ashley	Kindergarten Teacher	ESOL End. Class 1	8/1/2026	N
Reynolds,Katherine	First Grade Teacher	ESOL End. Class 1	8/1/2025	N
Schultz,Erin	Fourth Grade Teacher	ESOL End. Class 1	8/1/2023	N
Drake,Donnalyn	Tchr, Resource	ESOL End. Class 1	8/1/2024	N
Gonzalez,Alexander	Tchr, ESOL Resource, MS	ESOL End. Class 1	8/1/2025	N
Simmons,Brittany Nicole	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024	N
Rainey,Kharma Rae	Tchr, VE/SC	ESOL End. Class 1	8/1/2021	N
Walker,Michael F.	Tchr, VE/SC	ESOL End. Class 1	8/1/2021	N
Burton,Carolyn P.	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023	N
Jackson,Maxine Lee	Tchr, VE	ESOL End. Class 1	8/1/2025	N
Baty,Jennifer W.	Pathologist, Speech & Language	ESOL End. Class 1	8/1/2016	N
Walker,Dawn C.	Tchr, Language Arts, HS - MEA	ESOL End. Class 1	7/1/2004	N

Out of Field Reading 6/10/2025 Board Meeting

EMPLOYEE_NAME	SCHOOL_DESCR	POSITION_DESCR	OOF Description	Due Date	OOF Completed?
Alfonso,Maridel Lonceroz	Manatee Elementary School	Fifth Grade Teacher	Reading Endorsement	5/31/2025	N
Stewart,Dawn Delores	Manatee Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 3	11/1/2023	N
Woughter,Cari	Manatee Elementary School	Fifth Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025	N
Vicens,Sarah Lyn	Miller Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021	N
Dominguez,Olivia	Oneco Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021	N
Krakowski,Michelle M.	Oneco Elementary School	First Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
Mitchell,Raven Aisha	Oneco Elementary School	Second Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
Slattery,Jennifer Lynn	Oneco Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021	N
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021	N
Gleason,Katie L	Palm View K-8 School	First Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
Miller,Melanie A.	Palmetto Elementary School	Spec, Media, ES	Reading Endorsement	5/31/2025	N
Vargas Perez,Alicia	Palmetto Elementary School	Second Grade Teacher	Reading Endorsement	5/31/2025	N
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025	N
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021	N
Pinckney,Lesley Dione	Prine Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021	N
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021	N
Walter,Maddison Claire	Samoset Elementary School	Second Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019	N
Anderson,Jessica L	Blackburn Elementary School	Coordinator, AICE	Reading Endorsement Class 1	11/1/2021	N
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023	N
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Reading Endorsement Class 1	11/1/2021	N
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020	N
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020	N
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021	N
Brack,Elizabeth K.	Witt Elementary School	Fourth Grade Teacher	Reading Endorsement	5/31/2025	N
Trivedi,Palak	Witt Elementary School	First Grade Teacher	Reading Endorsement	5/31/2025	N
Sanders,Tracy L.	Horizons Academy	Tchr, VE	Reading Endorsement	2/7/2026	N
Vogt,Samantha Lynn	Kinnan Elementary School	Third Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020	N
Gulbrandsen,Angela M.	McNeal Elementary School	Kindergarten Teacher	Reading Endorsement Class 1	11/1/2021	N
Davis,Stacy	Freedom Elementary School	Tchr, VE	Reading Endorsement	5/31/2025	N
Cingle,Brookelynn	Willis Elementary School	Third Grade Teacher	Reading Endorsement	5/31/2025	N
Collett,Dana	Willis Elementary School	Fifth Grade Teacher	Reading Endorsement	5/31/2025	N
Gilbank,Kristen J.	Willis Elementary School	First Grade Teacher	Reading Endorsement	5/31/2025	N
Goodhue,Susan	Willis Elementary School	Tchr, ASD	Reading Endorsement	5/31/2026	N
Hagan,Barbara	Willis Elementary School	Kindergarten Teacher	Reading Endorsement	5/31/2025	N
Hunter,Hannah	Willis Elementary School	Tchr, ASD	Reading Endorsement	5/31/2025	N
Moseley,Lauren	Willis Elementary School	Kindergarten Teacher	Reading Endorsement	5/31/2025	N
Padro,Jaycey	Willis Elementary School	Second Grade Teacher	Reading Endorsement	5/31/2025	N
Podolan,Megan Nicole	Willis Elementary School	Fourth Grade Teacher	Reading Endorsement	5/31/2025	N
Senyshyn,Dana	Willis Elementary School	Second Grade Teacher	Reading Endorsement	5/31/2025	N
Tomlin,Suzanne M.	Willis Elementary School	Fifth Grade Teacher	Reading Endorsement	5/31/2025	N
Haacke,Karen	Williams Elementary School	First Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
Brondyke,Sarah J.	Gullett Elementary School	Third Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
VanSkiver,Wendy Jeanne	Gullett Elementary School	Third Grade Teacher	Reading Endorsement Class 1	11/1/2021	N
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023	N

AGENDA ITEM NO. 9.3

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Ruth S. Rojas, DMD, PLLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Ruth S. Rojas, DMD, PLLC

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Ruth S. Rojas, DMD, PLLC for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Ruth Rojas, DMD, PLLC
Ruth S. Rojas, DMD, PLLC Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Ruth S. Rojas, DMD, PLLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Ruth S. Rojas, DMD, PLLC, a Florida Limited Liability Company, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Ruth S. Rojas, DMD, PLLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 4-24-25 By: _____

(Affiliate Authorized Signature)

Title: Office Manager

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Ruth S. Rojas, DMD PLLC

Address: 2700 S. Tamiami Trail Suite 8 Sarasota, FL 34239

Phone Number: 941-951-7711

Authorized Representative's Name: Martha Cuellar

Authorized Representative's Title: Office Manager

Email Address: martha@elite360dental.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

AGENDA ITEM NO. 9.4

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Braden River Dental, Inc for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Braden River Dental, Inc.

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Braden River Dental, Inc for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Braden River Dental, Inc
Braden River Dental, Inc Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Braden River Dental, Inc.

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **Braden River Dental, Inc.**, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Braden River Dental, Inc. and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date March 6, 2025

By: Tiffany Floyd MD

(Affiliate Authorized Signature)

Title: President/Braden River Dental

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Braden River Dental

Address: 3720 53rd Avenue East Bradenton, FL 34203

Phone Number: (941) 253-5535

Authorized Representative's Name: Dr. Tiffany Boyd

Authorized Representative's Title: Dentist

Email Address: bradenriverdental@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Tiffany Boyd DMD

Signature of Authorized Representative

AGENDA ITEM NO. 9.5

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Charles A. Tomeo, DDS, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Charles A. Tomeo DDS, PA

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Charles A. Tomeo, DDS, PA for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Charles A. Tomeo, DDS, PA
Charles A. Tomeo, DDS, PA Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Charles A. Tomeo, DDS, PA

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Charles A. Tomeo, DDS, PA, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Charles A. Tomeo, DDS, PA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 3/25/25

By: _____

(Affiliate Authorized Signature)

Title: Office Manager

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Charles A. Tomeo, DDS, PA

Address: 1410 59th Street West Bradenton, FL 34209

Phone Number: (941) 792-0088

Authorized Representative's Name: Dr. Charles Tomeo; Melissa

Authorized Representative's Title: Dentist; Office Manager

Email Address: charlestomeo@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

AGENDA ITEM NO. 9.6

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Cortez Dental, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Cortez Dental, PA

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Cortez Dental, PA for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Cortez Dental, PA
Cortez Dental, PA Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
With Cortez Dental, PA

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Cortez Dental, PA, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Cortez Dental, PA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 3-25-25 By: Michelle Williams

(Affiliate Authorized Signature)

Title: Office Manager

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Cortez Dental, PA

Address: 4016 Cortez Road West Bradenton, FL 34210

Phone Number: (941) 253-5535

Authorized Representative's Name: Michelle Williams

Authorized Representative's Title: Office Manager

Email Address: shell-da@hotmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Bay County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Michelle Williams

Signature of Authorized Representative

AGENDA ITEM NO. 9.7

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Give Me A Smile Pediatric Dentistry Manatee for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Give Me A Smile Pediatric Dentistry

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

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

Recommendation
The Superintendent recommends approval of the new agreement between the School District of Manatee County and Give Me A Smile Pediatric Dentistry Manatee for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Give Me A Smile Pediatric Dentistry
Give Me A Smile Pediatric Dentistry Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Give Me A Smile Pediatric Dentistry

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **Give Me A Smile Pediatric Dentistry**, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Give Me A Smile Pediatric Dentistry and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 04/09/2025

By: _____ Jerry Cheryl, DDS

(Affiliate Authorized Signature)

Title: President / Owner

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Give Me A Smile Pediatric Dentistry

Address: 6305 Initiative Blvd. Sarasota, FL 34240

Phone Number: (941) 977-2313

Authorized Representative's Name: Dr. Jerry Chery, DDS

Authorized Representative's Title: Dentist

Email Address: info@givemeasmile.net

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

AGENDA ITEM NO. 9.8

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Journey Dental, LLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Journey Dental, LLC

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Journey Dental, LLC for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Journey Dental, LLC
Journey Dental, LLC Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Journey Dental, LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Journey Dental, LLC, a Florida Limited Liability Company., (Affiliate).

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

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

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

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

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

in accordance with applicable laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/ injury. The District shall be responsible for compliance by the District and the School, by

their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to

be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. TERM; EXTENSION; TERMINATION:

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June 30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. MISCELLANEOUS PROVISIONS:

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds

when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the

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

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

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

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

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

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

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

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

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

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with

District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

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

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

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

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

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

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any

spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

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

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use

and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Journey Dental, LLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 4/07/2025 By: _____

(Affiliate Authorized Signature)

Title: Manager

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
Chad Choate III, CHAIR*
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Journey Dental, LLC

Address: 6003 Honore Ave. Suite 102 Sarasota, FL 34238

Phone Number: 941-539-0345

Authorized Representative's Name: Daniel Purcell

Authorized Representative's Title: Dentist, Manager

Email Address: dr.purcell@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Dan Purcell

Signature of Authorized Representative

AGENDA ITEM NO. 9.9

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Keyzer Family Dentistry, PLLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Keyzer Family Dentistry, PLLC

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Keyzer Family Dentistry, PLLC for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Keyzer Family Dentistry, PLLC
Keyzer Family Dentistry, PLLC Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Keyzer Family Dentistry, PLLC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Keyzer Family Dentistry, PLLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 3/11/25

By: _____

(Affiliate Authorized Signature)

Title: CEO

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Keyzer Family Dentistry, PLLC

Address: 1915 91st Street NW Bradenton, FL 34209

Phone Number: 941-242-8960

Authorized Representative's Name: Dr. Noel Keyzer

Authorized Representative's Title: Dentist, Manager

Email Address: admin@keyzerfamilydentistry.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

George Keyzer
CBO KFD
5-14-25

AGENDA ITEM NO. 9.10

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Lockwood Commons Dental Care, LLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Lockwood Commons Dental Care, LLC

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Lockwood Commons Dental Care, LLC for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Lockwood Commons Dental Care LLC
Lockwood Commons Dental Care LLC Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Lockwood Commons Dental Care LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Lockwood Commons Dental Care LLC, a Florida Limited Liability Company (Affiliate).

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

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

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

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

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

applicable laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **TERM; EXTENSION; TERMINATION:**

   A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

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

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

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

District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

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

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

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

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

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

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

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

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

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

other ordinances in the performance of this Agreement.

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Lockwood Commons Dental Care LLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 3-6.25

By: Lisa Peluso Jr

(Affiliate Authorized Signature)

Title: DDS

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Lockwood Commons Dental Care, LLC

Address: 4222 53rd Ave East Bradenton, FL 34203

Phone Number: 941-251-3995

Authorized Representative's Name: Vicki

Authorized Representative's Title: Manager

Email Address: lockwoodcommonsdentalcare@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Vicki Stacy

Signature of Authorized Representative

AGENDA ITEM NO. 9.11

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Professional Dental Alliance of Florida, PLLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Professional Dental Alliance of Florida, PLLC

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Professional Dental Alliance of Florida, PLLC for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Professional Dental Alliance of Florida, PLLC
Professional Dental Alliance of Florida, PLLC Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Professional Dental Alliance of Florida, PLLC

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

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

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

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

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

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

applicable laws and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **TERM; EXTENSION; TERMINATION:**

   A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

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

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

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

District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

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

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

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

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

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

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

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

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

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

other ordinances in the performance of this Agreement.

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Professional Dental Alliance of Florida, PLLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 3.27.25

By: Kelly A Kyff

(Affiliate Authorized Signature)

Title: Director of Operations

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Professional Dental Alliance of Florida, PLLC

Address: 125 Enterprise Drive Suite 200 Pittsburgh, PA 15275

Phone Number: 772-336-1500

Authorized Representative's Name: Kelley Kingeter

Authorized Representative's Title: Office Manager

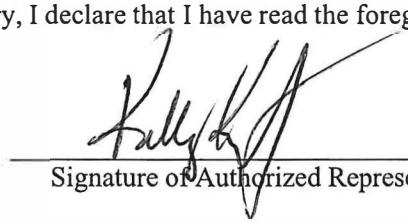
Email Address: kingeterk@nadentalgroup.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

AGENDA ITEM NO. 9.12

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Sarasota Dental Group, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Sarasota Dental Group, PA

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Sarasota Dental Group, PA for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Sarasota Dental Group, PA
Sarasota Dental Group, PA Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Sarasota Dental Group, PA

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Sarasota Dental Group, PA, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Sarasota Dental Group, PA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 04-22-2025 By: _____ DMD

(Affiliate Authorized Signature)

Title: PRESIDENT, SARASOTA DENTAL GROUP

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

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

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Sarasota Dental Group PA

Address: 2100 Proctor Road Sarasota, FL 34231

Phone Number: 941-926-0000

Authorized Representative's Name: Dr. Lance Karp, DMD FAGD

Authorized Representative's Title: Dentist

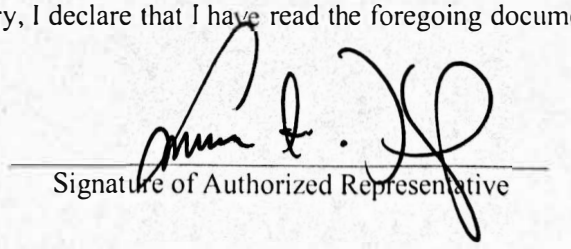
Email Address: lakarp@yahoo.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

AGENDA ITEM NO. 9.13

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Allcare Medical Centers, P.C. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2025-2028 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: Allcare Medical Centers, P.C. Alexis Montero-Patient Experience Manager

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Allcare Medical Centers, P.C. for clinical experience for Manatee Technical College (MTC) Medical Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Clinical Experience Agreement with Allcare Medical Centers, P.C.
Allcare Medical Centers, P.C. Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Allcare Medical Centers, P.C.

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Allcare Medical Centers, P.C., a Florida for profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Affiliate and District agree that Students may be scheduled for assignment during

regular operating hours of Affiliate.

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

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

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

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

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

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

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

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

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

Exhibit A and shall require their respective personnel and Students to comply with same.

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

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

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

9. **TERM; EXTENSION; TERMINATION:**

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June 30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

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

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

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

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

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both

parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Affiliate will in no way be a cause for relief from responsibility.

Affiliate shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

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

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

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

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the

subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

IN WITNESS WHEREOF, Allcare Medical Centers, P.A. and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 02/21/2025 By: Alexis Montero

(Affiliate Authorized Signature)

Title: Office Manager

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

In the event a Student is exposed to blood or other potentially infectious materials, Affiliate, business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed Student to sign and date. Affiliate shall immediately call the Adult Health Occupations Administrator at the College and provide a signed copy of the attached ***Notification Letter for Adult Health Occupation Student*** to them and retain a copy for their records. Affiliate shall immediately advise the exposed Student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. Affiliate shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the Student through their designated licensed healthcare professional. Affiliate shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County, Florida, and Affiliate are not responsible for the payment of costs related to a Student's post-exposure evaluation, prophylaxis, counseling or treatment. The Student is responsible for the payment of all costs related to exposure evaluation and treatment.

School District of Manatee County

P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Jason Wysong
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 11/20/24

Healthcare Professional Risk Retention Group, Inc.

THIS FORM PROVIDES CLAIMS-MADE AND

REPORTED COVERAGE BINDER OF INSURANCE

THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSOLVENCY GUARANTEE FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.

1. Policy Number: HP-25122077-01
2. Named Insured: AllCare Medical Centers, PC
3. Address: 5860 Ranch Lake Blvd., Ste 200, Bradenton, FL 34202
4. Additional Insured: Via Endorsement (Page 3)
5. Specialty: Gynecology (Major Surgery) - Full Time
6. Policy Period: 1/1/2025 12:00 AM To 1/1/2026 12:00 AM
7. Retroactive Date: 1/1/2012
8. Limits of Professional Liability
    a. Per Claim: $250,000
    b. Annual Aggregate: $750,000
    c. Defense Costs: In Addition to the Limits of Liability
9. Deductible: $0.00
10. Premium:

Base Premium:	$22,460.00	
NC Tax:	$89.84	
State Tax:	$1,123.00	
Association:	$750.16	
Capital:	$3,369.00	**(Number of Shares Purchased: 336.90)**
Total:	$27,792.00	**(Total Number of Shares Owned: 336.90)**

This Company binds the kind(s) of insurance stipulated on this document. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company

Andrew R Cunningham, President

Healthcare Professional Risk Retention Group, Inc.

CERTIFICATE OF LIABILITY

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 POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

1. Policy Number: HP-25122077-01
2. Named Insured: AllCare Medical Centers, PC
3. Address: 5860 Ranch Lake Blvd., Ste 200, Bradenton, FL 34202
4. Additional Insured: Via Endorsement (Page 3)
5. Type of Insurance: Professional Liability, Claims Made
6. Specialty: Gynecology (Major Surgery) - Full Time
7. Policy Period: 1/1/2025 12:00 AM To 1/1/2026 12:00 AM
8. Retroactive Date: 1/1/2012
9. Limits of Liability
    a. Per Claim: $250,000
    b. Annual Aggregate: $750,000
10. Deductible: $0.00

The policy of insurance listed above has been issued to the Named Insured 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

Please email credentialing@hp-rrg.com for Credentialing and Claims History Requests.

Andrew R Cunningham, President

Endorsement 17
Endorsement Effective Date: 1/1/2025

This endorsement changes the policy. Please read it carefully.

Additional Insured Roster Endorsement

It is hereby understood and agreed, subject to the terms and conditions of this policy, the following are an Additional Insured but only with respects to the NAMED INSURED's professional activities on a SHARED or SEPARATE limit basis as noted herein.

NAME	SPECIALTY	LIMITS	RETRO DATE
Doris Ramirez-Nessetti, MD	Physician	Shared	1/1/2012
Matt Nessetti, MD	Physician	Shared	1/1/2012
Quinn Cotilla, PA	Physician Assistant	Shared	1/1/2012
Shacara Eggleston, PA	Physician Assistant	Shared	1/1/2012
Gerald Marshbank, PA	Physician Assistant	Shared	1/1/2012
Kayla McNulty, APRN	Nurse Practitioner	Shared	1/1/2012
Dinah Henderson, APRN	Nurse Practitioner	Shared	1/1/2012

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
ALLCARE MEDICAL CENTERS, P.C.

Filing Information

Document Number	P11000109190
FEI/EIN Number	47-0798717
Date Filed	12/29/2011
Effective Date	04/22/1996
State	FL
Status	ACTIVE

Principal Address

5860 RANCH LAKE BLVD
BRADENTON, FL 34202

Changed: 07/14/2015

Mailing Address

5860 Ranch Lake Blvd, Suite 200
LAKEWOOD RANCH, FL 34202

Changed: 05/24/2016

Registered Agent Name & Address

NESSETTI, MATTHEW
5860 Ranch Lake Blvd, Suite 200
LAKEWOOD RANCH, FL 34202

Address Changed: 05/24/2016

Officer/Director Detail

Name & Address

Title PST

NESSETTI, MATTHEW
5860 Ranch Lake Blvd, Suite 200
Bradenton, FL 34202

Title SEC

NESSETTI, DORIS K
5860 Ranch Lake Blvd, Suite 200
Bradenton, FL 34202

Annual Reports

Report Year	Filed Date
2023	04/09/2023
2024	04/07/2024
2025	04/14/2025

Document Images

04/14/2025 -- ANNUAL REPORT	View image in PDF format
04/07/2024 -- ANNUAL REPORT	View image in PDF format
04/09/2023 -- ANNUAL REPORT	View image in PDF format
04/10/2022 -- ANNUAL REPORT	View image in PDF format
02/22/2021 -- ANNUAL REPORT	View image in PDF format
07/20/2020 -- ANNUAL REPORT	View image in PDF format
06/13/2019 -- ANNUAL REPORT	View image in PDF format
06/28/2018 -- ANNUAL REPORT	View image in PDF format
01/08/2017 -- ANNUAL REPORT	View image in PDF format
05/24/2016 -- ANNUAL REPORT	View image in PDF format
03/07/2015 -- ANNUAL REPORT	View image in PDF format
06/10/2014 -- ANNUAL REPORT	View image in PDF format
05/27/2013 -- ANNUAL REPORT	View image in PDF format
04/12/2012 -- ANNUAL REPORT	View image in PDF format
12/29/2011 -- Domestic Profit	View image in PDF format

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: AllCare Medical Centers P.C.

Address: 5960 Ranch Lake Blvd STE 200 Lakewood Ranch FL 34202

Phone Number: (941) 388-3887

Authorized Representative's Name: Alexis Montero

Authorized Representative's Title: Office Manager

Email Address: alexism@allcaremedicalcenters.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School District of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

AGENDA ITEM NO. 9.14

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Exceptional Dentistry of Sarasota for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2025-2028 School Years (No Financial Impact)

Executive Summary
The School District has, over the years, contracted with providers for clinical experience and/or on-the-job training for district students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain a valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Exceptional Dentistry of Sarasota

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the New Agreement between the School District of Manatee County and Exceptional Dentistry of Sarasota for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Clinical Experience Agreement with Exceptional Dentistry of Sarasota
Exceptional Dentistry of Sarasota Vendor Affidavit Regarding the Use of Coercion for Labor and Services

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with EXCEPTIONAL DENTISTRY OF SARASOTA

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **EXCEPTIONAL DENTISTRY OF SARASOTA**, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Affiliate and District hereby agree as follows:

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

7. **INSURANCE:** During the term of this Agreement and any extension thereof, District shall maintain, at its own cost and expense, professional liability insurance for all assigned students with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, District agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement.

Affiliate shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that Affiliate and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to District annually unless requested earlier. Affiliate shall give District thirty (30) days prior written notice to the extent Affiliate has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify District. In the event that Affiliate maintains claims-made coverage, and Affiliate's coverage is terminated within three (3) years of the date on which District ceases to participate or have Students participate in the Experience or District employees facilitate participation in the Experience pursuant to this Agreement, Affiliate Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which District, any Student or any District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by District.

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June

30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

E. Governing Law: This Agreement will be governed by the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's

subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise

provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

R. Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Affiliate will in no way be a cause for relief from responsibility. Affiliate shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

S. Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

T. Tax Exemptions: When purchasing directly from a supplier, District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

X. Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

Y. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, EXCEPTIONAL DENTISTRY OF SARASOTA and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 5/8/25 By: _____

(Affiliate Authorized Signature)

Title: PRESIDENT

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

In the event a Student is exposed to blood or other potentially infectious materials, Affiliate, business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed Student to sign and date. Affiliate shall immediately call the Adult Health Occupations Administrator at the College and provide a signed copy of the attached ***Notification Letter for Adult Health Occupation Student*** to them and retain a copy for their records. Affiliate shall immediately advise the exposed Student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. Affiliate shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the Student through their designated licensed healthcare professional. Affiliate shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County, Florida, and Affiliate are not responsible for the payment of costs related to a Student's post-exposure evaluation, prophylaxis, counseling or treatment. The Student is responsible for the payment of all costs related to exposure evaluation and treatment.

School District of Manatee County

P.O. Box 9069
Bradenton, Florida 34206-9069

Dr. Jason Wysong
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Exceptional Dentistry of Sarasota

Address: 1999 Lincoln Drive Suite 102 Sarasota, FL 34236

Phone Number: (941) 365-4418

Authorized Representative's Name: Dr. Thomas Doan; Karen

Authorized Representative's Title: Dentist; Office Manager

Email Address: info@exceptionaldentists.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

AGENDA ITEM NO. 9.15

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)

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):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends the approval of request to declare surplus and dispose of District tangible personal property greater than $5,000.00 (Possible Incoming Funds to General Fund).

Financial Impact
There is no cost to the General Fund. 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-6-10-25

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
157367	DELIVERY SYSTEM ADEC DENTAL		10/10/2001	$ 6,315.00	$ -	OBSOLETE, JUNK
157371	DELIVERY SYSTEM ADEC DENTAL		10/10/2001	$ 6,315.00	$ -	OBSOLETE, JUNK
157372	DELIVERY SYSTEM ADEC DENTAL		10/10/2001	$ 6,315.00	$ -	OBSOLETE, JUNK
182731	PA SYSTEM BOGEN MX882	REQ231	9/27/2005	$ 14,980.00	$ -	OBSOLETE, JUNK
279157	STEAMER CLEVELAND CLE24CGM200	1506230000274	7/15/2015	$ 16,395.00	$ -	UNECONOMICAL TO REPAIR, AUCTION
				$ 50,320.00	$ -	

AGENDA ITEM NO. 9.16

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Local Articulation Agreement Between State College of Florida, School District of Manatee County and Sarasota County Schools for the 2025-2027 School Years (No Financial Impact)

Executive Summary
To provide a seamless transition between secondary and postsecondary institutions in Manatee and Sarasota counties, State College of Florida, the School District of Manatee County and Sarasota County Schools agree to provide, at no cost to eligible students, college credit for the Associate in Science (AS) Degree/Certificate programs listed in this articulation agreement.

Articulated credit for career & technical high school course work saves students time and money for many for credit courses at State College of Florida. This agreement has been in effect for over 23 years and is updated to reflect changes in programs and credits every two years.

A copy of the agreement is attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of Local Articulation Agreement between State College of Florida, School District of Manatee County and Sarasota County Schools for the 2025-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Local Articulation Agreement SCF 2025-2027

LOCAL ARTICULATION AGREEMENT 2025-2027

(Manatee and Sarasota County Schools with State College of Florida, Manatee-Sarasota)

In the spirit of partnership, collaboration and communication, the State College of Florida, Manatee-Sarasota (SCF), the School District of Manatee County and the Sarasota School District agree to provide, at no cost to eligible students, college credit for the Associate in Science (AS) Degree/Certificate programs listed in the charts beginning on page three of this document.

CONDITIONS OF AGREEMENT:

1. Student must enroll and be admitted to State College of Florida, Manatee-Sarasota (SCF) in the Program of Study leading to the Associate in Science (AS) degree or certificate program as indicated in this agreement within two (2) calendar years from either graduation from high school **OR** completion of the postsecondary adult vocational program.

2. To apply for SCF credit under this Agreement, the student must meet the eligibility requirement iterated above and haveofficial transcripts sent to SCF showing work previously completed at Manatee or Sarasota County Schools.

3. Course curriculum frameworks showing student performance outcomes and standards will be available in the CareerPathways offices at SCF, and/or Manatee/Sarasota County Schools.

4. The student must complete an Articulated Credit form and submit it with their high school transcript and CTE certificate(s)of completion to the Office of the Registrar.

5. The articulated credit will be placed on the student's SCF transcript upon completion of the conditions listed in items 1, 2, and 4.

6. **Statewide articulation agreements can be found and viewed at**: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/

REVIEW PROCESS:

This articulation agreement will be reviewed every two years unless superseded by a statewide articulation agreement. If curricular **OR** programmatic modifications are made, **OR** new programs/or academies are added, then the articulation agreement is to be updated annually. Once initially established and appropriate approvals are secured, the articulation agreement shall remain in effect until revised **OR** revoked. Sixty (60) days written notice must be given by a party to revoke an articulation agreement, provided, however, in the event of any revocation, currently enrolled students shall be allowed to complete the applicable degree program.

State College of Florida CTE Website:
www.scf.edu/CTE

Manatee County Schools Website:
www.manateeschools.net

Sarasota County Schools CTE Website:
www.sarasotacountyschools.net

Table of Contents

CLUSTER: ARCHITECTURE & CONSTRUCTION **3-4**

Building Trades & Construction Design Technology 8722000 3

Air Conditioning, Refrigeration & Heating Technology C400400 4

Computer Aided Drawing & Modeling C100300 4

CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION **5-7**

Television Production Technology 8201500 5

Digital Design 8209600 5

Commercial Art Technology 8718000 6

Digital Media/Multimedia Design 8201600 7

CULSTER: BUSINESS MANAEMENT & ADMINISTRATION **8-12**

Accounting Applications 8302100 8

International Business 8216100 9

Marketing, Management and Entrepreneurial Principles 9200500 9

Entrepreneurship 8812100 10

Business Management and Analysis B060200 11-12

CLUSTER: HEALTH SCIENCE PROGRAMS **13**

Medical Administrative Specialist 8212300 13

HSM Programs of 600 clock hours 13

CLUSTER: INFORMATION TECHNOLOGY **14-15**

.NET Application Development 7 Programming Y700400 14

Computer Science Principles 9007600 14-15

Computer Systems Information Technology Y100300 15

Applied Cybersecurity 15

CLUSTER: LAW, PUBLIC SAFETY, CORRECTIONS & SECURITY **16-17**

Legal Administrative Specialist 8212000 16

Fire Fighter P430211 17

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS **18-20**

Biomedical Sciences 8708100 18

Electrician I460314 18

Electronics Technology 8600900 18-19

Applied Engineering Technology 8401110 19

Engineering Pathways 9400300 20

Applied Robotics 9410100 20

State College of Florida, Manatee-Sarasota Signatures **21**

School District of Manatee County Signatures **22**

Sarasota County School District Signatures **23**

CLUSTER: ARCHITECTURE & CONSTRUCTION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Building Trades & Construction Design Technology 8722000	**Building Trades and Construction Design Technology C100100**	**OCP**	**Construction Management Technology**	**Assessments**
Building Trades & Construction Design Technology 1-3 (8722010, 8722020, 8722030)	Building Construction Assistant BCV0080	A	ETI1701 Industrial Safety - 3 credit hours BCN2230 Building Construction Materials and Methods - 3 credit hours	OSHA 10 Certification **OR** NCCER - Core **OR** NCCER - Carpentry **OR** NCCER - Construction Technology **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Core **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Core Green **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Carpentry **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Electrical
Building Trades and Construction Design Technology 4 (8722040)	Carpentry and Masonry Technician BCV0081	B	BCT2770 Building Construction Estimating - 3 credit hours	NCCER - Carpentry **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Carpentry
Building Trades and Construction Design Technology 5 (8722050)	Electrical and Plumbing Technician BCV0082	C		
	Building Maintenance Technician BCV0083	D		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARCHITECTURE & CONSTRUCTION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Building Trades & Construction Design Technology 8722000	**Building Construction Technologies I460401**	**OCP**	**Construction Management Technology**	**Assessments**
Building Trades & Construction Design Technology 1-3 (8722010, 8722020, 8722030)	Bldg. Construction Helper BCV0400	A	ETI1701 Industrial Safety - 3 credit hours BCN2230 Building Construction Materials and Methods - 3 credit hours	OSHA 10 Certification **OR** NCCER - Core **OR** NCCER - Carpentry **OR** NCCER - Construction Technology **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Core **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Core Green **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Carpentry **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Electrical
Building Trades and Construction Design Technology 4 (8722040)	Building Construction Technician 1 BCV0401	B	BCT2770 Building Construction Estimating - 3 credit hours	NCCER - Carpentry **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Carpentry
Building Trades and Construction Design Technology 5 (8722050)	Building Construction Technician 2 BCV0402	C		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARCHITECTURE & CONSTRUCTION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Air Conditioning, Refrigeration & Heating Technology (C400400)**	**OCP**	**Construction Management Technology**	**Assessments**
	Air Conditioning, Refrigeration **AND** Heating Helper ACR0041	A	ETI1701 Industrial Safety - 3 credit hours	OSHA 10 Certification CPR; First Aid; EPA
	Air Conditioning, Refrigeration **AND** Heating Mechanic Assistant ACR0043	B		
	Air Conditioning, Refrigeration & **AND** Heating Mechanic 1 ACR0047 **AND** Air Conditioning, Refrigeration & Heating Mechanic Technician ACR0044	C	BCN1592 Energy Efficient Bldg. Construction - 3 credit hours	HVAC Excellence Electrical & Residential A/C Certifications
	Air Conditioning, Refrigeration **AND** Heating Mechanic Technician ACR0044	D		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARCHITECTURE & CONSTRUCTION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Computer Aided Drawing & Modeling C100300**	**OCP**	**Construction Management Technology**	**Assessments**
	CAD & Modeling I TDR 0301	A	ETD 1320C Intro to AutoCAD - 3 credit hours	ADESK002 Autodesk Certified User - AutoCAD
	CAD & Modeling II TDR 0302	B	ETD 1390C Autodesk Revit - 3 credit hours	ADESK008 Autodesk Certified User-Revit
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Television Production Technology 8201500	**Digital Video Technology (K100400)**	**OCP**	**AS Filmmaking 2031**	**Assessments**
TV Production Tech 1 8201510 **AND** TV Production Tech 2 8201520 **AND** TV Production Tech 3 8201530 **AND** TV Production Tech 4 8201540	Digital Videography	A		
	Digital Audio & Video Technician	B	RTV1510 Basic Television Production - 3 credit hours	48-hour goal Provide essay to detail hours, and/or inclusion of portfolio, certification, reel, of studio/live and/or field content
	Digital Video Direction & Productions	C	PGY1750 Creative Video Making - 3 credit hours **OR** RTV1530 Electronic Field Production - 3 credit hours	Electronic Reel Portfolio & 1-page essay on student's academic and professional goals 48-hour goal Provide essay to detail hours, and/or inclusion of portfolio, certification, reel, of studio/live and/or field content
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Digital Design 8209600	**Digital Design B070600 (1200)**	**OCP**	**AS Graphic Design Technology (2033)** **Graphic Design Support Certificate (3021)**	**Assessments**
Digital Information Technology 8207300 **OR** Emerging Technology in Business 8207010	BTE Core OTA0040	A		
Digital Design 1 8209510	Production Assistant GRA0024	B	GRA1100C Introduction to Computer Graphics - 3 credit hours	Portfolio evaluation **OR** Proctored GRA1100C (Intro to Computer Graphics) Department Exam/Practicum
Digital Design 2 8209520 **AND** Digital Design 3 8209530	Digital Assistant Designer GRA0025	C	GRA2190C Graphic Design Basics - 3 credit hours	
Digital Design 4 8209540	Graphic Designer GRA0026	D	GRA2150C Photoshop - 3 credit hours GRA2151C Illustrator - 3 credit hours	Portfolio Evaluation **AND** Adobe Certified Associate - Photoshop **OR** Proctored GRA2150C Photoshop department exam/practicum Portfolio Evaluation and Adobe Certified Associate - Illustrator **OR** Proctored GRA2151C Illustrator department exam/practicum
	Media Designer GRA0027	E	GRA2122C Desktop Publishing - 3 credit hours	Adobe Certified Associate - InDesign **AND** Portfolio Review
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			GRA2949 Graphic Design Internship - 3 credit hours	Portfolio Review 150 hours with documentation
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Commercial Art Technology 8718000	**Digital Design B070600 (1200)**	**OCP**	**Graphic Design Support Certificate (3021)** **AS Graphic Design Technology (2033)**	**Assessments**
Digital Information Technology 8207300 **OR** Emerging Technology in Business 8207010	BTE Core OTA0040	A		
Commercial Art Technology 1 8718010	Production Assistant GRA0024	B	GRA1100C Introduction to Computer Graphics - 3 credit hours	Portfolio evaluation **OR** Proctored GRA1100C (Intro to Computer Graphics) Department Exam/Practicum
Commercial Art Technology 2 8718020 **AND** Commercial Art Technology 3 8718030	Digital Assistant Designer GRA0025	C	GRA2190C Graphic Design Basics - 3 credit hours	
Commercial Art Technology 4 8718040	Graphic Designer GRA0026	D	GRA2150C Photoshop - 3 credit hours GRA2151C Illustrator - 3 credit hours	Portfolio Evaluation **AND** Adobe Certified Associate - Photoshop **OR** Proctored GRA2150C Photoshop department exam/practicum Portfolio Evaluation **AND** Adobe Certified Associate - Illustrator **OR** Proctored GRA2151C Illustrator department exam/practicum
	Media Designer GRA0027	E	GRA2122C Desktop Publishing - 3 credit hours	Adobe Certified Associate - InDesign **AND** Portfolio Review
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			GRA2949 Graphic Design Internship - 3 credit hours	Portfolio Review 150 hours with documentation
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: ARTS, AV TECHNOLOGY & COMMUNICATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Digital Media/Multimedia Design 8201600	**Digital Design B070600 (1200)**	**NA**	**Graphic Design Support Certificate (3021)** **AS Graphic Design Technology (2033)**	**Assessments**
Digital Media/Multimedia Design 1 8201210 **AND** Digital Media/Multimedia Design 2 8201220			GRA1100C Introduction to Computer Graphics - 3 credit hours GRA2190C Graphic Design Basics - 3 credit hours **OR** GRA2150C Photoshop - 3 credit hours GRA2151C Illustrator - 3 credit hours	Portfolio evaluation **OR** Proctored GRA1100C (Intro to Computer Graphics) Department Exam/Practicum Portfolio Evaluation **AND** Adobe Certified Associate - Photoshop **OR** Proctored GRA2150C Photoshop department exam/practicum Portfolio Evaluation **AND** Adobe Certified Associate - Illustrator **OR** Proctored GRA2151C Illustrator department exam/practicum
Digital Media/Multimedia Web Production 8201610			GRA 2142C - Web Design 1	Portfolio Evaluation **AND** WordPress Certified Editor KNOWL002
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			GRA2949 Graphic Design Internship - 3 credit hours	Portfolio Review 150 hours with documentation
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CULSTER: BUSINESS MANAEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Accounting Applications 8302100	**Accounting Operations B070110**	**OCP**	**AS Accounting Technology 2005 Accounting Applications Certificate 3001**	**Assessments**
Digital Information Technology 8207300 **OR** Emerging Technology in Business 8207010	Information Technology Assistant OTAH0040	A	CGS1000 (Computer Information Systems) Computer Information Systems - 3 credit hours CGS1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
Accounting Applications 1 & 2 8203310 & 8203320	Accounting Clerk ACO0040	B	APA1111 Intro to Acct - 3 credit Hours	
	Accounting Associate ACO0041	C	APA2141 Computers for Accounting Applications - 3 credit hours	QuickBooks Certified User (issued within 5 years prior to enrollment at SCF)
	Accounting Assistant ACO0042	D	FIN2100 Personal Finance - 3 credit hours BUL 2131 Legal Environments of Business - 3 credit hours ACG2949 Internship in Business - 1-3 credit hours 50 hrs = 1 credit hours 100 hrs = 2 credit hours 150 hrs = 3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			ACG2949 Internship in Business - 1-3 credit hours 50 hrs = 1 credit hours 100 hrs = 2 credit hours 150 hrs = 3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
International Business 8216100	**N/A**	**N/A**	**AS Business Administration, Management (2006) Business Specialist Certificate (3037)**	**Assessments**
Digital Information Technology 8207300 **OR** Emerging Technology in Business 8207010			CGS1000 (Computer Information Systems) Computer Information Systems - 3 credit hours **OR** CGS1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert Testout **OR** Pro Certified
Accounting Applications 1 8203310			APA2141 Computers for Accounting Applications - 3 credit hours	QuickBooks Certified User (issued within 5 years prior to enrollment at SCF)
Business Ownership 8812000			GEB 1011 – Introduction to Business – 3 credit hours	
International Business Systems 8216110			MAN 2021 – Principles of Management and Organization – 3 credit hours	
International Finance & Law 8216120			BUL 2131 – Legal Environments of Business – 3 credit hours	
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430 **OR** CTSO (Career Technical Student Organization Membership)			GEB2949 Internship in Business - 1-3 credit hours 50 hrs = 1 credit hours 100 hrs = 2 credit hours 150 hrs = 3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Marketing, Management and Entrepreneurial Principles 9200500	**Marketing, MGMT & Entrep. Principles M200500 (600 clock hours)**	**OCP**	**AS Business Administration, Marketing 2007 Marketing Certificate 3011**	**Assessments**
Marketing Essentials 8827110			MKA 2021 Personal Selling - 3 credit hours	
Marketing Essentials 8827110 **AND** Marketing Applications 8827120	Salesperson, Retail MKA0342	A	MCA2021 Personal Selling - 3 credit hours **AND** MDA2511 Principles of Advertising - 3 credit hours	
Marketing Management 8827130	Marketing Managers MKA0010	B	GEB1011 Introduction to Business - 3 credits	
Business Ownership 8812000	Entrepreneur (General Manager) MKA0091	C	MAN2021 Principles of Management and Organization - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Entrepreneurship 8812100	**Marketing, Management and Entrepreneurial Principles M200500**	**OCP**	**AS Entrepreneurship 2043 Entrepreneurship Certificate 3023**	**Assessments**
	Salesperson, Retail MKA0432	A		
Business Ownership 8812000	Marketing Mangers MKA0010	B	GEB 1011 Introduction to Business 3 credits	
Business Management and Law 8812120	Entrepreneur, General Manager MKA0091	C	MAN2021 Principles of Management and Organizations - 3 credits	
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430			ENT2000 Intro to Entrepreneurship - 3 credits	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Entrepreneurship 8812100	**Marketing, Management and Entrepreneurial Principles M200500**	**OCP**	**AS Hospitality and Tourism 2051**	**Assessments**
	Salesperson, Retail MKA0432	A		
Business Ownership 8812000	Marketing Mangers MKA0010	B	GEB 1011 Introduction to Business 3 credits	
Business Management and Law 8812120	Entrepreneur, General Manager MKA0091	C	MAN2021 Principles of Management and Organizations - 3 credits	
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430 **OR** Directed Study			SLS2949 Internship in Business - 1-3 credit hours 50 hrs = 1 credit hours 100 hrs = 2 credit hours 150 hrs = 3 credit hours	Employer evaluation of intern's performance (SCF Assessment Instrument)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Business Management and Analysis B060200**	**OCP**	**AS Business Administration, Management 2006; Business Specialist Certificate 3037**	**Assessments**
	Information Technology Assistant OTA0040	A	CGS1000 (Computer Information Systems) Computer Information Systems - 3 credit hours CGS1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
	Supervisor/Manager Trainee MNA0080	B	GEB1011 Introduction to Business - 3 credits MNA 1345 Management & Supervision - 3 credit hours MAR 2011 Principles of Marketing - 3 credit hours	
	Supervisor MNA0082	C	MAN2021 Principles of Management and Organization - 3 credit hours MAN 2300 Management and Personnel - 3 credit hours BUL 2131Legal Environment of Business - 3 credit hours GEB 2949 – Internship in Business – 1-3 credit hours 50hrs = 1 credit hour 100 hrs = 2 credit hours 150 hrs = 3 credit hours	
			ENT 2000 – Introduction to Entrepreneurship – 3 Credit Hours	Entrepreneurship & Small Business - INTUT 002 (issued within 3 years prior to enrollment at SCF)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: BUSINESS MANAGEMENT & ADMINISTRATION				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Business Management and Analysis (B060200)**	**OCP**	**AS Business Administration, Marketing (2007), Business Specialist Certificate (3037)**	**Assessments**
	Information Technology Assistant OTA0040	A	CGS 1000 (Computer Information Systems) Computer Information Systems - 3 credit hours CGS 1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
	Supervisor/Manager Trainee MNA0080	B	GEB 1011Introduction to Business - 3 credits MNA 1345 Management & Supervision - 3 credit hours MAR 2011 Principles of Marketing - 3 credit hours	
	Supervisor MNA0082	C	MAN 2021Principles of Management and Organization - 3 credit hours MAN 2300 Management and Personnel - 3 credit hours BUL 2131Legal Environment of Business - 3 credit hours GEB 2949 – Internship in Business – 1-3 credit hours 50hrs = 1 credit hour 100 hrs = 2 credit hours 150 hrs = 3 credit hours	
			ENT 2000 – Introduction to Entrepreneurship – 3 Credit Hours	Entrepreneurship & Small Business - INTUT 002 (issued within 3 years prior to enrollment at SCF)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: HEALTH SCIENCE PROGRAMS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Medical Administrative Specialist 8212300	**Medical Administrative Specialist B070300**	**OCP**	**AS Health Services Management 2048**	**Assessments**
Digital Information Technology 8207300 **OR** Emerging Technology in Business 8207010	BTE Core OTA0040	A	CGS1000 (Computer Information Systems) Computer Information Systems - 3 credit hours CGS1570 Integrated Business Applications - 3 credit hours	Microsoft Office Associate **OR** Testout Office Pro Microsoft Office Expert **OR** Testout Pro Certified
Administrative Office Technology 1 8212110 Business Software Application 1 821220	Front Desk Specialist OTA0041	B		
Medical Office Technology 1 821220 **AND** Medical office Technology 2 8212202	Medical Office Technologist OTA631	C	AS Health Services Management elective credit - 3 credit hours	
Directed Studies Allied Health Assisting 8417131 HSA Directed Studies 8400100				CMAA (Certified Medical Administrative Assistant) **OR** CCMA (Certified Clinical Medical Assistant)
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: HEALTH SCIENCE PROGRAMS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**		**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**HSM Programs of 600 clock hours on listed below.**		**HSM (AS) (60 Credit hours)**	
	Dental Assisting Technology and Management (ATD) Medical Therapy Medical Assisting Medical Admin Specialist Medical Coder/Biller Paramedic Practical Nursing (LPN) Surgical Technician Pharmacy Technician		Elective HSM Program Courses - 10 credit hours *HSC 2531 - Understanding Medical Language (2 credit hours, AS) *HSC 2200 - Community Health Problems (3 credit hours, AA) *HSC 1100 - Personal Health (3 credit hours, AA) *HLP 1081 - Concepts of Wellness (3 credit hours, AA) *HIM 2510 - Quality and Performance Improvement (2 credit hours, AS) *HSC 2721 - Evidence-Based Healthcare Practice (2 credit hours, AS)	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: INFORMATION TECHNOLOGY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**.NET APPLICATION DEVELOPMENT 7 PROGRAMMING Y700400 (1050 HOURS)**	**OCP**	**All Computer Science Programs for which these courses are required**	**Assessments**
	Information Technology Assistant OTA0040	A	CGS1000 Computer Information Systems - 3 credit hours	Microsoft Office (MOS) **OR** TestOut Office Pro
			CGS1570 Integrated Business Apps Software - 3 credit hours	Microsoft Office Expert **OR** TestOut Pro Certified
	Computer Programmer Assistant CTS0044	B	COP2510 Programming Concepts - 3 credit hours	Microsoft Development Fundamentals 98-361 **OR** ITS Software Development
			COP2250 JAVI - 3 credit hours	ITS JAVA
	Computer Programmer CTS0044	C	CGS1543 Database Design & Implementation - 3 credit hours	ITS Database Certification
	.NET Programmer CTS0032	D	CGS 2820 Web Page Development - 3 credit hours	ITS HTML and CSS **AND** ITS JavaScript
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: INFORMATION TECHNOLOGY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Computer Science Principles 9007600	**N/A**	**N/A**	**All Computer Science Programs for which these courses are required**	**Assessments**
Advanced Information Technology 90076610			CGS1000 Computer Information Systems - 3 credit hours	Microsoft Office (MOS) **OR** TestOut Office Pro
			CGS1570 Integrated Business Apps Software - 3 credit hours	Microsoft Office Expert **OR** TestOut Pro Certified
Foundations of Programming 9007210			COP2510 Programming Concepts - 3 credit hours	ITS Python **OR** Knowledge Pillars Python
Procedural Programming 907220 **OR** AP Computer Science Principles				
Object Oriented Programming 9007230 **OR** AP Computer Science A			COP2250 JAVA - 3 credit hours	ITS JAVA **OR** Knowledge Pillars Java
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu/career-technical-edu-agreements/				

CLUSTER: INFORMATION TECHNOLOGY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Computer Science Principles 9007600	**Business Computer Programming B0470320**	**OCP**	**All Computer Science Programs for which these courses are required**	**Assessments**
Advanced Information Technology 90076610				
Foundations of Programming 9007210	Computer Programmer Assistant CTS0041	A	COP2510 Programming Concepts - 3 credit hours	ITS Software Development
Procedural Programming 907220	Junior Programmer CTS0041	B	COP2510 Programming Concepts - 3 credit hours	ITS Software Development
Object Oriented Programming 9007230	Junior Programmer 2 CTS0043	C	COP2250 JAVA - 3 credit hours	ITS JAVA
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: INFORMATION TECHNOLOGY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA**	**ASSESSMENTS**
N/A	**Computer Systems Information Technology Y100300**	**OCP**	**All Computer Science Programs for which these courses are required**	**Assessments**
	Computer Systems Technician CTs0082	A	CGS1000 Computer Information Systems - 3 credit hours	CompTIA A+
	Computer Network Technician CTS0083	B	CTS1150 Microcomputer Hardware and Maintenance - 3 credit hours	CompTIA A+
	Computer Networking Specialist CTS0084	C	CET1600 Networking Fundamentals - 3 credit hours	CompTIA A+ Network+
	Computer Security Technician CTS0069	D	CET1600 Networking Fundamentals - 3 credit hours	CompTIA A+ Network+
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: INFORMATION TECHNOLOGY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA**	**ASSESSMENTS**
N/A	**Applied Cybersecurity**	**OCP**	**All Computer Science Programs for which these courses are required**	**Assessments**
	Cybersecurity Associate CTS0018 (Y100300)	A	CIS 1355 - Security Engineering	CompTIA Security +
	Information Security Manager CTS0019 **OR** Data Security Specialist CTS0021 **OR** Software Security Specialist CTS0060 **OR** Web Security Specialist CTS0085 **OR** Information Security Administrator CTS0089	B		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: LAW, PUBLIC SAFETY, CORRECTIONS & SECURITY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Legal Administrative Specialist 8212000	**Legal Administrative Specialist B072000**	**OCP**	**AS Paralegal/Legal Assisting 2018**	**Assessments**
Digital Information Technology 8207300 **OR** Emerging Technology in Business 8207010	Information Technology Assistant	A	CGS1000 Computer Information Systems-3 Credit Hours	Microsoft Office Associate
Administrative Office Technology 1 8212110 **AND** Business Software Applications 1 8212120	Front Desk Specialist OTA0041	B	CGS1570 Integrated Business Software-3 Credit Hours	Microsoft Office Expert
Legal Aspects of Business 8215130	Administrative Support OTA0042	C	PLA2763 Law Office Management-3 Credit Hours	Complete OCP C
Legal Office Technology 1 8212230 **AND** Legal Office Technology 2 8212240 **AND** Legal Office Technology 3 8212250	Legal Administrative Specialist OTA0050	D	PLA2732 Law Office Computer Applications-3 Credit Hours PLA1003 Intro to Legal System-3 Credit Hours Gen2210 Bus. Pres. & Communications-3 Credit Hours	National Society for Legal Technology (NSLT) Certification Complete OCP D
Business Cooperative Education OJT 8200410 **OR** AHCD OJT 8200430 **OR** Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430	Business Cooperative Education OJT		PLA2949 Internship in Paralegal/Legal Assisting (elective)-3 Credit Hours	Complete 150 Hours BCE Plan
Business Education Directed Study 8200100	Business Education Directed Study		PLA1949 Career Decision Work Experience in Legal Assisting-1-3 Credit Hours	Complete 50-15- Hours Externship plan
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: LAW, PUBLIC SAFETY, CORRECTIONS & SECURITY				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Fire Fighter P430211**	**OCP**	**AS Fire Science Technology 2016**	**Assessments**
	Firefighter I - FFP0030	A		
	Firefighter II - FFP0031 FFP 1000 Introduction to Fire Science (Firefighter Minimum Standards Compliance) 3 credit hours	B	BFST109 **OR** ATPC109 Introduction to Fire Science (Firefighter Minimum Standards Compliance) 3 credit hours	3 credit hours after enrollment as an SCF Fire Science Technology A.S. student, the student must present an official transcript that delineates completion of the courses: this award of credit is authorized by the Florida Statewide Articulation Agreement: all procedures in the SCR Catalog must be followed to receive credit.
	Fire Officer 1 FFP1740 Fire Service Course Delivery - 3 credit hours FFP1810 Firefighter Tactics and Strategy I - 3 credit hours FFP2120 Building Construction for the Fire Service - 3 credit hours FFP 2720 Company Officer - 3 credit hours		Fire Officer 1 BFST1740 **OR** ATPC1740 Fire Service Course Delivery - 3 credit hours BFST1810 **OR** ATPC1810 Firefighter Tactics and Strategy I - 3 credit hours BFST2120 **OR** ATPC2120 Building Construction for the Fire Service - 3 credit hours BFST2720 **OR** ATPC2720 Company Officer - 3 credit hours	12 credit hours after enrollment as an SCF Fire Science Technology A.S. student, the student must present an official transcript that delineates completion of the courses: this award of credit is authorized by the Florida Statewide Articulation Agreement: all procedures in the SCR Catalog must be followed to receive credit.
	Fire Officer 2 FFP1505 Fire Prevention Practices - 3 credit hours FFP1540 Private Fire Protection Systems I - 3 credit hours FFP2741 Fire Service Course Design - 3 credit hours FFP2811 Firefighting Tactics and Strategies II - 3 credit hours		Fire Officer 2 BFST1505 **OR** ATPC1505 Fire Prevention Practices - 3 credit hours BFST1540 **OR** ATPC1540 Private Fire Protection Systems I - 3 credit hours BFST2741 **OR** ATPC2741 Fire Service Course Design - 3 credit hours BFST2811 **OR** ATPC2811 Firefighting Tactics and Strategies II - 3 credit hours	12 credit hours after enrollment as an SCF Fire Science Technology A.S. student, the student must present an official transcript that delineates completion of the courses: this award of credit is authorized by the Florida Statewide Articulation Agreement: all procedures in the SCR Catalog must be followed to receive credit.
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Biomedical Sciences 8708100	**N/A**	**N/A**	**AS Biotechnology 2042**	**Assessments**
Principles of Biomedical Sciences 8708110				
Human Body Systems 8708120			BSC1020 Human Body - 3 credit hours	
Medical Interventions 8708130			BSC2420 C Introduction to Biotechnology Methods - 3 credit hours	Biotechnology Assistant/skills evaluation by SCF Assessment Instrument TBD by Program Manager **OR** Biotechnician Assistant CERHB001
Biomedical Innovations 8708140				
Health Science Education Cooperative OJT 8400410 **OR** Health Science Education Directed Study 8400100				
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
N/A	**Electrician I460314**	**OCP**	**Certificate Engineering Technology Support Specialist**	**Assessments**
	Electrical Helper BCV0603	A	ETI1701 Industrial Safety - 3 credit hours	OSHA 10 Certification **OR** NCCER – Core **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Core
	Residential Electrician BCV0640	B		
	Commercial Electrician BCV0652	C	EET1084 Introduction to Electronics - 3 credit hours	NCCER Electrical Levels 1-4 **OR** HBI Pre-Apprenticeship Certificate Training (PACT), Electrical
	Industrial Electrician BCV0667	D		
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Electronics Technology 8600900	**Electronic Technology I150303**	**OCP**	**Electronics (CCC) 3018**	**Assessments**
Electronics Technology 1 8600910	Electronics Assembly (EEV0010)	A	EET1084C Introduction to Electronics - 3 credit hours	ACET (Skills)
Electronics Technology 2 8600920	Electronics Tester (EEV0100)			
Electronics Technology 3 8600930	Electronics Equipment Repair (EEV0500)	B		
	Electronics Technician (EEV0616)	C		
Advanced Applications in Technology 8601900				
Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430				
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Electronics Technology 8600900	**N/A**	**N/A**	**AS Engineering Technology 2040**	**Assessments**
Electronics Technology 1 8600910			CGS1000 Computer Information Systems - 3 credit hours	
Electronics Technology 2 8600920				
Electronics Technology 3 8600930			BCN1251C Construction Drafting **OR** EGN1111C Engineering Drawing **OR** ETD1320C Intro to CAD **OR** ETD1390C Autodesk Revit **OR** ETD2364C SolidWorks (up to 11 credit hours)	
Advanced Applications in Technology 8601900				
Cooperative Diversified Education OJT 8300420 **OR** Career and Technical Education Internship 8300430 **OR** Work Based Experience 8601800			ETM1010C Mechanical Measurements & Instrumentation - 3 credit hours	
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Applied Engineering Technology 8401100	**N/A**	**N/A**	**AS Engineering Technology Engineering Technology Support Specialist Certificate**	**Assessments**
Applied Engineering Technology 1 8401110			ETI1701 Industrial Safety - 3 credit hours	OSHA 10 Certification **OR** MSSC Safety **OR** RECFN001 Pre-Engineering
Applied Engineering Technology 2 8401120			ETD1320C Introduction to AutoCAD - 3 credit hours **OR** EGN1111C Engineering Drawing - 3 credit hours	MSSC Quality Practices & Measurement **OR** Autodesk Certified User (AutoCAD) **OR** SolidWorks CSWA **OR** RECFN002 Robotics **OR** Fusion 360 (Autodesk)
Applied Engineering Technology 3 8401130			ETM1010C Mechanical Measurement & Instrumentation - 3 credit hours **OR** ETI1110 Quality Assurance - 3 credit hours **OR** EET1084 Introduction to Electronics - 3 credit hours **OR** ETI1420C Manufacturing & Materials Processes - 3 credit hours **OR** ETD2364C Introduction to SolidWorks - 3 credit hours	MSSC Manufacturing Processes & Production **OR** MSSC Maintenance Awareness **OR** AutoCAD User **OR** Autodesk Inventor **OR** Autodesk Fusion **OR** Autodesk Revit **OR** MasterCAM
Advanced Applications in Technology 8601900			ETD2368 Advanced SolidWorks - 3 credit hours	CSWP SolidWorks
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Engineering Pathways 9400300	**N/A**	**N/A**	**AS Engineering Technology Engineering Technology Support Specialist Certificate**	**Assessments**
Introduction to Engineering 8600550			ETI1701 Industrial Safety - 3 credit hours	OSHA 10 Certification **OR** MSSC Safety **OR** RECFN001 Pre-Engineering
Computer Integrated Manufacturing 8600560 **OR** Civil Engineering & Architecture **OR** Aerospace Technology 8600620 **OR** Biotechnical Engineering 8600630			ETD1320C Introduction to AutoCAD - 3 credit hours **OR** EGN1111C Engineering Drawing - 3 credit hours	MSSC Manufacturing Processes & Production **OR** Autodesk Certified User (AutoCAD) **OR** SolidWorks CSWA **OR** RECFN002 Robotics **OR** Fusion 360 (Autodesk) **OR** Inventor (Autodesk)
Principles of Engineering 8600520			ETM1010C Mechanical Measurement & Instrumentation - 3 credit hours **OR** ETI1110 Quality Assurance - 3 credit hours **OR** EET1084 Introduction to Electronics - 3 credit hours **OR** ETI1420C Manufacturing & Materials Processes - 3 credit hours **OR** ETD2364C Introduction to SolidWorks - 3 credit hours	MSSC Quality Practices & Measurement **OR** MSSC Maintenance Awareness **OR** Autodesk Revit **OR** MasterCAM
Engineering Design & Development 8600650				
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

CLUSTER: SCIENCE, TECHNOLOGY, ENGINEERING & MATHEMATICS				
SECONDARY PROGRAM	**TECHNICAL COLLEGE PROGRAM**	**OCP**	**STATE COLLEGE OF FLORIDA PROGRAM**	**ASSESSMENTS**
Applied Robotics 9410100	**N/A**	**N/A**	**AS Engineering Technology Engineering Technology Support Specialist Certificate**	**Assessments**
Foundations of Robotics 9410110			ETI1701 Safety (ADD) 3 credit hours	OSHA 10 Certification **OR** MSSC Safety **OR** RECFN001 Pre-Engineering
Robotic Design Essentials 9410120 **AND** Robotic Systems 9410130			ETD 1320C Introduction to AutoCAD - 3 credit hours	Autodesk Certified User (AutoCAD) **OR** SolidWorks CSWA **OR** RECFN002 Robotics **OR** Fusion 360 (Autodesk) **OR** Inventor (Autodesk)
Robotic Application Capstone 9410140 **OR** Advanced Technical Applications			ETD2364C Introduction to SolidWorks - 3 credit hours **OR** ETD2368C Advanced SolidWorks - 3 credit hours	CSWA SolidWorks **AND** Portfolio
Note: May be additional statewide articulation opportunity: http://www.fldoe.org/academics/career-adult-edu-agreements/				

State College of Florida, Manatee-Sarasota Signatures
Tommy Gregory, J.D., President State College of Florida, Manatee-Sarasota Date:
Rod Thomson, Chair, Board of Trustees Board of Trustees, State College of Florida, Manatee-Sarasota Date:
Steve Prouty, ESQ. General Counsel, State College of Florida, Manatee-Sarasota Date:

School District of Manatee County Signatures
Kevin Champman, Interim Superintendent School District of Manatee County Date:
Chad Choate, Chair School Board of Manatee County Date:
Kevin Pendley, ESQ. General Counsel, School District of Manatee County Date:

Sarasota County School District Signatures
Terry Connor, Superintendent Sarasota County School District Date:
Tim Enos, Chair Sarasota County School District Date:
Shumaker, Loop & Kendrick, LLP General Counsel, Sarasota County School District Date:

AGENDA ITEM NO. 9.17

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Articulation Agreements with the University of Florida, University of South Florida and State College of Florida for Dual Enrollment Coursework, SDMC No. 26-0038-BS, Estimated in the Amount of $1,200,000.00 (Multiple Funding Sources)

Executive Summary
On May 20, 2025, the School Board approved the agreements with University of South Florida (USF S-M) and State College of Florida (SCF). The School District of Manatee County and the University of Florida (UF) have prepared an Articulation Agreement to specify the operation of the dual enrollment programs for all high schools in the District, including charter schools. UF courses will be available, in addition to the current dual enrollment programs offered by the USF's and SCF's existing programs. The Articulation Agreement will serve as a resource to administrators, school counselors, and faculty concerning all aspects of the dual enrollment program. The requested contract is for the period of July 01, 2025 through June 30, 2027 with the option to renew for one (1) additional two-year period through June 30, 2029. The cost to add the UF program is included in the original May 20, 2025 approval.

Each year, the School District of Manatee County, University of South Florida (USF S-M) and State College of Florida (SCF) prepare the Articulation Agreements to specify the operations of the dual enrollment programs for all high schools in the District, including charter schools. Florida Statute requires that these annual agreements are approved by both the School Board of Manatee County, University of South Florida and State College of Florida.

The Articulation Agreements serve as a resource to administrators, school counselors, and faculty concerning all aspects of the dual enrollment programs.

Through dual enrollment, secondary students may enroll in postsecondary courses creditable toward both high school graduation and a career or an associate or baccalaureate degree. The University of South Florida agreement allows students to experience the academic rigor of university courses both at USF S-M and on the high school campus.

The State College of Florida's agreement provides three curricular avenues for students to participate in early college: dual enrollment (college credit), career dual enrollment, and early admission.

The District encourages students to seek opportunities for academic enhancement and, upon completion of dual enrollment and early admission courses, the students can submit transcripts from State College of Florida, Manatee-Sarasota and University of South Florida, Manatee.

Approval does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 01, 2025 through June 30, 2026.

Historical Expenditures are as follows:
- YTD 2024-2025 $1,165,201.46 (07/01/2024 – 05/05/2025)
- 2023-2024 $797,845.67
- 2022-2023 $471,203.53

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative

procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval of the articulation agreements with the **University of Florida**, University of South Florida and State College of Florida for dual enrollment coursework, SDMC No. 26-0038-BS, estimated in the amount of $1,200,000.00 (Multiple Funding Sources) – **revised.**

Financial Impact
Per legislation, school districts are required to pay institutes of higher education for dual enrollment courses. School districts are required to pay the local institution the standard tuition rate (SCF $71.98 per credit hour, USF $105.07 per credit hour and **UF $149.24 per credit hour**) from funds provided in the Florida Education Finance Program when dual enrollment course instruction takes place on the postsecondary institution's campus and the course is taken during the fall or spring term. The funding source for students at District operated schools is the General Fund. Charter schools pay all dual enrollment expenses incurred by their students, including books and tuition, from their respective budgets.

Contact
Submitting Department: Curriculum

Initiated By: Derek Jensen and Tiffany Spradling

Attachments:
2025-2027 SDMC UF Dual Enrollment Articulation Agreement

DUAL ENROLLMENT ARTICULATION AGREEMENT
BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND
SCHOOL DISTRICT OF MANATEE COUNTY

THIS DUAL ENROLLMENT ARTICULATION AGREEMENT ("Agreement") between the **University of Florida Board of Trustees (the "University", or "UF")**, a public body corporate of the state of Florida, and **School District of Manatee County (the "School Board", or the "District")** is entered into on this ____ day of ____, 2025 for the purpose of enhancing learning opportunities for qualified high school students who are attending public high schools in the District through the Dual Enrollment program, as encouraged by Section 1007.22 and 1007.271 of the Florida Statutes.

NOW IN CONSIDERATION OF THE FOREGOING, the mutual undertakings and benefits to accrue to both parties, UF and the School Board, collectively (the "Parties"), agree as follows:

I. TERM

The term of this Agreement commences on July 1, 2025, and continues until June 30, 2027 ("Term"), and if both Parties mutually agree, may be renewed for one (1) additional two-year period. This Agreement may be terminated, with or without cause, by either party upon thirty (30) days' advance written notice. Such termination shall not affect the rights and duties of the Parties under this Agreement with respect to the Dual Enrollment students enrolled in the then-current UF academic semester.

II. PROGRAM REQUIREMENTS

A. Purpose. The purpose of Dual Enrollment is to allow acceleration of eligible secondary students while still enrolled in school to take courses offered by UF, through its online process, that count toward high school credit and toward a university degree in the State of Florida University System.

B. Length. Participation in Dual Enrollment may not exceed two academic years. For the purposes of this agreement, students transition from one school year to the next in August of each year. Students are authorized to take up to 2 courses per semester and no more than 9 credit hours per semester.

C. Credits. Dual Enrollment credits may be in addition to the normal school load or a part of the student's regular load. The list of UF's eligible Dual Enrollment courses is available in **Appendix A**, which is attached hereto and incorporated herein by reference.

D. Initial Eligibility Criteria. UF agrees to permit students from the District, who have been certified by their school official as qualified, to enroll in the approved dual credit courses. UF retains the right to change the GPA and minimum test score requirements within its sole discretion. The District Liaison will be notified in writing if a change is made. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Students participating in the Dual Enrollment program must meet the following initial student eligibility requirements:

1. Enrolled in a course of study that will fulfill requirements for high school graduation;
2. 3.6 cumulative unweighted high school GPA;
3. One of the following minimum standardized test scores: composite PSAT 10/NMSQT score of 1130, composite SAT score of 1100, composite ACT score of 22; Or CLT score of 72.
4. Satisfy any course prerequisites, including but not limited to placement exams; and,
5. Meet any additional criteria set by the post-secondary institution, such as grade-level requirements.

E. Continuing Eligibility Criteria. Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through Dual Enrollment. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Dual Enrollment students are responsible for following UF's student code of conduct, which outlines acceptable and unacceptable academic or behavioral misconduct for UF students (https://sccr.dso.ufl.edu/policies/student-honor-code-student-conduct-code/). The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. Students may lose the opportunity to participate in the Dual Enrollment program if they are disruptive to the learning process; violate the UF code of conduct or regulations and/or School Board rules; or violate federal, state, or local laws. In addition to the requirements above, to continuein the Dual Enrollment program, students must:

1. Maintain a 3.6 cumulative unweighted high school GPA, and
2. Maintain a 3.0 cumulative UF GPA as confirmed by the District and UF's Registrar's Office.

F. Registration Procedures. All verifications and paperwork required for registration must be submitted to UF in accordance with guidelines and registration deadlines posted on the UF Dual Enrollment website. **Appendix B**, which is attached hereto and incorporated herein by reference, sets forth further details in connection with the registration procedure.

G. Withdrawal Procedures. All Dual Enrollment students are responsible for officially withdrawing from classes they are no longer attending in accordance with published University requirements and deadlines. Students who do not officially withdraw from a class will receive a failing grade. Such a failing grade becomes a part of their permanent transcript records and could have a negative effect on future college admissions, scholarship opportunities, and/or financial aid. All Dual Enrollment students are responsible for notifying their high school counselor, in writing, of their intent to withdraw from any Dual Enrollment course. Withdrawals will be processed by the Dual Enrollment office once written approval is received from the student's high school counselor. All student advising, including but not limited to posted withdrawal procedures, is the responsibility of the District.

H. Publicity. The District may not use UF's name, logos, trademarks, or images or the name or image of any employee or official of UF in any fundraising, publicity, advertising, or media release without the prior written consent of UF on each occasion, which may be given only by the UF Vice President for University Relations or designee. UF may not use the District's name, logos, trademarks, or images or the name or image of any employee or official of the District in any fundraising, publicity, advertising, or media release without the prior written consent of the District on each occasion.

III. ROLE OF THE UNIVERSITY

The University will:

A. Publish deadlines and procedures on the Dual Enrollment website (https://dualenrollment.dce.ufl.edu).
B. Advise students of college-level expectations and procedures as delineated in the attached **Appendix C**, which is attached hereto and incorporated herein by reference.
C. Provide advising, as appropriate, to ensure proper course placement and selection.
D. Notify the student of his or her grades as is regularly done with University students. In addition, a document will be sent via postal mail or an electronic transmission system to the High School indicating work completed.
E. Have a process in place for virtual instructors to comply with student IEPs and 504s plans.
F. Assign a letter grade to each student enrolled in a Dual Enrollment course.

G. Be responsible for making an annual report to the Commissioner of Education on the operation of the Dual Credit Enrollment program. The District will provide to the University any information requested to complete such reports.

H. Be responsible for monitoring the quality of curriculum to ensure that instruction is consistent with the University of Florida's policies and procedures.

IV. ROLE OF THE DISTRICT:

The District will:

A. Verify the enrolled students are residents of the school district and eligible for enrollment in accordance with Section 1007.271 Florida Statutes.

B. Verify that the high school student and his/her parent(s) or guardian(s) have been counseled on the advisability of taking one or more college courses while in high school and on the specific requirements of the Dual Enrollment program. Pre-registration advising will include the curricular expectations of university-level academic work that typically exceed the work required of high school courses. Pre-registration advising will also include information regarding UF's published add/drop policies and deadlines, as well as the impact of performance in Dual Enrollment courses, which become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

C. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs.

D. Provide access to computers and equipment, with internet access as necessary.

E. Inform students and their parents about opportunities for students to participate in Dual Enrollment with the University.

F. Designate a District Liaison to act for School Board in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.

G. Pay UF the standard tuition rate per credit hour plus the tuition differential set forth in UF Regulation 3.0375, as amended, from the Florida Education Finance Program funds to the University. The current amount is $149.24 per credit hour for all District students enrolled. This rate is subject to change annually.

H. Reimburse UF for tuition for all students who are registered by the end of UF's Drop/Add period, within 30 days of receipt of the invoice. The District will have no obligation to pay tuition for summer terms.

I. Provide Dual Enrollment students, free of charge, required college textbooks and other instructional materials in accordance with Florida Statutes §1007.271(17). Instructional materials purchased by the District on behalf of Dual Enrollment students shall be the property of the District against which the purchase is charged.

J. Award high school credit for the course(s) upon successful completion by the Dual Enrollment student and assign grade points, equivalent to those for AP/IB/AICE courses. Courses not taken for a grade are ineligible for Dual Enrollment. The Dual Enrollment Course—High School Subject Area Equivalency List published by the Florida Department of Education mandates the minimum subject area credit awarded for specific courses taken through Dual Enrollment. Courses not appearing on this list will be awarded high school elective credit with 3 University credit hours translating to 0.5 high school credits.

K. Perform the initial screening and monitor student performance while participating in the Dual Enrollment program. The District's counselors will communicate, as needed, with UF Dual Enrollment staff in connection with student monitoring (and, if necessary, providing support for) while participating in the Dual Enrollment program.

V. JOINT RESPONSIBILITIES

A. UF and the District warrant and agree that all Dual Enrollment courses shall meet the provisions of the current State of Florida laws and regulations.

B. UF and the District will establish budgetary procedures to support specialized Dual Enrollment programs, which will include the following provisions:

1. UF and the District will be eligible for Full-Time Equivalency (FTE) funding in accordance with Florida law and rules.
2. Dual Enrollment students are exempt from the payment of registration, tuition, and laboratory fees for courses taken through Dual Enrollment at Florida public colleges or universities.

C. UF and the District will inform students and parents of the following:

1. Dual Enrollment college credit will transfer to any Florida public college or university offering a course with the same prefix and number. The course credit will be treated as though taken at the receiving institution.
2. If students do not, upon high school graduation, attend the same college or university where they earned the Dual Enrollment credit, the application of transfer credit to general education, prerequisite, and degree programs may vary at the receiving institution.
3. If students choose to enroll in courses that require placement exams, the students will not be required to pay for any/all placement exams.

VI. MISCELLANEOUS PROVISIONS

A. **Liability**. To the extent permitted by Florida law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment under this Agreement.

B. **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

C. **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

D. **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex, or sexual orientation in the performance of the Parties' respective duties, responsibilities, and obligations under this Agreement.

E. **Remedies**. All rights and remedies provided in this Agreement are not intended to be exclusive of any other rights or remedies, and all rights and remedies shall be cumulative and shall be in addition to any other rights or remedies now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.

F. **Annual Appropriation**. The performance and obligations of both, School District and UF, under this Agreement, shall be contingent upon an annual budgetary appropriation by its governing body and/or the

legislature. If either party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such party at the end of the period for which funds have been allocated upon written notice to the other party at the earliest possible time before such termination. No penalty shall accrue to such terminating party in the event this provision is exercised, and such terminating party shall not be obligated or liable for any future payments due or any damages as a result of termination.

G. **Excess Funds**. Any party receiving funds paid under this Agreement agrees to promptly notify the other party of any funds erroneously received upon the discovery of such erroneous payment or overpayment and to refund such excess funds payment.

H. **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. In the event of any legal or equitable action arising under this Agreement, the Parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of Florida located in Alachua County, and the Parties specifically waive any other jurisdiction and venue.

I. **Public Records**. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public records request served upon it pursuant to Chapter 119, Florida Statutes. Each party acknowledges that this Agreement and all attachments thereto are public records.

J. **Student Records**: Notwithstanding any provision to the contrary within this Agreement, both Parties to this Agreement shall fully comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and any other state or federal law or regulation regarding the confidentiality of student records.

K. **Safeguarding the Confidentiality of Shared Student Records**.

The Parties agree to:

1. Hold the student records and information in strict confidence and not use or disclose them except as required by this Agreement or permitted by law. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.
2. 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.
3. Continually monitor its operations and take all actions necessary to ensure that the student information and records are safeguarded in accordance with the terms of this Agreement.

L. **Background Screening.** Dual Enrollment students attending courses through UF are deemed to be post-secondary students. UF instructional personnel are not required to submit to the same level of background screening as secondary school instructional personnel. Accordingly, applicable UF instructional personnel will not require access to the School Board school grounds nor require direct contact with secondary school students beyond the scope of its post-secondary curriculum delivered through its online process.

M. **Entirety of Agreement**. This Agreement ratifies or modifies all other agreements between the School Board and UF that may affect Dual Enrollment. 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 Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

N. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Reference in the preceding sentence to "assigns" shall not be deemed or construed to authorize, legitimatize, or render effective any assignment in violation of the provisions of paragraph O below.

O. **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.

P. **Incorporation by Reference**. All Exhibits/Appendices attached hereto and referenced herein Appendices A-C shall be deemed to be incorporated into this Agreement by reference.

Q. **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

R. **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included herein.

S. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

T. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

U. **Waiver.** The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

V. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any

other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

W. Default. The Parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days' written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. Such termination shall not affect the rights and duties of the Parties under this Agreement with respect to the Dual Enrollment students enrolled in the then-current UF academic semester.

X. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement 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 Agreement.

Y. Notice. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by either email or U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School District of Manatee County:
Kevin Chapman
Interim Superintendent of Schools
215 Manatee Ave. W.
Bradenton, FL 34205

With a copy to School Liaison:
Erin Chapman
Coordinator of Instructional Projects
School District of Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205
chapmane@manateeschools.net

To University of Florida:
Nico L. Rose
Assistant Provost for Teaching and Technology
University of Florida
P.O. Box 113175
Gainesville, FL 32611
n.rose@ufl.edu

[Signature page to follow.]

SIGNATURE PAGE TO DUAL ENROLLMENT ARTICULATION AGREEMENT
BETWEEN THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES AND
SCHOOL DISTRICT OF MANATEE COUNTY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date indicated below.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA:

Witnesses:

By: _____ Date: _____
Board Chair

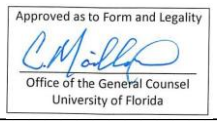
By: _____ Date: _____
Superintendent of Schools

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES:

By: _____ Date: _____
Nico L. Rose, Assistant Provost
for Teaching and Technology

By: _____ Date: _____
Dr. Brian Harfe, Interim Associate Provost
for Teaching and Technology

By: _____ Date: _____
Dr. Joe Glover, Provost

By: 

_____ Date: _____
Colin Mailloux, Senior Counsel

Appendix A
Tentative Course List*

Course Number	Course Title	High School Subject Area	High School Credit Awarded	College Credits Awarded	*State (SUS) General Education Core Course	**UF General Education Core Course
AEB 2014	Economic Issues, Food and You	Elective	0.5	3	No	Yes Social Science
ANT 2000	General Anthropology	Elective	0.5	3	Yes Social Science	Yes Social Science
ANT 2140	Intro to World Archeology	Elective	0.5	3	Yes Humanities	Yes Humanities & International
ANT 2410	Cultural Anthropology	Elective	0.5	3	No	No
ARC 1720	Survey of Architecture History	Elective	0.5	3	No	Yes Humanities & International
ARH 2000	Art Appreciation	Performing/ Fine Arts	0.5	3	Yes Humanities	Yes Humanities
AST 1002	Discovering the Universe	Science	0.5	3	Yes Natural Science	Yes Physical Sciences
BSC 2005	Biological Sciences (Non-Majors)	Science	0.5	3	Yes Natural Science	Yes Biological Science
BSC 2460	Can We Design "Better" Humans?	Elective	0.5	3	No	Yes Biological Science & International
CHM 1020	Chemistry for the Liberal Arts	Science	0.5	3	Yes Natural Science	Yes Physical Science
CHM 1025	Introduction to Chemistry	Science Req: MAC 1147	0.5	2	Yes	Yes Physical Science
CLP 3144	Abnormal Psychology	Elective *PreReq: PSY 2012*	0.5	3	No	No
COP 3502C	Programming Fundamentals 1	Elective *DE PreReq: MAC2311*	1.0	4	No	No
COP 3503C	Programming Fundamentals 2	Elective *PreReq: COP3502*	1.0	4	No	No

COP 3530	Data Structures and Algorithm	Elective *PreReq Required**	1.0	3	No	No
COT 3100	Applications of Discrete Structures	Elective *PreReq Required**	1.0	3	No	No
DEP 3053	Developmental Psychology	Elective *PreReq: PSY 2012*	0.5	3	No	No
ECO 2013	Principles of Macroeconomics	Social Science	0.5	4	Yes Social Science	Yes Social Science
EEL 3872	Artificial Intelligence Fundamentals	Elective	0.5	3	No	No
EGS 1006	Introduction to Engineering	Elective	0.5	1	No	No
ENC 1101	Writing Academic Arguments	English	1.0	3	Yes Composition	Yes Composition
ENC 1102	Rhetoric and Academic Research	English *PreReq: ENC 1101*	1.0	3	Yes Composition	Yes Composition
ENY 2040	The Insects	Science	0.5	3	No	Yes Biological Science
ESC 1000	Introduction to Earth Science	Science	0.5	3	Yes Natural Science	Yes Physical Sciences
EVR 2001	Introduction to Environmental Science	Science	0.5	3	Yes Natural Science	Yes Physical or Biological Science & International
FOS 2001	Man's Food	Elective	0.5	3	No	Yes Biological Sciences
GEA 1000	Geography of a Changing World	Elective	0.5	3	No	Yes Social Science, International
GEO 2242	Extreme Weather	Elective	0.5	3	No	Yes Physical Science
GLY 1102	Age of Dinosaurs	Elective	0.5	3	No	Yes Physical or Biological Science

GLY 1880	Earthquakes, Volcanoes and Other Hazards	Elective	0.5	3	No	Yes Physical Sciences
HSC 2103	Personal and Family Health	Physical Education: Personal Fitness	0.5	3	No	Yes Social Science
IDS 1703	Frontiers of AI: Artificial Intelligence	Elective	0.5	1	No	No
LEI 2181	Leisure Contemporary Society	Elective	0.5	3	No	Yes Social Science
LIT 2000	Introduction to Literature	English *PreReq: ENC 1101*	1.0	3	Yes Humanities	Yes Humanities
MAC 1105	College Algebra	Mathematics *Placement test needed*	1.0	3	Yes Mathematics	Yes Mathematics
MAC 1114	Trigonometry	Mathematics *Placement test needed*	1.0	2	No	Yes Mathematics
MAC 1140	Precalculus Algebra	Mathematics *Placement test needed*	1.0	3	Yes Mathematics	Yes Mathematics
MAC 1147	Precalculus: Algebra and Trigonometry	Mathematics *Placement test needed*	1.0	4	Yes Mathematics	Yes Mathematics
MAC 2233	Survey of Calculus 1 (for Business majors)	Mathematics *Placement test needed*	1.0	3	Yes Mathematics	Yes Mathematics
MAC 2311	Analytic Geometry and Calculus 1	Mathematics *Placement test needed*	1.0	4	Yes Mathematics	Yes Mathematics
MAC 2312	Analytic Geometry and Calculus 2	Mathematics *Req. MAC 2311 or equivalent*	1.0	4	Yes Mathematics	Yes Mathematics
MAC 2313	Analytic Geometry and Calculus 3	Mathematics *Prereq: MAC 2312*	1.0	4	No	Yes Mathematics
MAP 2302	Differential Equations	Mathematics *Prereq: MAC 2312 or equivalent*	1.0	3	No	Yes Mathematics

MAS 3114	Computational Linear Algebra	Elective *Prereq: MAC 2313*	1.0	3	No	No
MCB 2000	Microbiology	Science	0.5	3	No	Yes Biological Sciences
MUL 2010	Experiencing Music	Performing/ Fine Arts	0.5	3	Yes Humanities	Yes Humanities & International
PHY 2020	Introduction to Principles of Physics	Science	0.5	3	Yes Natural Science	Yes Physical Sciences
PSY 2012	General Psychology	Elective	0.5	3	Yes	Yes Social Science
REL 2300	Introduction to World Religions	Elective	0.5	3	No	Yes Humanities & International
SPM 2000	Intro to Sport Management	Elective	0.5	3	No	No
SPN 1130	Beginning Spanish 1	Elective: Foreign Language	1.0	5	No	No
SPN 1131	Beginning Spanish 2	Elective: Foreign Language	1.0	5	No	No
STA 2023	Introduction to Statistics	Mathematics	1.0	3	Yes Mathematics	Yes Mathematics
SYG 2000	Principles of Sociology	Elective	0.5	3	Yes Social Science	Yes Social Science
THE 2000	Theater Appreciation	Performing/ Fine Arts	0.5	3	Yes Humanities	Yes Humanities
WIS 2040	Wildlife Issues	Elective	0.5	3	No	Yes Biological Sciences
WIS 2552	Biodiversity Conservation-Global Perspective	Elective	0.5	3	No	Yes Biological Sciences & International
WST 2322	Introduction to Health Disparities	Elective	0.5	3	No	No

***NOTES:**
All courses and faculty are subject to change.
Some courses have prerequisites you must meet before being approved

Math Placement via ALEKs score:

If your major requires MAC 2233:	
ALEKS Score	The first course listed in **bold** is the course you should begin with:
0 - 45%	**MAC 1105** → MAC 1140 → MAC 2233
46 - 60%	**MAC 1140** → MAC 2233
61% and above	**MAC 2233***

If your major requires MAC 1105, MAC 1140, MAC 1147, or MAC2311 (or you are pre-health):	
ALEKS Score	The first course listed in **bold** is the course you should begin with:
0 - 45%	**MAC 1105** → MAC 1140 → MAC 1114 → MAC 2311
46 - 60%	**MAC 1140** → MAC 1114 → MAC 2311
61- 75%	**MAC 1147** → MAC 2311
76% and above	**MAC 2311***

If you have incoming math credit, you may use that as placement into Math courses at UF if the credit appears on your transcript or you provide proof of credit. However, the ALEKS placement is the best predictor of success in UF MAC courses.

If you have any questions, please email us at Dual-Enrollment@dce.ufl.edu or call 352-273-4155.

Appendix B

Online Registration Process: Once student has spoken with individual school counselor about intent to participate in our program:

1. Student should browse the Courses section of our website to familiarize themselves with available courses.
    a. Parent/Student will fill out the UF online Dual Enrollment Application (on our website) requesting admission into the program
        i. Scores and GPA provided will be verified with the school counselor or submitted with the application if home-schooled
    b. Parent/Student will be asked to fill out the Dual Enrollment Agreement, which details program requirements/rules
    c. Parent/Student will be notified of acceptance by email
    d. Student Services will contact by email with orientation instructions and to set up an optional advising/registration appointment
    e. Student will be registered by Dual Enrollment staff and verification will be sent to the schools at the beginning of each term

If you have any questions, please email us at Dual-Enrollment@dce.ufl.edu or call 352-273-4155.

Appendix C

Online Student Orientation: Each student will have an individual advising session with a Dual Enrollment advisor via phone/Zoom.

1. Orientation to Include:
    a. How to sign up for a GatorLink account
    b. Expectations of UF students
    c. ISIS system- Clearing holds
    d. E-Learning log-in page
    e. Advisor and advising relationship
    f. Student responsibilities every semester
2. Student Services/Advising Responsible for:
    a. Review of courses completed
    b. Video, email, or phone updates 3 times a semester minimum
    c. Course grades monitoring and instructor contact assistance throughout the semester-if needed
    d. Connecting student to resources as needed on campus
    e. Identifying and contacting high-risk students via grade monitoring
3. In first Advising Meeting, priorities are:
    a. Welcome and Introductions
    b. Clarity about expectations
    c. Reminder that grades are on permanent high school and college transcripts
    d. Encouragement to thoroughly explore the course before drop/add and advise of deadline
    e. Discussion about how our current courses will fit their graduation and gen ed needs
    f. Review of selected courses for registration and textbook procedures
4. Every semester, the students will be registered by the dual enrollment team.

If you have any questions, please email us at Dual-Enrollment@dce.ufl.edu or call 352-273-4155.

AGENDA ITEM NO. 9.18

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title

Approval to Renew the Contract Between the Boys & Girls Clubs of Manatee County and the School Board of Manatee County to Provide Before-School and/or After-School Programs and/or Summer Programs at Identified Manatee County Schools During the 2025-2026 School Year (No Financial Impact)

Executive Summary

The Boys & Girls Clubs of Manatee County will provide before-school and/or after-school programs and/or summer programs for registered Manatee County students at the following locations: Daughtrey Elementary, Rogers Garden-Bullock Elementary, Oneco Elementary, and Manatee Elementary.

All curriculum used by The Boys & Girls Club of Manatee County will be approved by the Director of Elementary Curriculum. The Boys & Girls Clubs of Manatee County 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 needed students.

All staff members will be district employees, or level II screened staff.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Recommendation

The Superintendent recommends approval of the contract between The Boys & Girls Clubs of Manatee County and the School District of Manatee County (No Financial Impact).

Financial Impact

There is no financial impact.

Contact

Submitting Department: Student Services
Initiated By: Dr. Laurie Breslin

Attachments:
2025-2026 BOYS and GIRLS Club MOU

BOYS & GIRLS CLUBS OF MANATEE COUNTY, INC.
AND
THE SCHOOL BOARD OF MANATEE COUNTY

SCHOOL SERVICES AGREEMENT
2025-2026

This Agreement is entered the 1st day of July 2025, by and between the BOYS & GIRLS CLUBS OF MANATEE COUNTY, INC., hereinafter referred to as "The Provider," and THE SCHOOL BOARD OF MANATEE COUNTY, hereinafter referred to as "The Board." This agreement will expire at the end of the 2025-2026 school year.

The BOYS & GIRLS CLUBS OF MANATEE COUNTY will provide before-school and/or after-school programs and summer programs for registered Manatee County school students at the following locations: Daughtrey Elementary, Rogers Garden-Bullock Elementary, Oneco Elementary, and Manatee Elementary. Boys & Girls Club employees will work with students on phonics and vocabulary activities contained in the district's Mentoring Toolkit https://www.manateeschools.net/literacy

The BOYS & GIRLS CLUBS OF MANATEE COUNTY agrees to ensure all employees and volunteers have level II screening, provide these services to all students as capacity allows attending the aforementioned schools, provided appropriate fees are paid and scholarships are made available to students in need. A student participation fee not to exceed $900.00 annually, per participant, shall apply at each site.

In addition, only employees of the School District of Manatee County and level II screened individuals may administer and participate in the program that takes place on school grounds unless otherwise modified or amended in writing. The Provider also agrees to run their program in accordance with the school district calendar. 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 literacy mentors to work in a before-school, after-school program, and/or summer program for school students attending the following schools: Daughtrey Elementary, Rogers Garden-Bullock Elementary, Oneco Elementary, and/or Manatee Elementary.

B. To provide youth-development programs beginning July 1, 2025 and ending on June 30, 2026, to kindergarten through fifth grade students at the designated elementary schools.

C. Academic Programs (instructional materials, resources, and assessments) must beapproved by the curriculum team of the Board, sending items for review to the Director of Elementary Curriculum. No materials, resources, or assessments will be used unless approved by the curriculum team.

D. To provide and maintain all necessary materials for the program.

E. To operate out of school time programs. The specific time of operation shall be determined in collaboration with the district's volunteer coordinator and/or Principal. At a minimum the program will run on regular school attendance days.

F. The Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least two million dollars per occurrence and such insurance will name The 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. Insurance will be issued on companies acceptable to The Board.

G. To provide a site coordinator or other qualified individual, such as a teacher, paraprofessional or someone who works at the school as Boys & Girls Club program staff. That person will be responsible for the overall supervision and management of the total operation of the program at each designated school.

H. The Provider, to the extent permitted by law, to indemnify and save and hold harmless The Board , 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, including reasonable attorney fees, 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. 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. The Provider hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

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

K. 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 School District of Manatee County is under no legal obligation to furnish student records to the Provider. Any records requested by the Provider must be done on an individual basis with proper legal authorization from a legal guardian and/or parent. At no point in time, will the District allow access to their student information system and/or generate reports under the FOCUS system for the Provider.

II. The Board Agrees:

A. To waive the facility usage fees for operation of youth development programs at the designated schools for the times they are in session during the school year and the summer. The Provider will pay any rental fees or dues typically charged by the school district when using school campuses that are not the designated schools. The programs will be in operation on student attendance days. Any special events outside of student attendance days must receive prior approval and facility usage fees may be charged.

B. To provide suitable space and secured storage for the programs as designated by the school principal.

C. To provide general maintenance and cleaning of the program space, including refuse removal.

D. To provide internet access for use in supporting programs.

E. To provide a means for emergency communication when the school office is closed.

F. To provide data collection and aggregate analyses for student groups of 10 or more

(excluding individual student data) and the management processes needed to ensure that continuous progress is made in areas that are supported by the provider. These areas include:

Elementary Schools:

- Improved attendance (10% cut-off, percent of students who have more than 10% absences)
- Decreased summer learning loss
- K-5 ELA & Math: Improved progress towards grade level proficiency on State Progress Monitoring Assessments (administered at beginning, mid-year, and end of year). (If looking for outcomes for success: will provide: meeting State Proficiency and State Growth/Learning Gains targets).
- 5th Science: Meeting State Proficiency (If looking for outcomes for success: will provide: meeting State Proficiency targets).

Use of Data: The data to be collected and analyzed, and then shared with the provider to be used to:

- Evaluate progress of the initiatives and programs
- Share progress
- Inform next steps

Timeline for data dissemination: Twice per year (January and June) for attendance data. Twice per year: September/October and June for State Progress Monitoring data. Once per year: July for 5th Science

III. Miscellaneous

A. This agreement will remain in effect for the 2025-2026 school year unless terminated by either party by giving written notice to the other party that the agreement will terminate 30 days from receipt of the said notice.

B. The Volunteer Coordinator 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 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.

F. The Provider and its volunteers are invited and encouraged to participate in all Soar in 4 monthly events, as well as the individual school Soar in 4 events. The Provider is invited to set up a table and provide informational resources to the families and/or educational materials and supplies that align with the topics for each event.

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 failure to 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. Student Records

FERPA is a federal law that protects the privacy of student education records, and the PII contained therein, maintained by educational agencies or institutions or by a party acting for the agencies or institutions. The FERPA statute is found at 20 U.S.C. § 1232g and its implementing regulations are set forth at 34 CFR Part 99. FERPA applies to all educational agencies and institutions that receive funds under any program administered by the Secretary of the U.S. Department of Education (Department).

It is expressly understood that the services provided by the Boys & Girls Club do not fall within any exception to FERPA. The School District of Manatee County will not provide any student school records absent a written authorization for each and every student. The District is under no obligation to provide any specific school data for tests, grades or student growth to the Boys & Girls Club, nor any other outside entity on behalf of the Boys & Girls Club.

VII. 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 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.

VIII. Termination

Either party to this agreement may terminate the agreement with 30 days written notice to the other party as listed below.

IX. 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.

CONTRACTOR E-VERIFY NUMBER: 901106

[The Remainder of This Page is Intentionally Left Blank]

BOYS & GIRLS CLUBS OF MANATEE COUNTY, INC.	**SCHOOL BOARD OF MANATEE COUNTY**
5/22/2025	
Dawn Stanhope Date	Superintendent Date
President/CEO	School District of Manatee County

Board Chair Date
School Board of Manatee County

AGENDA ITEM NO. 9.19

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Renew the Memorandum of Understanding with Step Up Suncoast/Head Start for the 2025-2028 School Years (No Financial Impact)

Executive Summary
Step Up Suncoast/Head Start provides screening and services to children ages birth-2 years old as required by federal and state guidelines. Screening information is provided to school district staff allowing enough time for students with disabilities to be evaluated and have an Individual Education Plan (IEP) developed by their third birthday.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 5
Continue to partner with community-based agencies to ensure expanded Pre-K learning opportunities and alignments

Ready To Learn | Goal 6
Expand the availability of relevant literacy training and reading materials for first-time parents and families

Recommendation
The Superintendent recommends approval to renew the Memorandum of Understanding with Step Up Suncoast/Head Start for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no cost to the General Fund.

Contact
Submitting Department: Early Learning
Initiated By: Dr. Sheila Halpin

Attachments:
2025-2028 Step-up Suncoast

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
STEP UP SUNCOAST, INC.
AND
THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
(2025-2028)

This Memorandum of Understanding (MOU) is entered into between Step Up Suncoast. Inc. 6428 Parkland Drive, Sarasota, Florida 34243. hereinafter referred to as "The Provider", "vendor" or "Step Up Suncoast" and The School District of Manatee County, hereafter referred to as "The District.'" The purpose of this Cooperative Agreement is to assure a positive working relationship between the two agencies, working collaboratively in the best interests of the children and families they both serve. Step Up Suncoast/ Head Start is a program operated under the auspices of the Provider. This MOU shall become effective July 1, 2025, and terminate June 30, 2028.

I. The Provider Agrees:

A. To screen all Step-Up Suncoast/ Head Start children referred to the district using the ASQ 3, and to also complete vision/ hearing screenings and a district provided speech/ language screener for all children. For children to be staffed eligible for ESE services by January, referrals must be submitted by mid-September. For children that have failed either hearing or vision screeners, Step Up Suncoast/ Head Start, will notify Child Find Specialist of the status.

B. To provide a copy of the ASQ 3, evidence of passed vision and hearing screening and a completed district provided speech language screener, The Early Learning Family Support Center Parent Questionnaire, any private evaluations, birth certificate or alternate acceptable record of birth document, parent identification, and other information requested by the School District including the District registration packet. -

To provide Step Up Suncoast Head Start parents with information about how Head Start and the Board work collaboratively, through the District Child Find Specialist(s) and Evaluation Team to identify special needs of students and services which parents may wish to access for their children in either or both Step Up Suncoast/ Head Start and District facilities.

C. Step Up Suncoast/ Head Start will obtain a release of information from parents of children referred to the District, using the Early Learning and Family Support Center release form, thereby permitting open communication between the two agencies and the involved parents. This release of information shall specify sharing of written and verbal information, including all screening and test results and reports.

D. To refer children to the District Child Find Specialist and the Early Learning and Family Support Team as soon as a need is evident and by age 34.5 months and until end of March prior to Kindergarten entry.

E. To provide support to parents during the in-take and evaluation process, by the District Child Find Specialist and Early Learning and Family Engagement Team personnel as appropriate for each individual child, including reminding families about scheduled appointments at the Early Learning and Family Support Center and District arranged parent meetings.

F. To provide direct specialized instruction to full time Head Start students who are classified as Exceptional Student Education students under applicable Federal and State laws, rules, and regulations in Head Start Centers.

G. To arrange for the participation of their teachers who provide specialized instruction for students with disabilities in all appropriate meetings, including Eligibility and Placement, parent conferences, IEP meetings, and any other appropriate meeting, consistent with all laws, regulations, and rules pertaining to the identification of students suspected of having disabilities and for students who have been identified as students with disabilities.

H. To provide information that is requested by the District in order to develop progress reports and appropriate IEPs for students and maintain compliance with district and state requirements, including but not limited to teacher input forms, progress report forms, and COS developmental checklists.

I. Step Up Suncoast/Head Start agrees that all Head Start teachers providing direct specialized instruction to Exceptional Student Education students in Head Start Centers shall meet credential requirements. Notwithstanding any advice that the District, or any of its representatives, may give the Provider, it is the responsibility of the Provider to ensure compliance with all teacher credential requirements.

J. Head Start and Florida teacher credentials-shall be provided to the District ESE registrar for all teachers of students who are receiving Exceptional Student Education services at Head Start centers.

K. To provide testing and therapy space for the District provided speech language pathologist assigned to provide speech-language screenings, evaluations and therapy service in the Rise and Shine Early Leaming Morton Clark, Rise and Shine Palmetto, Rise and Shine West Bradenton, and Rise and Shine Parkland.

L. Progress reports for students receiving Exceptional Student Education in Head Start Centers shall be provided at the same intervals as done by the District.

M. Step Up Suncoast/Head Start may complete independent evaluations for their students, at their discretion and expense.

N. Step Up Suncoast Head Start agrees to submit attendance records weekly to the ESE registrar, using forms and procedures that the District has established.

O. Step Up Suncoast Head Start agrees to promptly facilitate parental submission of all required enrollment records to ESE registrar, including but not limited to the official birth certificate, school physical, updated immunization records, student home address verification, contact telephone numbers and any other documentation necessary for enrollment, according to the time frame/ schedule established by the District.

P. Step Up Suncoast/ Head Start agrees to not bill parent's health insurance for any services for which Florida Education Finance Program FTE funding is earned.

Q. Step Up Suncoast/ Head Start assures the District that it does not discriminate on the basis of sex, marital status, national ongoing, religion, disability or age, in the operation of its business or provision of services.

R. With the exception of any act of negligence on the part of The District or its employees, Step Up Suncoast Head Start agrees to be liable for, and shall indemnify, defend and hold The District 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 MOU, and shall secure and maintain in force liability insurance to provide such indemnification.

S. Step Up Suncoast Head Start at school sites agrees to communicate in an expeditious manner with the administration of the school prior to sending out notices to families pertaining to incidents, events, illnesses, and more. There will be a continuous line of open communication between Step Up Suncoast Head Start and the District administration about any topic that impacts students enrolled in the school district, their families, or their school family. Likewise, the District will communicate with Step Up Suncoast Head Start about any topic that impacts Step Up Suncoast Head Start students, their families, or their organizational family.

II. The District Agrees:

A. To accept Step Up Suncoast/ Head Start administered ASQ 3 screenings, vision, hearing and other screenings, while reserving the right to re-screen with the same or additional instruments or procedures.

B. To provide up to 1.0 FTE speech-language pathologist to work with Head Start students who meet Florida eligibility criteria at Rise and Shine Early Leaming Morton Clark, Rise and Shine Palmetto. Rise and Shine West Bradenton, Rise and Shine Parkland.

C. The District Child Find Specialist(s), working collaboratively with the District Early and Family Support Evaluation Team shall function to complete a record review, and recommend any needed evaluations for each child referred by Step Up Suncoast/Head Start.

D. Assigned District employee/designee will contact parents to set up appointments for evaluations and provide a copy of appointment letter to Head Start if a two-way release has been received. The District employee will collaborate with the Head Start staff to ensure that the family can complete registration process.

E. To complete appropriate evaluations for all children for whom the Child Find Specialist and Early Learning and Family Support Team have recommended within the evaluation completion timeline established by the Florida Department of Education.

F. To notify parents, and copy Step Up Suncoast-Head Start if for reasons beyond the control of the Early Learning and Family Support Evaluation Team, evaluations of children are not completed within the evaluation completion timeline established by the Florida Department of Education.

G. For the four (4) Head Start Centers specified above, all evaluations will be completed by School District employees/designees.

H. To invite Step Up Suncoast-Head Start representatives at parents' request to participate in all meetings scheduled with parents to discuss evaluation results, to discuss eligibility, and to develop Individual Education Plans.

I. Step Up Suncoast/Head agrees to facilitate necessary parental and teacher participation in all meetings, required to complete evaluations, staffing and enrollment into District Schools.

J. In accordance with all applicable federal and state laws and regulations, all Step Up Suncoast/Head Start children deemed eligible for exceptional student education services will have these services delivered in the least restrictive environment, in the appropriate Manatee County public school or Head Start Center setting located in Manatee County for students between the ages of three years and eligibility for Kindergarten entry, which is age 5 on or before September 1 of the current school year.

III. The Provider and The District Mutually Agree:

A. To work collaboratively to provide specially designed instruction to Head Start students in Manatee County as stated on the students' Individual Education Plans.

B. To collaborate and promote continuity of services and effective transitions for the children participating in the Head Start Program who will enroll in the District as described in Section 642A and 642(b)(13) of the Head Start Act.

C. Students eligible to receive full or part time Exceptional Student Education may be dually enrolled in the School District and Step Up Suncoast Head Start. Exceptional Student Education services shall be delivered in Step Up Suncoast, Inc. Head Start facilities located in Manatee County, using Step Up Suncoast Head Start appropriately - credentialed personnel, or Department of Health licensed speech-language shall also be delivered in the four (4) designated Head Start Center locations by a School District provided speech-language pathologist

D. With appropriate parental consent, information shall be freely exchanged by Step Up Suncoast/Head Start and the District, with the purpose of reviewing and monitoring student progress.

E. All ESE children enrolled solely in Step Up Suncoast Head Start programs for students with disabilities programming shall be reported to the District for the federal count of Exceptional Student Education student no later than the last day of the October FTE count for the current school year.

F. Students receiving Exceptional Student Education and related services solely in Step Up Suncoast Head Start centers located in Manatee County shall be reported to the Florida Department of Education for funding purposes. These funds shall be retained by the District.

G. All Exceptional Student Education services shall be delivered in Manatee County.

H. The District and Step Up Suncoast Head Start agree to collaborate on cross training staff development opportunities.

I. Step Up Suncoast/Head Start will provide the District with a list of names and addresses of children receiving ESE services who will be transitioning to public school Kindergarten, by October 1 of each school year.

J. Both parties agree to comply with federal, state and local regulations relating to the education of students with disabilities. Placement of students in Speech-Language services or any other Exceptional Education services under this agreement shall be in accordance with the Manatee County District Schools Special Programs and Procedures document for Exceptional Student Education.

K. Unforeseen questions or any problems whatsoever arising during the administration of the MOU between parties shall be resolved through negotiation. 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 MOU as a clarifying interpretation.

L. This MOU shall become effective July 1, 2025, and terminate June 30, 2028.

M. To retain all required records for required retention periods.

N. To grant access by 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 MOU or which are directly pertinent to that specific MOU for the purpose of making audit, examination, excerpts, and transcriptions.

IV. 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.

V. Step Up Suncoast, Inc./ Head Start does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age, in the operation of the business or in the provision of services.

VI. Compliance with The Jessica Lunsford Act

Vendors, individuals, or entities under contract with the School District 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 District of Manatee County required to go on school grounds when students are present, must agree to indemnify and hold harmless the School District for any claims made against the School District related to the failure to comply with this requirement.

VII. 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.

VIII. Step Up Suncoast agrees to follow the School District of Manatee County's COVID-19 protocols when on school grounds.

IX. Public Records:

IF THE STEP UP SUNCOAST HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLICRECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton, Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

IX. Insurance and Indemnification

Step Up Suncoast 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 pr vided by law. When pertaining to a services contract, Step Up Suncoast 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 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 w ill 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

X. Sovereign Immunity

The parties acknowledge and agree that the School District, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768 28 Florida Statutes No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

XI. 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 cost of such dispute will be borne by the individual party.

XII. Termination

Either party to this agreement may terminate the agreement with 30 days written notice to the other party as listed below.

XIII. Signatures

This Memorandum of Understanding is an expression of cooperation for the purpose of providing services to clients and coordinating activities to the extent possible and as allowed by law. No contract rights attach to this Agreement for any of the parties or for any third- party beneficiaries. A party may terminate their involvement in the Agreement without cause upon written notice to the remaining parties.

IN WITNESS THEREOF, the parties hereto have caused this eight-page MOU to be executed by their undersigned officials as duly authorized.

MANATEE COUNTY SCHOOL BOARD COUNTY, FLORIDA

_____ _____
Director, Early Learning — Date
School District of Manatee County

_____ _____
Superintendent — Date
School District of Manatee County

_____ _____
Board Chair — Date
School Board of Manatee County

Approved as to Form:

_____ _____
General Counsel — Date

STEP UP SUNCOAST, INC.

Amy Yount (Mar 10, 2025 21:45 EDT) — 03/10/2025
Amy Yount, President/CEO — Date
Step Up Suncoast, Inc.

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Step Up Suncoast, Inc.

Address: 6428 Parkland Drive, Sarasota, FL 34243

Phone Number: (941) 827-2887

Authorized Representative's Name: Amy Yount

Authorized Representative's Title: President and CEO

Email Address: ayount@stepupsuncoast.org

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Amy Yount (May 13, 2025 11:38 EDT)

Signature of Authorized Representative

May 13, 2025

Date

AGENDA ITEM NO. 9.20

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Renewal Memorandum of Understanding (MOU) Between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2025-2026, 2026-2027, and 2027-2028 School Years, Not to Annually Exceed $64,000.00 (General Fund)

Executive Summary
Take Stock in Children (TSIC) of Manatee County, Inc. provides one-to-one college mentoring and post-secondary tuition scholarships for deserving students in 6th through 12th grades throughout the School District of Manatee County. This agreement will allow TSIC to provide student advocacy and approved mentors to meet with students during school hours. By mutually agreeing to work together for student achievement, TSIC will be able to provide documentation needed by the Florida Department of Education to ensure the program is successful and meets student's needs.

The attached Memorandum of Understanding (MOU) serves as an understanding between the parties to operate a successful collaboration. A copy of the Memorandum of Understanding is attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends approval of the renewal memorandum of understanding (MOU) between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2025-2026, 2026-2027, and 2027-2028 school years, not to exceed $64,000.00 annually (General Fund).

Financial Impact
Not to exceed $64,000 annually.

Contact
Submitting Department: Student Support
Initiated By: Dr. Laurie Breslin

Attachments:
TSIC_and_SDMC_2025-2026_MOU

MEMORANDUM OF UNDERSTANDING BETWEEN
TAKE STOCK IN CHILDREN OF MANATEE COUNTY, INC. AND THE
SCHOOL DISTRICT OF MANATEE COUNTY
2025-2028

This Memorandum of Understanding is effective on July 1, 2025, between the School District of Manatee County, Florida, a public agency of the State of Florida, hereinafter referred to as "District," and Take Stock in Children of Manatee County, Inc., a Florida corporation, hereinafter referred to as "TSIC," and together referred to as "Parties." This agreement becomes effective upon the signature of all parties.

Take Stock in Children of Manatee County, Inc. provides mentoring and post secondary tuition scholarships for deserving Manatee County students between and including 6th and 12th grades; and

TSIC and School Board of Manatee County have enjoyed a mutually beneficial relationship over the past twenty-five years; and

The District supports the TSIC program to its students, and has provided financial, operational, employment and communications support to TSIC since the beginning of the relationship; and

Both TSIC and District agree that as the TSIC program has evolved, the students of Manatee County would be better served if TSIC operated as an independent 501(c)(3) organization; and

The District subject to Board approval, will assist financially to support TSIC as a stand-alone entity; and

The District and TSIC desire to maintain a strong working relationship to ensure the students of District are afforded the full benefits of the TSIC program.

This Memorandum of Understanding ("MOU") outlines the spirit and expectations of the partnership between TSIC and District and is not intended to be all inclusive but establishes the parameters for a successful relationship between the Parties.

I. Purpose.

This MOU outlines the transitional and ongoing relationship between District and TSIC as it relates to the Take Stock in Children program. The following plan is intended to continue the transition TSIC from a program within the District to an independent organization capable of continuing to provide mentoring and post-secondary scholarships. The District recognizes that both a supportive transition and a collaborative partnership are necessary for TSIC's short and long term sustainability.

II. **Term of MOU**

This MOU is effective on the date described above and continues until June 30, 2028, unless otherwise extended. A subsequent MOU covering an additional one-year term may be pursued and completed prior to the termination of this current MOU. The District reserves their rights to cancel this MOU and any other subsequent agreement upon thirty days' written notice to TSIC.

III. **District Support**

1. Assist in providing TSIC employees and student advocates with office space, office furniture, phone access and support, use of copiers and printers for its (TSIC) employees within the property known as Lincoln Memorial Middle School or other facility or facilities as mutually determined by District and TSIC for effectively administering the TSIC program. TSIC will be required to pay the School District of Manatee County a rental fee, for the use of such property by TSIC, at the cost of $1.00 per square foot, (all inclusive) for the months of July 1, 2025 through June 30, 2028. The rental payment will be required on the first of each month.

2. Assist in providing student access and meeting space at school locations for student advocates and mentors.

3. Assist in providing access to the email system, access to FOCUS, use of courier service, access to TSIC social media tools, and technical support for TSIC staff.

4. Subject to F.E.R.P.A and to the extent authorized by consent of the parent of a student under the age of 18 or by consent of the parent and student for a student over the age of 18, provide timely reports and updated information regarding student, demographics, performance, and behavior in an electronic format to Take Stock in Children of Manatee County, Inc. This agreement remains in effect until the student is terminated from the program.

5. Subject to Board Approval, provide financial support in the amount of $64,000 per year for the 2025-2028 school years. Payment will be made to TSIC on or before July 30 of each school year. Funds are restricted to operational support and are intended to allow TSIC to experience a cash-neutral transition into operating as an independent entity.

6. District will assist in promoting the TSIC scholarship and mentoring program on the school district websites.

IV. TSIC Responsibilities

1. Continue assuming the responsibility for the Take Stock in Children, Inc.

2. Operates as a Section 501(c)(3) organization accepting all responsibilities associated with this designation, unless provided by the District, including, but not limited to: payroll, tax obligations, securing insurances, board governance, and financial controls.

3. Demonstrate and maintain status as an organization qualifying for federal tax exemption under Section 501(c) (3) of the IRS Code.

4. Purchase Florida Prepaid College Tuition Scholarships covering the tuition costs for a student to attend a post-secondary educational institution for two or four years.

5. Maintain scholarship records including the purchase, usage, and coordination through the Florida Prepaid College Foundation.

6. Coordinate the TSIC student scholarship selection process throughout the school district.

7. Coordinate and supervise the one-to-one mentorship program in the middle and high schools throughout the school district. Use best efforts to assure that all students are assigned a mentor.

8. Develop, maintain and monitor the quality of mentor recruitment, training, and placement procedure in accordance with standards adopted by TSIC as indicated in the Operations Manual. This includes ensuring proper background screening of mentors.

9. Secure parent/student/school contracts for participation in the college scholarship and mentoring program.

10. Coordinate college readiness workshops for TSIC students and mentors to position students for successful post-secondary education completion.

11. Subject to Federal and/or State laws and regulations; including, but not limited to, §1002.22, Florida Statutes, the Family Educational Rights and Privacy Act of 1974, ("F.E.R.P.A."), as amended or updated, TSIC may request access to data associated with former, prospective and/or enrolled students. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by TSIC, except as expressly authorized by law.

12. Perform functions necessary to raise funds for additional operational support and post-secondary scholarships.

13. Use funds received from the District under this MOU to support the operations of TSIC for the respective periods, and if possible, beyond the June 30 date each year.

14. TSIC participants will comply with Jessica Lunsford Act (JLA) and TSIC agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes.

15. TSIC agrees, to the extent permitted by law, to defend, indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities, including reasonable attorney fees, arising from any action or failure to act with respect to this agreement by TSIC, to the extent provided by law. TSIC 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. 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. TSIC will also maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

16. The parties acknowledge and agree that the School Board, 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 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.

17. TSIC Participants must maintain 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.

18. **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:**

Records Custodian
215 Manatee Avenue W. Bradenton,
Florida, 34205
(941) 708-8770

Publicrecords@manateeschools.net

V. Joint Responsibilities of TSIC and District

1. Maintain the integrity of the TSIC program by treating employees, contractors and agents, volunteers, mentors, and students fairly without regard to race, color, sex, religion, national origin, age or disability. Present students selected to receive scholarships in a positive manner.

2. Coordinate the Annual Contract Signing, Graduation Celebration, and Mentor Appreciation events.

3. Coordinate the distribution of documents through courier service; and meeting space to students, parents, mentors, Take Stock in Children State Office, Take Stock in Children of Manatee, Inc. and the Manatee County School District.

4. Continuously monitor the program's progress to ensure quality and adequate resources.

5. Maintain and coordinate activities through Take Stock in Children of Manatee. The TSIC program will make determinations regarding the selection, award and, if necessary, revocation of college scholarship and participation in the program.

6. Coordinate fund-raising efforts so as to not conflict with each organization's current efforts and to maximize the effectiveness of the partnership to benefit the students and the community.

7. Ensure the program is referred to as a joint partnership between Take Stock in Children of Manatee, Inc. and the Manatee County School District.

8. Solicit regional, state, and national sponsors to support local TSIC campaigns and events.

9. Provide specialized fund-raising brochures, proposals, training, and support materials for various stakeholders.

Employment Eligibility **Verification ("£-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 and other remuneration, this section applies to verify employment. 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 au newly hired employees. The Parties may·not enter into a contract unless each party registers with and uses the federal JS.Verify system. The E-verify Number must be included below.

CONTRACTOR E-VERIFY NUMBER: TSIC Manatee **#1681279**

TAKE STOCK IN CHILDREN OF MANATEE COUNTY, INC.

By: _____ 05/23/2025
Zach Griffith Date
Board Chair

By: _____
Anne LeBaron Date
Chief Executive Officer

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ _____
Chad Choate III Date
Board Chair

By: _____ _____
Kevin Chapman Date
Interim Superintendent

AGENDA ITEM NO. 9.21

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Termination of the Interlocal Agreement (ILA) with Manatee County Government for the Sharing of Leased Space at Whitney Plaza, Longboat Key, Florida (No Financial Impact)

Executive Summary
On December 12, 2023 the School Board approved the Superintendent, with the concurrence of the Chair, to enter into an Interlocal Agreement (ILA) with Manatee County Government to provide a community center to hold fee based Adult Enrichment Classes at a tenant space leased by Manatee County Government at Whitney Plaza, Longboat Key, Florida. On January 9, 2024 the School Board and County entered into the ILA.

Due to factors related to storm damages, the Manatee County Government has terminated the lease for Whitney Plaza.

Pursuant to Article 3.2 of the Agreement, "This Agreement shall remain in full force and effect until 90 days after such time as either party delivers written notice to terminate or upon mutual agreement of the parties". In Accordance with and, in compliance with the terms and conditions set forth in Article 3 of the Agreement, the County and the School Board mutually agree to terminate the Agreement. The termination of the Agreement is effective 90 days upon the School Board approval.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the Termination of the Interlocal Agreement (ILA) with Manatee County Government for the sharing of leased space at Whitney Plaza, Longboat Key, Florida. (No Financial Impact)

Financial Impact
No financial impact.

Contact
Submitting Department: Operations
Initiated By: Joseph Ranaldi

Attachments:
Whitney Plaza Termination Notice 02.11.25
Longboat Key Lease Agreement - Fully Executed ILA 01.09.24

Property Management Department
Property Acquisition
1112 Manatee Ave West
Bradenton, FL 34205
Phone: (941) 748-4501
mymanatee.org

CERTIFIED MAIL

February 11, 2025

Mr. Hal Porter
Porter Investment Holdings, LLC
P.O. Box 1711
Highlands City, Florida 33846

RE: Termination of Lease Agreement dated January 9, 2024
between Manatee County and Porter Investment Holdings, LLC
Whitney Plaza, 6810 Gulf of Mexico Drive
Longboat Key, Florida 34228

Dear Mr. Porter,

Manatee County is hereby providing you a six (6) month notice to terminate the Lease Agreement at Whitney Plaza as required per Article 1.1 (h) Definitions and Certain Basic Provisions, and Article 22 Notices.

The effective date of termination is August 11, 2025, at which time the keys to the premises will be turned over to you.

Thank you,

Cary Knight
Director Property Management

CK/lc

cc: Charles Meador
Angela Honts
Lisa Crabtree

CAROL ANN FELTS *District 1* | AMANDA BALLARD *District 2* | TAL SIDDIQUE *District 3* | MIKE RAHN *District 4* | DR. BOB MCCANN *District 5* | JASON BEARDEN *At Large* | GEORGE W. KRUSE *At Large*

INTERLOCAL AGREEMENT

regarding

WHITNEY PLAZA
6810 Gulf of Mexico Drive, Longboat Key, Florida 34228

MANATEE COUNTY, FLORIDA
SCHOOL BOARD OF MANATEE COUNTY

This Interlocal Agreement ("**Agreement**") is made and entered into by and between **Manatee County**, a political subdivision of the State of Florida ("**County**"), and the **School Board of Manatee County**, a public body corporate created and existing under the laws of the State of Florida, ("**School Board**").

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, Porter Investment Holdings, LLC, ("Landlord") owns certain property known as Whitney Plaza and is located at 6812 Gulf of Mexico Drive, Longboat Key, Florida 34228, Parcel Identification Number 7818700059, as depicted on **Composite Exhibit "A"** attached hereto, in southwest Manatee County, hereinafter referred to as "Whitney Plaza", which is a shopping center; and

WHEREAS, the County is planning to enter into a lease for a portion of one of the buildings located at Whitney Plaza, addressed as 6810 Gulf of Mexico Drive, Longboat Key, Florida 34228, specifically being 6,140 square feet, hereinafter referred to as the "**Parcel**" for the purposes of sharing the Parcel with the School Board, allowing School Board to utilize the Parcel as a Center for Classes which is expressly permitted pursuant to County's lease with Landlord; and

WHEREAS, the School Board and the County mutually agree that the County leasing the Parcel in partnership with the School Board having a license to use the Parcel to operate and run a community center ("**Center**") to hold fee-based adult enrichment classes ("**Classes**") for the residents of Manatee County would be in the best interests of the parties and the citizens and residents; and

WHEREAS, the School Board and the County have agreed to cooperate in sharing the Parcel, under the terms and conditions set forth in this Agreement; and

WHEREAS, the County and the School Board wish to enter into this Agreement to establish their mutual rights and obligations with respect to the Parcel.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the County and the School Board agree as follows:

Article I
AUTHORITY AND RECITALS INCORPORATED

This Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but, not limited to) Section 1 of Articles VIII and IX of the Constitution of the State of Florida, Chapters 125 and 1001 of Florida Statutes, Part III of Chapter 163 of Florida Statutes, and Section 163.01 of Florida Statutes. The foregoing recitals are correct and true and are hereby incorporated herein by this reference.

Article II
AGREED TERMS OF USE

2.1 School Board Rights and Responsibilities.

A. The County agrees to allow and the School Board agrees to accept a license to use the Parcel to operate and run a Center and Classes as set forth in this Agreement.

B. The School Board shall advise County of the specific hours the Center will be open and what Classes are being offered.

C. The School Board shall advise County of improvements required to the Parcel for said Center, including but not limited to:

I. Individual classroom space build-out
II. Common area space
III. Storage area
IV. Cabinets, countertop and sink area
V. Internet and electrical needs connections

D. The School Board is responsible for providing the items necessary to run Classes, including but not limited to teacher fees, advertising, operations, furnishings, materials and supplies.

E. Reservation of Parcel - The Parcel shall be reserved for use by the School Board during the hours established for use as a Center for Classes. The County may utilize the Parcel in conjunction with the School Board so long as it does not interfere with Classes, including, but not limited to permitting use of the Parcel by Constitutional Officers for government purposes. Such

reservation for use by the County shall be through the School Board's Facilitron system which may result in fees being charged.

2.2 County Rights and Responsibilities.

A. The County will design and construct the improvements to the Parcel referenced in Article 2.1.C. and has the right to construct or replace improvements as needed within the Parcel, at the County's sole cost and expense.

B. The County shall submit plans and design details to the School Board for any improvements referenced in Article 2.1.

C. County shall not construct any improvements until School Board grants written approval, which shall not be unreasonably withheld.

D. The County agrees to pay the monthly rent plus triple net charges which includes the common area and maintenance fees (water/sewer, trash, insurance escrow and tax escrow) to Landlord through the term of the Lease.

E. The County shall be responsible for the costs associated with creating and installing signage on the façade of the Parcel, maintaining the Parcel and the improvements outlined in Article 2.1.C. along with paying building operational expenses including electric/gas, janitorial, and internet/wifi/cable associated with Parcel until such time as this Agreement is terminated according to the terms outlined in Article 3.2.

Article III
TERM AND TERMINATION

3.1 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.

3.2 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 Article 5.12 herein.

A. Should Landlord terminate the Lease prior to the end of the Lease term, this Agreement shall terminate upon the termination date provided by Landlord. Such notice to terminate shall be delivered to the appropriate party specified in Article 5.12 herein.

Article IV
AMENDMENTS; ENFORCEMENT

4.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by its Board of County Commissioners, for the School Board by its Board, and only if properly executed by all the parties hereto.

4.2 Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article V
MISCELLANEOUS PROVISIONS

5.1 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 joint use of the Parcel 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 pursuant to the requirements of Article 4.1 herein.

5.2 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.

5.3 Validity. After consultation with their respective legal counsel, the County and the School Board each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The School Board and the County each hereby represent, warrant and covenant to and with the other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective parties in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

5.4 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, 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 this Agreement. The obligations of the County hereunder are subject to annual appropriation of legally available non ad valorem funds by the County's Board of County Commissioners, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the County's ad valorem revenues or funds, or upon any other revenues or funds of the County, as may be construed under the laws or the Constitution of the State of Florida. No party to this Agreement, nor any other person or entity, shall ever have the right to compel any exercise of the ad valorem taxing power of any party to this Agreement to make the payments herein provided, nor shall this Agreement constitute a charge; lien or encumbrance, either legal or equitable, upon any property or funds of the School Board or the County. Notwithstanding anything contained herein, the County reserves the right, in its sole discretion, to pay the costs contemplated in this Agreement from any funds legally available for such purpose.

5.5 Indemnification. 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 construction, use or maintenance of the Parcel, 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.

5.6 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.

5.7 Ambiguities; Construction. All parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

5.8 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

5.9 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.

5.10 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

5.11 Full Agreement; Filing with Clerk of Circuit Court. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

5.12 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or five (5) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:	Manatee County Government Attention: County Administrator 1112 Manatee Avenue West, Suite 920 Bradenton, Florida 34205
With copies to:	Manatee County Government Attention: County Attorney Office of the County Attorney 1112 Manatee Avenue West, Suite 969 Bradenton, Florida 34205

If to 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, Florida 34205

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

WHEREFORE, the County and the School Board have executed this Interlocal Agreement as of the date and year written below.

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: 1/9/2024

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

SCHOOL BOARD OF MANATEE COUNTY, a public body corporate created and existing under the laws of the State of Florida

By: _____
Chad Choate III, Chairperson

Date: 12/15/2023

By: _____
Jason Wysong (Dec 15, 2023 09:05 EST)
Dr. Jason Wysong , Superintendent

Date: 12/15/2023

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Pamela D'Agostino

Pamela D'Agostino, J.D.
General Counsel

Date: 12/14/2023

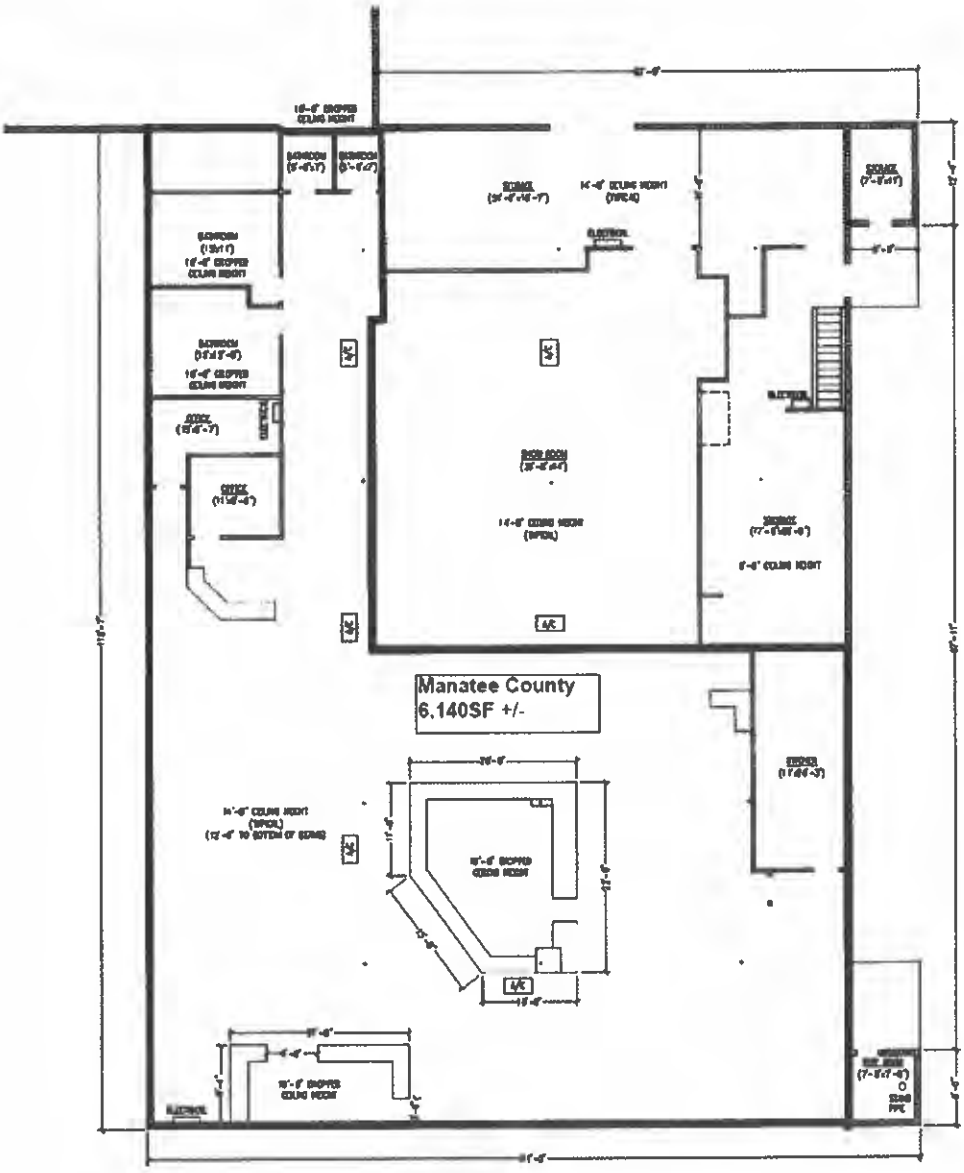
COMPOSITE EXHIBIT A

Whitney Plaza
6810 Gulf of Mexico Drive, Longboat Key, Florida 34228



COMPOSITE EXHIBIT A

Whitney Plaza
6810 Gulf of Mexico Drive, Longboat Key, Florida 34228



AGENDA ITEM NO. 9.22

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Continued Use of 2024-2025 Salary Schedules for all Employee Groups and the 2025-2026 Pay Dates Deadlines (No Financial Impact)

Executive Summary
Florida Administrative Code 6A-1.052 requires each School Board to adopt salary schedules for all employees and a payroll period schedule annually. The adopted schedules must be submitted to the Florida Department of Education (DOE) as part of the District's summary budget package.
The 2025-2026 Salary schedules will be brought to the board for approval when finalized.

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 continued use of 2024-2025 Salary Schedules for all employee groups (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Dr. Christina Britton

Attachments:
2024-2025 11 Month Grandfathered Teacher
2024-2025 10 Month Grandfathered Teacher
2024-2025 10 and 11 Month Teacher Performance
2024-2025 School Administrators for Principals, Assistant Principals, Athletic Directors
2024-2025 10,10.5,11 and 12 Month Samp
2024-2025 12 Month Hourly Non-Bargaining
2024-2025 10,10.5,11 Month Hourly Non-Bargaining
2024-2025 Paraprofessional
2024-2025 AFSCME
2024-2025 School Admin Salary Schedules -Grandfathered

11-Month Grandfathered Doctorate Degree Schedule 2024-2025

Sal Plan	Step	2024-25
GXA2	1a	$62,875
GXA2	1b	$62,875
GXA2	1c	$62,875
GXA2	2a	$62,875
GXA2	2b	$62,875
GXA2	2c	$62,875
GXA2	3a	$62,875
GXA2	3b	$62,875
GXA2	3c	$62,875
GXA2	4a	$62,875
GXA2	4b	$62,875
GXA2	4c	$62,875
GXA2	5a	$62,875
GXA2	5b	$62,875
GXA2	5c	$62,875
GXA2	6a	$62,875
GXA2	6b	$62,875
GXA2	6c	$62,875
GXA2	7a	$62,875
GXA2	7b	$62,875
GXA2	7c	$62,875
GXA2	8a	$62,875
GXA2	8b	$62,875
GXA2	8c	$62,875
GXA2	9a	$62,875
GXA2	9b	$62,875
GXA2	9c	$62,875
GXA2	10a	$62,875
GXA2	10b	$63,080
GXA2	10c	$63,433
GXA2	11a	$63,788
GXA2	11b	$64,142
GXA2	11c	$64,496
GXA2	12a	$64,850
GXA2	12b	$65,205
GXA2	12c	$65,558
GXA2	13a	$65,913
GXA2	13b	$66,267
GXA2	13c	$66,622
GXA2	14a	$66,976
GXA2	14b	$67,330
GXA2	14c	$67,684
GXA2	15a	$68,039

GXA2	15b	$68,392
GXA2	15c	$68,746
GXA2	16a	$69,100
GXA2	16b	$69,455
GXA2	16c	$69,809
GXA2	17a	$70,163
GXA2	17b	$70,517
GXA2	17c	$70,872
GXA2	18a	$71,226
GXA2	18b	$71,580
GXA2	18c	$71,934
GXA2	19a	$72,289
GXA2	19b	$72,643
GXA2	19c	$72,996
GXA2	20a	$73,350
GXA2	20b	$73,705
GXA2	20c	$74,059
GXA2	21a	$74,413
GXA2	21b	$74,767
GXA2	21c	$75,123
GXA2	22a	$75,476
GXA2	22b	$75,830
GXA2	22c	$76,184
GXA2	23a	$76,539
GXA2	23b	$76,893
GXA2	23c	$77,247
GXA2	24a	$77,600
GXA2	24b	$77,955
GXA2	24c	$78,309
GXA2	25a	$78,663
GXA2	25b	$79,017
GXA2	25c	$79,372
GXA2	26a	$79,726
GXA2	26b	$80,080
GXA2	26c	$80,434
GXA2	27a	$80,789
GXA2	27b	$81,143
GXA2	27c	$81,497
GXA2	28a	$81,851
GXA2	28b	$82,206
GXA2	28c	$82,559
GXA2	29a	$82,913
GXA2	29b	$83,267
GXA2	29c	$83,622
GXA2	30a	$83,976
GXA2	30b	$84,330

GXA2	30c	$84,685
GXA2	31a	$85,039
GXA2	31b	$85,393
GXA2	31c	$85,747
GXA2	32a	$86,101
GXA2	32b	$86,456
GXA2	32c	$86,810
GXA2	33a	$87,163
GXA2	33b	$87,517
GXA2	33c	$87,872
GXA2	34a	$88,226
GXA2	34b	$88,580
GXA2	34c	$88,934
GXA2	35a	$89,287
GXA2	35b	$89,641
GXA2	35c	$89,995
GXA2	36a	$90,349
GXA2	36b	$90,703
GXA2	36c	$91,056
GXA2	37a	$91,410
GXA2	37b	$91,764
GXA2	37c	$92,118
GXA2	38a	$92,472
GXA2	38b	$92,826
GXA2	38c	$93,179
GXA2	39a	$93,533
GXA2	39b	$93,887
GXA2	39c	$94,241
GXA2	40a	$94,595
GXA2	40b	$94,948
GXA2	40c	$95,302
GXA2	41a	$95,656
GXA2	41b	$96,010
GXA2	41c	$96,364
GXA2	42a	$96,717
GXA2	42b	$97,071
GXA2	42c	$97,425
GXA2	43a	$97,779
GXA2	43b	$98,133
GXA2	43c	$98,486
GXA2	44a	$98,840
GXA2	44b	$99,194
GXA2	44c	$99,548
GXA2	45a	$99,902
GXA2	45b	$100,255
GXA2	45c	$100,609

GXA2	46a	$100,963
GXA2	46b	$101,317
GXA2	46c	$101,671
GXA2	47a	$102,025
GXA2	47b	$102,378
GXA2	47c	$102,732
GXA2	48a	$103,086
GXA2	48b	$103,440
GXA2	48c	$103,794
GXA2	49a	$104,147

11-Month Grandfathered Specialist Degree Schedule 2024-2025

Sal Plan	**Step**	2024-25
GXB2	1a	$59,661
GXB2	1b	$59,661
GXB2	1c	$59,661
GXB2	2a	$59,661
GXB2	2b	$59,661
GXB2	2c	$59,661
GXB2	3a	$59,661
GXB2	3b	$59,661
GXB2	3c	$59,661
GXB2	4a	$59,661
GXB2	4b	$59,661
GXB2	4c	$59,661
GXB2	5a	$59,661
GXB2	5b	$59,661
GXB2	5c	$59,661
GXB2	6a	$59,661
GXB2	6b	$59,661
GXB2	6c	$59,661
GXB2	7a	$59,661
GXB2	7b	$59,661
GXB2	7c	$59,661
GXB2	8a	$59,661
GXB2	8b	$59,661
GXB2	8c	$59,661
GXB2	9a	$59,661
GXB2	9b	$59,661
GXB2	9c	$59,661
GXB2	10a	$59,661
GXB2	10b	$59,865
GXB2	10c	$60,219
GXB2	11a	$60,574
GXB2	11b	$60,928

GXB2	11c	$61,281
GXB2	12a	$61,635
GXB2	12b	$61,990
GXB2	12c	$62,344
GXB2	13a	$62,699
GXB2	13b	$63,053
GXB2	13c	$63,408
GXB2	14a	$63,761
GXB2	14b	$64,115
GXB2	14c	$64,469
GXB2	15a	$64,824
GXB2	15b	$65,178
GXB2	15c	$65,532
GXB2	16a	$65,885
GXB2	16b	$66,240
GXB2	16c	$66,594
GXB2	17a	$66,948
GXB2	17b	$67,303
GXB2	17c	$67,658
GXB2	18a	$68,012
GXB2	18b	$68,365
GXB2	18c	$68,719
GXB2	19a	$69,074
GXB2	19b	$69,428
GXB2	19c	$69,782
GXB2	20a	$70,136
GXB2	20b	$70,491
GXB2	20c	$70,844
GXB2	21a	$71,198
GXB2	21b	$71,552
GXB2	21c	$71,908
GXB2	22a	$72,262
GXB2	22b	$72,616
GXB2	22c	$72,969
GXB2	23a	$73,324
GXB2	23b	$73,678
GXB2	23c	$74,032
GXB2	24a	$74,386
GXB2	24b	$74,741
GXB2	24c	$75,095
GXB2	25a	$75,448
GXB2	25b	$75,802
GXB2	25c	$76,157
GXB2	26a	$76,511
GXB2	26b	$76,866
GXB2	26c	$77,220

GXB2	27a	$77,575
GXB2	27b	$77,928
GXB2	27c	$78,282
GXB2	28a	$78,636
GXB2	28b	$78,991
GXB2	28c	$79,345
GXB2	29a	$79,699
GXB2	29b	$80,052
GXB2	29c	$80,407
GXB2	30a	$80,761
GXB2	30b	$81,115
GXB2	30c	$81,470
GXB2	31a	$81,825
GXB2	31b	$82,179
GXB2	31c	$82,532
GXB2	32a	$82,886
GXB2	32b	$83,241
GXB2	32c	$83,595
GXB2	33a	$83,949
GXB2	33b	$84,303
GXB2	33c	$84,658
GXB2	34a	$85,011
GXB2	34b	$85,365
GXB2	34c	$85,719
GXB2	35a	$86,073
GXB2	35b	$86,427
GXB2	35c	$86,780
GXB2	36a	$87,134
GXB2	36b	$87,488
GXB2	36c	$87,842
GXB2	37a	$88,196
GXB2	37b	$88,549
GXB2	37c	$88,903
GXB2	38a	$89,257
GXB2	38b	$89,611
GXB2	38c	$89,965
GXB2	39a	$90,319
GXB2	39b	$90,672
GXB2	39c	$91,026
GXB2	40a	$91,380
GXB2	40b	$91,734
GXB2	40c	$92,088
GXB2	41a	$92,441
GXB2	41b	$92,795
GXB2	41c	$93,149
GXB2	42a	$93,503

GXB2	42b	$93,857
GXB2	42c	$94,210
GXB2	43a	$94,564
GXB2	43b	$94,918
GXB2	43c	$95,272
GXB2	44a	$95,626
GXB2	44b	$95,979
GXB2	44c	$96,333
GXB2	45a	$96,687
GXB2	45b	$97,041
GXB2	45c	$97,395
GXB2	46a	$97,748
GXB2	46b	$98,102
GXB2	46c	$98,456
GXB2	47a	$98,810
GXB2	47b	$99,164
GXB2	47c	$99,518
GXB2	48a	$99,871
GXB2	48b	$100,225
GXB2	48c	$100,579
GXB2	49a	$100,933

11-Month Grandfathered Master Degree Schedule 2024-2025

Sal Plan	**Step**	2024-25
GXC2	1a	$58,072
GXC2	1b	$58,072
GXC2	1c	$58,072
GXC2	2a	$58,072
GXC2	2b	$58,072
GXC2	2c	$58,072
GXC2	3a	$58,072
GXC2	3b	$58,072
GXC2	3c	$58,072
GXC2	4a	$58,072
GXC2	4b	$58,072
GXC2	4c	$58,072
GXC2	5a	$58,072
GXC2	5b	$58,072
GXC2	5c	$58,072
GXC2	6a	$58,072
GXC2	6b	$58,072
GXC2	6c	$58,072
GXC2	7a	$58,072
GXC2	7b	$58,072
GXC2	7c	$58,072

GXC2	8a	$58,072
GXC2	8b	$58,072
GXC2	8c	$58,072
GXC2	9a	$58,072
GXC2	9b	$58,072
GXC2	9c	$58,072
GXC2	10a	$58,072
GXC2	10b	$58,276
GXC2	10c	$58,630
GXC2	11a	$58,985
GXC2	11b	$59,339
GXC2	11c	$59,693
GXC2	12a	$60,046
GXC2	12b	$60,401
GXC2	12c	$60,755
GXC2	13a	$61,110
GXC2	13b	$61,464
GXC2	13c	$61,819
GXC2	14a	$62,173
GXC2	14b	$62,526
GXC2	14c	$62,880
GXC2	15a	$63,235
GXC2	15b	$63,589
GXC2	15c	$63,943
GXC2	16a	$64,297
GXC2	16b	$64,652
GXC2	16c	$65,005
GXC2	17a	$65,359
GXC2	17b	$65,714
GXC2	17c	$66,069
GXC2	18a	$66,423
GXC2	18b	$66,777
GXC2	18c	$67,130
GXC2	19a	$67,485
GXC2	19b	$67,839
GXC2	19c	$68,193
GXC2	20a	$68,547
GXC2	20b	$68,902
GXC2	20c	$69,256
GXC2	21a	$69,609
GXC2	21b	$69,963
GXC2	21c	$70,319
GXC2	22a	$70,673
GXC2	22b	$71,027
GXC2	22c	$71,381
GXC2	23a	$71,736

GXC2	23b	$72,089
GXC2	23c	$72,443
GXC2	24a	$72,797
GXC2	24b	$73,152
GXC2	24c	$73,506
GXC2	25a	$73,860
GXC2	25b	$74,213
GXC2	25c	$74,568
GXC2	26a	$74,922
GXC2	26b	$75,277
GXC2	26c	$75,631
GXC2	27a	$75,986
GXC2	27b	$76,340
GXC2	27c	$76,693
GXC2	28a	$77,047
GXC2	28b	$77,402
GXC2	28c	$77,756
GXC2	29a	$78,110
GXC2	29b	$78,464
GXC2	29c	$78,819
GXC2	30a	$79,172
GXC2	30b	$79,526
GXC2	30c	$79,881
GXC2	31a	$80,236
GXC2	31b	$80,590
GXC2	31c	$80,944
GXC2	32a	$81,298
GXC2	32b	$81,652
GXC2	32c	$82,006
GXC2	33a	$82,360
GXC2	33b	$82,714
GXC2	33c	$83,069
GXC2	34a	$83,423
GXC2	34b	$83,776
GXC2	34c	$84,130
GXC2	35a	$84,484
GXC2	35b	$84,838
GXC2	35c	$85,192
GXC2	36a	$85,545
GXC2	36b	$85,899
GXC2	36c	$86,253
GXC2	37a	$86,607
GXC2	37b	$86,961
GXC2	37c	$87,315
GXC2	38a	$87,668
GXC2	38b	$88,022

GXC2	38c	$88,376
GXC2	39a	$88,730
GXC2	39b	$89,084
GXC2	39c	$89,437
GXC2	40a	$89,791
GXC2	40b	$90,145
GXC2	40c	$90,499
GXC2	41a	$90,853
GXC2	41b	$91,206
GXC2	41c	$91,560
GXC2	42a	$91,914
GXC2	42b	$92,268
GXC2	42c	$92,622
GXC2	43a	$92,975
GXC2	43b	$93,329
GXC2	43c	$93,683
GXC2	44a	$94,037
GXC2	44b	$94,391
GXC2	44c	$94,744
GXC2	45a	$95,098
GXC2	45b	$95,452
GXC2	45c	$95,806
GXC2	46a	$96,160
GXC2	46b	$96,514
GXC2	46c	$96,867
GXC2	47a	$97,221
GXC2	47b	$97,575
GXC2	47c	$97,929
GXC2	48a	$98,283
GXC2	48b	$98,636
GXC2	48c	$98,990
GXC2	49a	$99,344

11-Month Grandfathered Bachelor Degree Schedule 2024-2025

Sal Plan	**Step**	2024-25
GXD2	1a	$55,804
GXD2	1b	$55,804
GXD2	1c	$55,804
GXD2	2a	$55,804
GXD2	2b	$55,804
GXD2	2c	$55,804
GXD2	3a	$55,804
GXD2	3b	$55,804
GXD2	3c	$55,804
GXD2	4a	$55,804

GXD2	4b	$55,804
GXD2	4c	$55,804
GXD2	5a	$55,804
GXD2	5b	$55,804
GXD2	5c	$55,804
GXD2	6a	$55,804
GXD2	6b	$55,804
GXD2	6c	$55,804
GXD2	7a	$55,804
GXD2	7b	$55,804
GXD2	7c	$55,804
GXD2	8a	$55,804
GXD2	8b	$55,804
GXD2	8c	$55,804
GXD2	9a	$55,804
GXD2	9b	$55,804
GXD2	9c	$55,804
GXD2	10a	$55,804
GXD2	10b	$56,008
GXD2	10c	$56,362
GXD2	11a	$56,717
GXD2	11b	$57,071
GXD2	11c	$57,425
GXD2	12a	$57,778
GXD2	12b	$58,133
GXD2	12c	$58,487
GXD2	13a	$58,842
GXD2	13b	$59,196
GXD2	13c	$59,551
GXD2	14a	$59,905
GXD2	14b	$60,258
GXD2	14c	$60,612
GXD2	15a	$60,967
GXD2	15b	$61,321
GXD2	15c	$61,675
GXD2	16a	$62,029
GXD2	16b	$62,384
GXD2	16c	$62,737
GXD2	17a	$63,091
GXD2	17b	$63,446
GXD2	17c	$63,801
GXD2	18a	$64,155
GXD2	18b	$64,509
GXD2	18c	$64,863
GXD2	19a	$65,217
GXD2	19b	$65,571

GXD2	19c	$65,925
GXD2	20a	$66,279
GXD2	20b	$66,634
GXD2	20c	$66,988
GXD2	21a	$67,341
GXD2	21b	$67,695
GXD2	21c	$68,051
GXD2	22a	$68,405
GXD2	22b	$68,759
GXD2	22c	$69,113
GXD2	23a	$69,468
GXD2	23b	$69,822
GXD2	23c	$70,175
GXD2	24a	$70,529
GXD2	24b	$70,884
GXD2	24c	$71,238
GXD2	25a	$71,592
GXD2	25b	$71,945
GXD2	25c	$72,300
GXD2	26a	$72,654
GXD2	26b	$73,009
GXD2	26c	$73,363
GXD2	27a	$73,718
GXD2	27b	$74,072
GXD2	27c	$74,426
GXD2	28a	$74,779
GXD2	28b	$75,134
GXD2	28c	$75,488
GXD2	29a	$75,842
GXD2	29b	$76,196
GXD2	29c	$76,551
GXD2	30a	$76,904
GXD2	30b	$77,258
GXD2	30c	$77,613
GXD2	31a	$77,968
GXD2	31b	$78,322
GXD2	31c	$78,676
GXD2	32a	$79,030
GXD2	32b	$79,385
GXD2	32c	$79,738
GXD2	33a	$80,092
GXD2	33b	$80,446
GXD2	33c	$80,801
GXD2	34a	$81,155
GXD2	34b	$81,509
GXD2	34c	$81,862

GXD2	35a	$82,216
GXD2	35b	$82,570
GXD2	35c	$82,924
GXD2	36a	$83,278
GXD2	36b	$83,631
GXD2	36c	$83,985
GXD2	37a	$84,339
GXD2	37b	$84,693
GXD2	37c	$85,047
GXD2	38a	$85,400
GXD2	38b	$85,754
GXD2	38c	$86,108
GXD2	39a	$86,462
GXD2	39b	$86,816
GXD2	39c	$87,169
GXD2	40a	$87,523
GXD2	40b	$87,877
GXD2	40c	$88,231
GXD2	41a	$88,585
GXD2	41b	$88,938
GXD2	41c	$89,292
GXD2	42a	$89,646
GXD2	42b	$90,000
GXD2	42c	$90,354
GXD2	43a	$90,708
GXD2	43b	$91,061
GXD2	43c	$91,415
GXD2	44a	$91,769
GXD2	44b	$92,123
GXD2	44c	$92,477
GXD2	45a	$92,830
GXD2	45b	$93,184
GXD2	45c	$93,538
GXD2	46a	$93,892
GXD2	46b	$94,246
GXD2	46c	$94,599
GXD2	47a	$94,953
GXD2	47b	$95,307
GXD2	47c	$95,661
GXD2	48a	$96,015
GXD2	48b	$96,368
GXD2	48c	$96,722
GXD2	49a	$97,076

10-Month Grandfathered Doctorate Degree Schedule 2024-2025

Sal Plan	Step	2024-25
GAA2	1a	$56,743
GAA2	1b	$56,743
GAA2	1c	$56,743
GAA2	2a	$56,743
GAA2	2b	$56,743
GAA2	2c	$56,743
GAA2	3a	$56,743
GAA2	3b	$56,743
GAA2	3c	$56,743
GAA2	4a	$56,743
GAA2	4b	$56,743
GAA2	4c	$56,743
GAA2	5a	$56,743
GAA2	5b	$56,743
GAA2	5c	$56,743
GAA2	6a	$56,743
GAA2	6b	$56,743
GAA2	6c	$56,743
GAA2	7a	$56,743
GAA2	7b	$56,743
GAA2	7c	$56,743
GAA2	8a	$56,743
GAA2	8b	$56,743
GAA2	8c	$56,743
GAA2	9a	$56,743
GAA2	9b	$56,743
GAA2	9c	$56,743
GAA2	10a	$56,743
GAA2	10b	$56,928
GAA2	10c	$57,249
GAA2	11a	$57,572
GAA2	11b	$57,893
GAA2	11c	$58,214
GAA2	12a	$58,536
GAA2	12b	$58,857
GAA2	12c	$59,178
GAA2	13a	$59,500
GAA2	13b	$59,821
GAA2	13c	$60,142
GAA2	14a	$60,464
GAA2	14b	$60,785
GAA2	14c	$61,106
GAA2	15a	$61,428

GAA2	15b	$61,749
GAA2	15c	$62,070
GAA2	16a	$62,392
GAA2	16b	$62,713
GAA2	16c	$63,034
GAA2	17a	$63,357
GAA2	17b	$63,678
GAA2	17c	$63,999
GAA2	18a	$64,321
GAA2	18b	$64,642
GAA2	18c	$64,963
GAA2	19a	$65,285
GAA2	19b	$65,606
GAA2	19c	$65,927
GAA2	20a	$66,249
GAA2	20b	$66,570
GAA2	20c	$66,891
GAA2	21a	$67,213
GAA2	21b	$67,534
GAA2	21c	$67,855
GAA2	22a	$68,176
GAA2	22b	$68,498
GAA2	22c	$68,820
GAA2	23a	$69,141
GAA2	23b	$69,463
GAA2	23c	$69,784
GAA2	24a	$70,105
GAA2	24b	$70,427
GAA2	24c	$70,748
GAA2	25a	$71,069
GAA2	25b	$71,391
GAA2	25c	$71,712
GAA2	26a	$72,034
GAA2	26b	$72,355
GAA2	26c	$72,676
GAA2	27a	$72,997
GAA2	27b	$73,319
GAA2	27c	$73,640
GAA2	28a	$73,961
GAA2	28b	$74,284
GAA2	28c	$74,605
GAA2	29a	$74,926
GAA2	29b	$75,248
GAA2	29c	$75,569
GAA2	30a	$75,890
GAA2	30b	$76,212

GAA2	30c	$76,533
GAA2	31a	$76,854
GAA2	31b	$77,176
GAA2	31c	$77,497
GAA2	32a	$77,818
GAA2	32b	$78,140
GAA2	32c	$78,461
GAA2	33a	$78,782
GAA2	33b	$79,104
GAA2	33c	$79,425
GAA2	34a	$79,746
GAA2	34b	$80,069
GAA2	34c	$80,390
GAA2	35a	$80,711
GAA2	35b	$81,032
GAA2	35c	$81,354
GAA2	36a	$81,675
GAA2	36b	$81,996
GAA2	36c	$82,318
GAA2	37a	$82,639
GAA2	37b	$82,960
GAA2	37c	$83,282
GAA2	38a	$83,604
GAA2	38b	$83,925
GAA2	38c	$84,246
GAA2	39a	$84,567
GAA2	39b	$84,889
GAA2	39c	$85,210
GAA2	40a	$85,532
GAA2	40b	$85,853
GAA2	40c	$86,175
GAA2	41a	$86,496
GAA2	41b	$86,817
GAA2	41c	$87,138
GAA2	42a	$87,461
GAA2	42b	$87,782
GAA2	42c	$88,103
GAA2	43a	$88,424
GAA2	43b	$88,745
GAA2	43c	$89,066
GAA2	44a	$89,387
GAA2	44b	$89,708
GAA2	44c	$90,029
GAA2	45a	$90,350
GAA2	45b	$90,671
GAA2	45c	$90,992

GAA2	46a	$91,313
GAA2	46b	$91,635
GAA2	46c	$91,956
GAA2	47a	$92,277

10-Month Grandfathered Specialist Salary Schedule 2024-2025

Sal Plan	**Step**	2024-25
GAB2	1a	$54,173
GAB2	1b	$54,173
GAB2	1c	$54,173
GAB2	2a	$54,173
GAB2	2b	$54,173
GAB2	2c	$54,173
GAB2	3a	$54,173
GAB2	3b	$54,173
GAB2	3c	$54,173
GAB2	4a	$54,173
GAB2	4b	$54,173
GAB2	4c	$54,173
GAB2	5a	$54,173
GAB2	5b	$54,173
GAB2	5c	$54,173
GAB2	6a	$54,173
GAB2	6b	$54,173
GAB2	6c	$54,173
GAB2	7a	$54,173
GAB2	7b	$54,173
GAB2	7c	$54,173
GAB2	8a	$54,173
GAB2	8b	$54,173
GAB2	8c	$54,173
GAB2	9a	$54,173
GAB2	9b	$54,173
GAB2	9c	$54,173
GAB2	10a	$54,173
GAB2	10b	$54,327
GAB2	10c	$54,679
GAB2	11a	$55,000
GAB2	11b	$55,322
GAB2	11c	$55,643
GAB2	12a	$55,964
GAB2	12b	$56,286
GAB2	12c	$56,607
GAB2	13a	$56,929
GAB2	13b	$57,250

GAB2	13c	$57,571
GAB2	14a	$57,893
GAB2	14b	$58,214
GAB2	14c	$58,535
GAB2	15a	$58,857
GAB2	15b	$59,178
GAB2	15c	$59,500
GAB2	16a	$59,821
GAB2	16b	$60,142
GAB2	16c	$60,464
GAB2	17a	$60,785
GAB2	17b	$61,106
GAB2	17c	$61,428
GAB2	18a	$61,749
GAB2	18b	$62,071
GAB2	18c	$62,392
GAB2	10a	$62,713
GAB2	19b	$63,035
GAB2	19c	$63,356
GAB2	20a	$63,678
GAB2	20b	$63,999
GAB2	20c	$64,320
GAB2	21a	$64,642
GAB2	21b	$64,963
GAB2	21c	$65,284
GAB2	22a	$65,606
GAB2	22b	$65,927
GAB2	22c	$66,249
GAB2	23a	$66,570
GAB2	23b	$66,891
GAB2	23c	$67,213
GAB2	24a	$67,534
GAB2	24b	$67,856
GAB2	24c	$68,177
GAB2	25a	$68,498
GAB2	25b	$68,820
GAB2	25c	$69,141
GAB2	26a	$69,462
GAB2	26b	$69,784
GAB2	26c	$70,105
GAB2	27a	$70,427
GAB2	27b	$70,748
GAB2	27c	$71,069
GAB2	28a	$71,391
GAB2	28b	$71,712
GAB2	28c	$72,033

GAB2	29a	$72,355
GAB2	29b	$72,676
GAB2	29c	$72,998
GAB2	30a	$73,319
GAB2	30b	$73,640
GAB2	30c	$73,962
GAB2	31a	$74,283
GAB2	31b	$74,605
GAB2	31c	$74,926
GAB2	32a	$75,247
GAB2	32b	$75,569
GAB2	32c	$75,890
GAB2	33a	$76,211
GAB2	33b	$76,533
GAB2	33c	$76,854
GAB2	34a	$77,176
GAB2	34b	$77,497
GAB2	34c	$77,818
GAB2	35a	$78,140
GAB2	35b	$78,461
GAB2	35c	$78,783
GAB2	36a	$79,104
GAB2	36b	$79,425
GAB2	36c	$79,747
GAB2	37a	$80,068
GAB2	37b	$80,389
GAB2	37c	$80,711
GAB2	38a	$81,033
GAB2	38b	$81,354
GAB2	38C	$81,675
GAB2	39a	$81,996
GAB2	39b	$82,318
GAB2	39c	$82,639
GAB2	40a	$82,960
GAB2	40b	$83,282
GAB2	40c	$83,604
GAB2	41a	$83,925
GAB2	41b	$84,246
GAB2	41c	$84,567
GAB2	42a	$84,888
GAB2	42b	$85,209
GAB2	42c	$85,530
GAB2	43a	$85,852
GAB2	43b	$86,173
GAB2	43c	$86,494
GAB2	44a	$86,815

GAB2	44b	$87,136
GAB2	44c	$87,457
GAB2	45a	$87,778
GAB2	45b	$88,099
GAB2	45c	$88,420
GAB2	46a	$88,741
GAB2	46b	$89,062
GAB2	46c	$89,383
GAB2	47a	$89,704

10-Month Grandfathered Master Salary Schedule 2024-2025

Sal Plan	**Step**	2024-25
GAC2	1a	$52,695
GAC2	1b	$52,695
GAC2	1c	$52,695
GAC2	2a	$52,695
GAC2	2b	$52,695
GAC2	2c	$52,695
GAC2	3a	$52,695
GAC2	3b	$52,695
GAC2	3c	$52,695
GAC2	4a	$52,695
GAC2	4b	$52,695
GAC2	4c	$52,695
GAC2	5a	$52,695
GAC2	5b	$52,695
GAC2	5c	$52,695
GAC2	6a	$52,695
GAC2	6b	$52,695
GAC2	6c	$52,695
GAC2	7a	$52,695
GAC2	7b	$52,695
GAC2	7c	$52,695
GAC2	8a	$52,695
GAC2	8b	$52,695
GAC2	8c	$52,695
GAC2	9a	$52,695
GAC2	9b	$52,695
GAC2	9c	$52,695
GAC2	10a	$52,695
GAC2	10b	$52,880
GAC2	10c	$53,202
GAC2	11a	$53,523
GAC2	11b	$53,845
GAC2	11c	$54,166

GAC2	12a	$54,487
GAC2	12b	$54,808
GAC2	12c	$55,130
GAC2	13a	$55,452
GAC2	13b	$55,773
GAC2	13c	$56,094
GAC2	14a	$56,416
GAC2	14b	$56,737
GAC2	14c	$57,058
GAC2	15a	$57,379
GAC2	15b	$57,701
GAC2	15c	$58,023
GAC2	16a	$58,344
GAC2	16b	$58,665
GAC2	16c	$58,987
GAC2	17a	$59,308
GAC2	17b	$59,629
GAC2	17c	$59,950
GAC2	18a	$60,273
GAC2	18b	$60,594
GAC2	18c	$60,915
GAC2	19a	$61,236
GAC2	19b	$61,558
GAC2	19c	$61,879
GAC2	20a	$62,200
GAC2	20b	$62,521
GAC2	20c	$62,844
GAC2	21a	$63,165
GAC2	21b	$63,486
GAC2	21c	$63,807
GAC2	22a	$64,129
GAC2	22b	$64,450
GAC2	22c	$64,771
GAC2	23a	$65,092
GAC2	23b	$65,415
GAC2	23c	$65,736
GAC2	24a	$66,057
GAC2	24b	$66,378
GAC2	24c	$66,700
GAC2	25a	$67,021
GAC2	25b	$67,343
GAC2	25c	$67,664
GAC2	26a	$67,986
GAC2	26b	$68,307
GAC2	26c	$68,628
GAC2	27a	$68,949

GAC2	27b	$69,271
GAC2	27c	$69,592
GAC2	28a`	$69,913
GAC2	28b	$70,234
GAC2	28c	$70,556
GAC2	29a	$70,878
GAC2	29b	$71,199
GAC2	29c	$71,521
GAC2	30a	$71,843
GAC2	30b	$72,164
GAC2	30c	$72,485
GAC2	31a	$72,806
GAC2	31b	$73,128
GAC2	31c	$73,449
GAC2	32a	$73,770
GAC2	32b	$74,091
GAC2	32c	$74,413
GAC2	33a	$74,734
GAC2	33b	$75,055
GAC2	33c	$75,376
GAC2	34a	$75,699
GAC2	34b	$76,020
GAC2	34c	$76,342
GAC2	35a	$76,663
GAC2	35b	$76,985
GAC2	35c	$77,306
GAC2	36a	$77,627
GAC2	36b	$77,948
GAC2	36c	$78,270
GAC2	37a	$78,591
GAC2	37b	$78,912
GAC2	37c	$79,233
GAC2	38a	$79,554
GAC2	38b	$79,875
GAC2	38c	$80,196
GAC2	39a	$80,517
GAC2	39b	$80,838
GAC2	39c	$81,159
GAC2	40a	$81,480
GAC2	40b	$81,801
GAC2	40c	$82,122
GAC2	41a	$82,443
GAC2	41b	$82,765
GAC2	41c	$83,086
GAC2	42a	$83,407
GAC2	42b	$83,728

GAC2	42c	$84,049
GAC2	43a	$84,370
GAC2	43b	$84,691
GAC2	43c	$85,012
GAC2	44a	$85,333
GAC2	44b	$85,654
GAC2	44c	$85,975
GAC2	45a	$86,296
GAC2	45b	$86,617
GAC2	45c	$86,938
GAC2	46a	$87,259
GAC2	46b	$87,580
GAC2	46c	$87,901
GAC2	47a	$88,222

10-Month Grandfathered Bachelor Salary Schedule 2024-2025

Sal Plan	**Step**	2024-25
GAD2	1a	$50,637
GAD2	1b	$50,637
GAD2	1c	$50,637
GAD2	2a	$50,637
GAD2	2b	$50,637
GAD2	2c	$50,637
GAD2	3a	$50,637
GAD2	3b	$50,637
GAD2	3c	$50,637
GAD2	4a	$50,637
GAD2	4b	$50,637
GAD2	4c	$50,637
GAD2	5a	$50,637
GAD2	5b	$50,637
GAD2	5c	$50,637
GAD2	6a	$50,637
GAD2	6b	$50,637
GAD2	6c	$50,637
GAD2	7a	$50,637
GAD2	7b	$50,637
GAD2	7c	$50,637
GAD2	8a	$50,637
GAD2	8b	$50,637
GAD2	8c	$50,637
GAD2	9a	$50,637
GAD2	9b	$50,637
GAD2	9c	$50,637
GAD2	10a	$50,637

GAD2	10b	$50,822
GAD2	10c	$51,143
GAD2	11a	$51,465
GAD2	11b	$51,786
GAD2	11c	$52,108
GAD2	12a	$52,429
GAD2	12b	$52,751
GAD2	12c	$53,072
GAD2	13a	$53,394
GAD2	13b	$53,715
GAD2	13c	$54,037
GAD2	14a	$54,358
GAD2	14b	$54,679
GAD2	14c	$55,000
GAD2	15a	$55,322
GAD2	15b	$55,643
GAD2	15c	$55,964
GAD2	16a	$56,285
GAD2	16b	$56,607
GAD2	16c	$56,928
GAD2	17a	$57,249
GAD2	17b	$57,572
GAD2	17c	$57,894
GAD2	18a	$58,215
GAD2	18b	$58,536
GAD2	18c	$58,857
GAD2	19a	$59,179
GAD2	19b	$59,500
GAD2	19c	$59,821
GAD2	20a	$60,142
GAD2	20b	$60,464
GAD2	20c	$60,785
GAD2	21a	$61,106
GAD2	21b	$61,427
GAD2	21c	$61,750
GAD2	22a	$62,071
GAD2	22b	$62,392
GAD2	22c	$62,713
GAD2	23a	$63,036
GAD2	23b	$63,357
GAD2	23c	$63,678
GAD2	24a	$63,999
GAD2	24b	$64,321
GAD2	24c	$64,642
GAD2	25a	$64,963
GAD2	25b	$65,284

GAD2	25c	$65,606
GAD2	26a	$65,927
GAD2	26b	$66,249
GAD2	26c	$66,570
GAD2	27a	$66,892
GAD2	27b	$67,213
GAD2	27c	$67,534
GAD2	28a	$67,855
GAD2	28b	$68,177
GAD2	28c	$68,498
GAD2	29a	$68,820
GAD2	29b	$69,141
GAD2	29c	$69,463
GAD2	30a	$69,784
GAD2	30b	$70,105
GAD2	30c	$70,427
GAD2	31a	$70,749
GAD2	31b	$71,070
GAD2	31c	$71,391
GAD2	32a	$71,712
GAD2	32b	$72,034
GAD2	32c	$72,355
GAD2	33a	$72,676
GAD2	33b	$72,997
GAD2	33c	$73,319
GAD2	34a	$73,640
GAD2	34b	$73,961
GAD2	34c	$74,282
GAD2	35a	$74,604
GAD2	35b	$74,925
GAD2	35c	$75,246
GAD2	36a	$75,567
GAD2	36b	$75,888
GAD2	36c	$76,209
GAD2	37a	$76,530
GAD2	37b	$76,851
GAD2	37c	$77,172
GAD2	38a	$77,493
GAD2	38b	$77,814
GAD2	38c	$78,135
GAD2	39a	$78,456
GAD2	39b	$78,777
GAD2	39c	$79,098
GAD2	40a	$79,419
GAD2	40b	$79,740
GAD2	40c	$80,061

GAD2	41a	$80,382
GAD2	41b	$80,703
GAD2	41c	$81,024
GAD2	42a	$81,346
GAD2	42b	$81,667
GAD2	42c	$81,988
GAD2	43a	$82,309
GAD2	43b	$82,630
GAD2	43c	$82,951
GAD2	44a	$83,272
GAD2	44b	$83,593
GAD2	44c	$83,914
GAD2	45a	$84,235
GAD2	45b	$84,556
GAD2	45c	$84,877
GAD2	46a	$85,198
GAD2	46b	$85,519
GAD2	46c	$85,840
GAD2	47a	$86,161

10-Month Performance Salary Schedule Bachelor Degree 2024-2025

Sal Plan	Step	2024-25 Effective Performance Salary	2024-25 Highly Effective Performance Salary
PAD2	1c	$49,702	$49,825
PAD2	2a	$49,702	$49,825
PAD2	2b	$49,702	$49,825
PAD2	2c	$49,702	$49,825
PAD2	3a	$49,825	$50,071
PAD2	3b	$49,825	$50,071
PAD2	3c	$49,825	$50,071
PAD2	4a	$49,825	$50,071
PAD2	4b	$49,825	$50,071
PAD2	4c	$49,825	$50,071
PAD2	5a	$50,071	$50,317
PAD2	5b	$50,071	$50,317
PAD2	5c	$50,071	$50,317
PAD2	6a	$50,071	$50,317
PAD2	6b	$50,071	$50,317
PAD2	6c	$50,071	$50,317
PAD2	7a	$50,293	$50,564
PAD2	7b	$50,293	$50,564
PAD2	7c	$50,293	$50,564
PAD2	8a	$50,293	$50,564
PAD2	8b	$50,293	$50,564
PAD2	8c	$50,293	$50,564
PAD2	9a	$50,637	$51,031
PAD2	9b	$50,637	$51,031
PAD2	9c	$50,637	$51,031
PAD2	10a	$50,637	$51,031
PAD2	10b	$50,832	$51,227
PAD2	10c	$51,153	$51,551
PAD2	11a	$51,474	$51,874
PAD2	11b	$51,796	$52,199
PAD2	11c	$52,117	$52,522
PAD2	12a	$52,438	$52,846
PAD2	12b	$52,760	$53,170
PAD2	12c	$53,081	$53,494
PAD2	13a	$53,403	$53,818
PAD2	13b	$53,724	$54,142
PAD2	13c	$54,045	$54,465
PAD2	14a	$54,366	$54,789
PAD2	14b	$54,688	$55,113
PAD2	14c	$55,009	$55,437
PAD2	15a	$55,330	$55,760
PAD2	15b	$55,652	$56,085
PAD2	15c	$55,973	$56,408
PAD2	16a	$56,295	$56,733
PAD2	16b	$56,617	$57,057
PAD2	16c	$56,938	$57,381
PAD2	17a	$57,259	$57,704
PAD2	17b	$57,581	$58,029
PAD2	17c	$57,902	$58,352
PAD2	18a	$58,223	$58,676
PAD2	18b	$58,545	$59,000
PAD2	18c	$58,866	$59,324
PAD2	19a	$59,187	$59,647
PAD2	19b	$59,509	$59,972
PAD2	19c	$59,830	$60,295
PAD2	20a	$60,151	$60,619
PAD2	20b	$60,473	$60,943

10-Month Performance Placement Schedule

Step		2024-25
1c	New Teacher and 1 year	$49,702
2a	2 Years Experience	$49,702
2b	3 Years Experience	$49,702
2c	4 Years Experience	$49,702
3a	5 Years Experience	$49,825
3b	6 Years Experience	$49,825
3c	7 Years Experience	$49,825
4a	8 Years Experience	$49,825
4b	9 Years Experience	$49,825
4c	10 Years Experience	$49,825
5a	11 Years Experience	$50,071
5b	12 Years Experience	$50,071

Effective for newly hired teachers beginning 7/1/2024

Degree Supplements

Masters	$2,058
Specialist	$3,536
Doctorate	$6,106

2024-2025 New Teacher Placement	$49,702
2024-2025 Referendum	$9,537
2024-2025 New Teacher Total Salary	**$59,239**

PAD2	20c	$60,794	$61,267
PAD2	21a	$61,115	$61,590
PAD2	21b	$61,437	$61,915
PAD2	21c	$61,759	$62,239
PAD2	22a	$62,080	$62,563
PAD2	22b	$62,402	$62,887
PAD2	22c	$62,723	$63,211
PAD2	23a	$63,044	$63,534
PAD2	23b	$63,366	$63,859
PAD2	23c	$63,687	$64,182
PAD2	24a	$64,008	$64,506
PAD2	24b	$64,329	$64,829
PAD2	24c	$64,651	$65,154
PAD2	25a	$64,972	$65,477
PAD2	25b	$65,293	$65,801
PAD2	25c	$65,615	$66,125
PAD2	26a	$65,936	$66,449
PAD2	26b	$66,257	$66,772
PAD2	26c	$66,579	$67,097
PAD2	27a	$66,900	$67,420
PAD2	27b	$67,221	$67,744
PAD2	27c	$67,544	$68,069
PAD2	28a	$67,865	$68,393
PAD2	28b	$68,186	$68,716
PAD2	28c	$68,508	$69,041
PAD2	29a	$68,829	$69,364
PAD2	29b	$69,150	$69,688
PAD2	29c	$69,472	$70,012
PAD2	30a	$69,793	$70,336
PAD2	30b	$70,114	$70,659
PAD2	30c	$70,436	$70,984
PAD2	31a	$70,757	$71,307
PAD2	31b	$71,078	$71,631
PAD2	31c	$71,400	$71,955
PAD2	32a	$71,721	$72,279
PAD2	32b	$72,042	$72,602
PAD2	32c	$72,364	$72,927
PAD2	33a	$72,685	$73,250
PAD2	33b	$73,007	$73,575
PAD2	33c	$73,329	$73,899
PAD2	34a	$73,650	$74,223
PAD2	34b	$73,971	$74,546
PAD2	34c	$74,293	$74,871
PAD2	35a	$74,614	$75,194
PAD2	35b	$74,935	$75,518
PAD2	35c	$75,257	$75,842
PAD2	36a	$75,578	$76,166
PAD2	36b	$75,899	$76,489
PAD2	36c	$76,221	$76,814
PAD2	37a	$76,542	$77,137
PAD2	37b	$76,863	$77,461
PAD2	37c	$77,184	$77,784
PAD2	38a	$77,505	$78,108
PAD2	38b	$77,826	$78,431
PAD2	38c	$78,147	$78,755
PAD2	39a	$78,468	$79,078
PAD2	39b	$78,790	$79,403
PAD2	39c	$79,111	$79,726
PAD2	40a	$79,432	$80,050
PAD2	40b	$79,753	$80,373
PAD2	40c	$80,074	$80,697
PAD2	41a	$80,395	$81,020
PAD2	41b	$80,716	$81,344

PAD2	41c	$81,037	$81,667
PAD2	42a	$81,358	$81,991
PAD2	42b	$81,679	$82,314
PAD2	42c	$82,000	$82,638
PAD2	43a	$82,321	$82,961
PAD2	43b	$82,642	$83,285
PAD2	43c	$82,963	$83,608

11-Month Performance Salary Schedule Bachelor Degree 2024-2025

Sal Plan	Step	2024-25 Effective Performance Salary	2024-25 Highly Effective Performance Salary
PXD2	1c	$54,774	$54,909
PXD2	2a	$54,774	$54,909
PXD2	2b	$54,774	$54,909
PXD2	2c	$54,774	$54,909
PXD2	3a	$54,909	$55,180
PXD2	3b	$54,909	$55,180
PXD2	3c	$54,909	$55,180
PXD2	4a	$54,909	$55,180
PXD2	4b	$54,909	$55,180
PXD2	4c	$54,909	$55,180
PXD2	5a	$55,180	$55,452
PXD2	5b	$55,180	$55,452
PXD2	5c	$55,180	$55,452
PXD2	6a	$55,180	$55,452
PXD2	6b	$55,180	$55,452
PXD2	6c	$55,180	$55,452
PXD2	7a	$55,425	$55,723
PXD2	7b	$55,425	$55,723
PXD2	7c	$55,425	$55,723
PXD2	8a	$55,425	$55,723
PXD2	8b	$55,425	$55,723
PXD2	8c	$55,425	$55,723
PXD2	9a	$55,804	$56,238
PXD2	9b	$55,804	$56,238
PXD2	9c	$55,804	$56,238
PXD2	10a	$55,804	$56,238
PXD2	10b	$56,018	$56,454
PXD2	10c	$56,372	$56,811
PXD2	11a	$56,726	$57,167
PXD2	11b	$57,081	$57,525
PXD2	11c	$57,435	$57,881
PXD2	12a	$57,789	$58,238
PXD2	12b	$58,144	$58,596
PXD2	12c	$58,497	$58,952
PXD2	13a	$58,852	$59,310
PXD2	13b	$59,206	$59,666
PXD2	13c	$59,560	$60,023
PXD2	14a	$59,914	$60,380
PXD2	14b	$60,269	$60,737
PXD2	14c	$60,623	$61,094
PXD2	15a	$60,976	$61,450
PXD2	15b	$61,331	$61,808
PXD2	15c	$61,685	$62,165
PXD2	16a	$62,039	$62,521
PXD2	16b	$62,394	$62,879
PXD2	16c	$62,748	$63,235
PXD2	17a	$63,101	$63,592
PXD2	17b	$63,456	$63,950
PXD2	17c	$63,810	$64,306

11-Month Performance Placement Schedule

Step		2024-25
1c	New Teacher and 1 year	$54,774
2a	2 Years Experience	$54,774
2b	3 Years Experience	$54,774
2c	4 Years Experience	$54,774
3a	5 Years Experience	$54,909
3b	6 Years Experience	$54,909
3c	7 Years Experience	$54,909
4a	8 Years Experience	$54,909
4b	9 Years Experience	$54,909
4c	10 Years Experience	$54,909
5a	11 Years Experience	$55,180
5b	12 Years Experience	$55,180

Effective for newly hired teachers beginning 7/1/2024

Degree Supplements

Masters	$2,268
Specialist	$3,857
Doctorate	$7,071

2024-2025 New Teacher Placement	$54,774
2024-2025 Referendum	$9,537
2024-2025 New Teacher Total Salary	**$64,311**

PXD2	18a	$64,164	$64,663
PXD2	18b	$64,519	$65,021
PXD2	18c	$64,873	$65,377
PXD2	19a	$65,227	$65,734
PXD2	19b	$65,581	$66,091
PXD2	19c	$65,935	$66,448
PXD2	20a	$66,289	$66,804
PXD2	20b	$66,644	$67,162
PXD2	20c	$66,998	$67,519
PXD2	21a	$67,352	$67,875
PXD2	21b	$67,707	$68,233
PXD2	21c	$68,060	$68,590
PXD2	22a	$68,414	$68,946
PXD2	22b	$68,769	$69,304
PXD2	22c	$69,123	$69,660
PXD2	23a	$69,477	$70,017
PXD2	23b	$69,832	$70,375
PXD2	23c	$70,186	$70,731
PXD2	24a	$70,539	$71,088
PXD2	24b	$70,893	$71,444
PXD2	24c	$71,248	$71,802
PXD2	25a	$71,602	$72,159
PXD2	25b	$71,956	$72,515
PXD2	25c	$72,311	$72,873
PXD2	26a	$72,664	$73,229
PXD2	26b	$73,018	$73,586
PXD2	26c	$73,373	$73,944
PXD2	27a	$73,727	$74,300
PXD2	27b	$74,081	$74,657
PXD2	27c	$74,436	$75,014
PXD2	28a	$74,790	$75,371
PXD2	28b	$75,143	$75,728
PXD2	28c	$75,498	$76,085
PXD2	29a	$75,852	$76,442
PXD2	29b	$76,206	$76,798
PXD2	29c	$76,561	$77,156
PXD2	30a	$76,915	$77,513
PXD2	30b	$77,268	$77,869
PXD2	30c	$77,623	$78,227
PXD2	31a	$77,977	$78,583
PXD2	31b	$78,331	$78,940
PXD2	31c	$78,686	$79,298
PXD2	32a	$79,040	$79,654
PXD2	32b	$79,394	$80,011
PXD2	32c	$79,749	$80,369
PXD2	33a	$80,102	$80,725
PXD2	33b	$80,456	$81,082
PXD2	33c	$80,811	$81,439
PXD2	34a	$81,165	$81,796
PXD2	34b	$81,519	$82,152
PXD2	34c	$81,874	$82,510
PXD2	35a	$82,227	$82,867
PXD2	35b	$82,581	$83,223
PXD2	35c	$82,936	$83,581
PXD2	36a	$83,290	$83,938
PXD2	36b	$83,644	$84,294
PXD2	36c	$83,999	$84,652
PXD2	37a	$84,353	$85,008
PXD2	37b	$84,706	$85,365
PXD2	37c	$85,060	$85,722
PXD2	38a	$85,414	$86,078
PXD2	38b	$85,768	$86,435
PXD2	38c	$86,122	$86,791

PXD2	39a	$86,475	$87,148
PXD2	39b	$86,829	$87,504
PXD2	39c	$87,183	$87,861
PXD2	40a	$87,537	$88,217
PXD2	40b	$87,891	$88,574
PXD2	40c	$88,244	$88,931
PXD2	41a	$88,598	$89,287
PXD2	41b	$88,952	$89,644
PXD2	41c	$89,306	$90,000
PXD2	42a	$89,660	$90,357
PXD2	42b	$90,014	$90,713
PXD2	42c	$90,367	$91,070
PXD2	43a	$90,721	$91,426
PXD2	43b	$91,075	$91,783
PXD2	43c	$91,429	$92,140

SCHOOL DISTRICT OF MANATEE COUNTY

2024-2025

School Administrators Salary Plan

for

Principals, Assistant Principals, and Athletic Directors

The School Administrators Salary Plan is calculated using several areas.

Base Pay is the initial salary placement. Upon hire, school administrators are placed on the School Administrators Salary Plan on an appropriate step commensurate with the administrator's previous years of experience in the same school-based position or comparable district position *(ex: prior years AP experience to AP Base Pay Placement; prior years Principal experience to Principal Base Pay placement; SAMP schedule to School Administrator Salary Plan).*

Experience is granted for each full school year in that position. Administrators who start after the first student attendance day of Semester 2, will not be given a full year credit. Assistant Principal or other district-level experience may not be used for Principal placement, except in cases where placement on Step 1 or any step lesser than a candidate's current salary would result in a reduction in compensation for lateral duties. A Principal, Assistant Principal, or Athletic Director must work a full four (4) years at their assigned Pay Grade at each step to be eligible to move to the next step. Eligibility is after accumulating and completing 4, 8, 12, 16, or 20 years of experience in the same position. This is calculated by using the start date in the position to the first student attendance day of Semester 2 of each year and from the step of initial pay grade and step placement as long as the position is the same *(ex: Assistant Principal to Assistant Principal; Principal to Principal at that Pay Grade; Athletic Director to Athletic Director at that Pay Grade.)*

Once Base Pay is determined, supplements are added related to the demographics of the school that the school administrator is assigned to. The Demographic Supplement amounts are based on the student enrollment at the school from the previous year's Survey 2 FTE Count and if it is a Title One school.
In addition to Base Pay and a Demographic Supplement, if the School Administrator holds an advanced degree other than the master's degree that is required for the position, a Degree Supplement is given.

The School Administrators Salary Schedule is a Performance Based Salary Schedule. Each year Principals and Assistant Principals are evaluated by the either the Executive Director of Elementary Schools or Executive Director of Secondary Schools. The performance evaluation includes metrics for student achievement, growth, etc. Those metrics, observations from the Executive Director, and goal setting determine an overall rating that is then used to calculate a Performance Supplement. The Performance Supplement is a percentage calculated on the school administrator's total compensation after all adjustments that includes all supplements and remains year after year. Every year a new Performance Supplement is added to the school administrator's total compensation if an Effective or Highly Effective rating is earned. Ratings of Needs Improvement/Developing, or Unsatisfactory will not receive a performance supplement increase. Performance Supplements earned as an Assistant Principal are removed when being promoted to a Principal and are awarded after one full evaluation cycle as a Principal; however, the Superintendent may authorize full or partial carryover of a performance supplement in cases where promotion or transfer to Assistant Principal or Principal would result in a reduction in compensation.

Athletic Directors receive a raise in accordance with the Annual Salary Raise for Athletic Directors as detailed on page 5 below.

Finally, from time-to-time School Administrators might be asked or will volunteer to serve on district committees or have other responsibilities on an annual basis. An Other Responsibilities Annual Supplement may be paid. Additionally, a Professional Development Annual Supplement may be given as well. The Other Responsibilities Annual Supplement and Professional Development Annual Supplement are awarded by the Superintendent or designee annually and do not carry over and are not guaranteed year after year.

Please note that all additional annual supplements are assigned at the discretion of the Superintendent.

BASE PAY

Principals, Assistant Principals, and Athletic Directors are initially placed upon hire on the Performance Pay Grades below. Each pay grade is a difference of $6,453 for Principals and $3,434 for Assistant Principals and Athletic Directors.

PRINCIPAL BASE PAY (246 Days)						
Years of Completed Experience	Step 1 Beginning to completion of 4 years	Step 2 4+ years to completion of 8 years	Step 3 8+ years to completion of 12 years	Step 4 12+ years to completion of 16 years	Step 5 16+ years to completion of 20 years	Step 6 20+ years
P10 Elem.	$85,041	$91,494	$97,947	$104,401	$110,854	$117,307
P11 Middle	$90,907	$97,361	$103,814	$110,268	$116,721	$123,174
P12 High	$96,772	$103,225	$109,679	$116,132	$122,585	$129,038

ASSISTANT PRINCIPAL BASE PAY (240 Days)						
Years of Completed Experience	Step 1 Beginning to completion of 4 years	Step 2 4+ years to completion of 8 years	Step 3 8+ years to completion of 12 years	Step 4 12+ years to completion of 16 years	Step 5 16+ years to completion of 20 years	Step 6 20+ years
P07 Elem.	$74,384	$77,818	$81,251	$84,684	$88,117	$91,551
P08 Middle	$78,962	$82,396	$85,829	$89,262	$92,695	$96,129
P09 High	$83,539	$86,974	$90,406	$93,839	$97,273	$100,707

ATHLETIC DIRECTOR BASE PAY (240 Days)						
Years of Completed Experience	Step 1 Beginning to completion of 4 years	Step 2 4+ years to completion of 8 years	Step 3 8+ years to completion of 12 years	Step 4 12+ years to completion of 16 years	Step 5 16+ years to completion of 20 years	Step 6 20+ years
P07	$74,384	$77,818	$81,251	$84,684	$88,117	$91,551

Base Pay is indicated with rate code NAANNL in PeopleSoft Job Data.

DEMOGRAPHIC SUPPLEMENT

Principals, Assistant Principals, and Athletic Directors are paid a Demographic Supplement on top of the Base Pay based on student enrollment and Title One school status. Demographic supplement eligibility is based on the previous school year's Survey 2 FTE Count.

PRINCIPAL DEMOGRAPHICS		
ELEMENTARY	NON-TITLE 1	TITLE 1
0 – 500	$2,200	$3,300
501 – 750	$3,300	$4,950
751 – 1000	$4,400	$6,600
1001 – 1500+	$5,500	$8,800
MIDDLE	NON-TITLE 1	TITLE 1
0 – 500	$2,750	$4,400
501 – 750	$3,850	$6,050
751 – 1000	$4,950	$7,700
1001 – 1500+	$6,050	$9,350
HIGH	NON-TITLE 1	TITLE 1
1000 - 1500	$6,600	$8,800
1501 - 1800	$7,700	$10,450
1801 – 2000+	$9,900	$13,200

ASSISTANT PRINCIPAL DEMOGRAPHICS		
ELEMENTARY	NON-TITLE 1	TITLE 1
0 – 500	$1,000	$1,500
501 – 750	$1,500	$2,250
751 - 1000	$2,000	$3,000
1001 – 1500+	$2,500	$4,000
MIDDLE	NON-TITLE 1	TITLE 1
0 – 500	$1,250	$2,000
501 – 750	$1,750	$2,750
751 - 1000	$2,250	$3,500
1001 – 1500+	$2,750	$4,250
HIGH	NON-TITLE 1	TITLE 1
1000 - 1500	$2,000	$3,000
1501 - 1800	$2,500	$3,750
1801 – 2000+	$3,000	$4,500

ATHLETIC DIRECTOR DEMOGRAPHICS		
	NON-TITLE 1	TITLE 1
1000 - 1500	$2,000	$3,000
1501 - 1800	$2,500	$3,750
1801 – 2000+	$3,000	$4,500

Demographic Supplements are indicated in Job Data as Rate Code SUPG13 through SUPG56.

ADVANCED DEGREE SUPPLEMENT

Degree	Amount
Specialist	$3,200
PhD/EdD	$4,267

Advanced Degree Supplements are indicated in Job Data as Rate Code SUPG57 and SUPG58.

PERFORMANCE SUPPLEMENT FOR PRINCIPALS AND ASSISTANT PRINCIPALS

Based on the Principal and Assistant Principal total performance rating on the adopted Performance Evaluation, a supplement will be paid on the Total Compensation which includes all supplements added as follows:

Performance Rating	Highly Effective	Effective	Needs Improvement/ Developing	Unsatisfactory
Percent Increase on Total Compensation for 2024-25	2.68%	2.00%	0%	0%

Performance Supplements are indicated in Job Data as Rate Code PERF.

ANNUAL SALARY RAISE FOR ATHLETIC DIRECTORS

Athletic Directors will receive a 2.34% salary raise every year which will be paid on the Total Compensation including demographic supplement and degree supplement, if applicable, and entered as Performance Supplement in Job Data.

OTHER RESPONSIBILITIES ANNUAL SUPPLEMENTS

These supplements are paid out if the budget allows and as determined by the Superintendent or designee.

OTHER RESPONSIBILITIES ANNUAL SUPPLEMENTS	
DISTRICT COMMITTEES: PRINCIPALS/ASSISTANT PRINCIPALS	Amount
Curriculum Development	$1,100
Manatee Education Association (MEA) Negotiations	$1,320
Code of Conduct	$1,100
Superintendent Advisory Council	$1,100
Extended Hour	$1,650
Mentor/Coach	$1,100
ATHLETIC DIRECTORS	
District Leadership Duties in place of County Athletic Director	$1,250

PROFESSIONAL DEVELOPMENT: PRINCIPALS/ASSISTANT PRINCIPALS/ATHLETIC DIRECTORS Hours	Amount
15	$550
16 to 30	$825
31+	$1,100

MILLAGE REFERENDUM SUPPLEMENT: PRINCIPALS/ASSISTANT PRINCIPALS/ATHLETIC DIRECTORS	Amount
2024-2025 School Year	$6,373

SALARY PLACEMENT WORKSHEET

Base Pay Number of completed years of experience in same positions	
Demographic Number of students Title One (Yes or No)	
Advanced Degree	
Total Compensation	
Performance Supplement (Calculated after all adjustments on Total Compensation.) 2.68% Highly Effective 2.00% Effective 0% Needs Improvement/Developing or Unsatisfactory 2.34% Athletic Director	
Other Responsibilities Professional Development (This supplement is not a part of the Total Compensation Page in PeopleSoft and not used in calculating the Performance Supplement.)	
Referendum Supplement (This supplement is not a part of the Total Compensation Page in PeopleSoft and not used in calculating the Performance Supplement.)	$6,373 (for 2024-2025 SY)
FINAL TOTAL COMPENSATION	

School District of Manatee County
10-Month SAMP Salary Schedule 2024-2025

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A01	$30,874	$31,506	$32,133	$32,777	$33,431	$34,101	$34,782	$35,479	$36,188	$36,909	$37,651	$38,402	$39,166	$39,955	$40,749	$41,570	$42,399	$43,246	$44,114	$44,993	$45,980	$50,366	$51,373	$52,400	$53,448	$54,518	$55,608	$56,720	$57,855	$59,012
A02	$32,746	$33,413	$34,083	$34,771	$35,461	$36,173	$36,894	$37,632	$38,384	$39,155	$39,935	$40,735	$41,550	$42,375	$43,225	$44,093	$44,972	$45,870	$46,789	$47,726	$48,776	$53,248	$54,313	$55,399	$56,506	$57,637	$58,790	$59,965	$61,165	$62,388
A03	$34,757	$35,465	$36,175	$36,901	$37,634	$38,389	$39,157	$39,939	$40,738	$41,553	$42,380	$43,230	$44,097	$44,976	$45,876	$46,792	$47,729	$48,682	$49,658	$50,649	$51,711	$56,264	$57,390	$58,538	$59,708	$60,903	$62,121	$63,363	$64,630	$65,923
A04	$36,849	$37,602	$38,354	$39,120	$39,904	$40,705	$41,512	$42,347	$43,191	$44,061	$44,937	$45,839	$46,755	$47,691	$48,644	$49,612	$50,608	$51,620	$52,652	$53,710	$54,869	$59,520	$60,709	$61,923	$63,161	$64,426	$65,714	$67,029	$68,369	$69,736
A05	$39,080	$39,877	$40,679	$41,490	$42,321	$43,169	$44,030	$44,914	$45,811	$46,726	$47,660	$48,613	$49,588	$50,579	$51,585	$52,624	$53,673	$54,749	$55,839	$56,958	$58,198	$62,956	$64,216	$65,500	$66,810	$68,146	$69,508	$70,899	$72,318	$73,764
A06	$41,492	$42,339	$43,186	$44,046	$44,925	$45,826	$46,746	$47,682	$48,632	$49,604	$50,591	$51,609	$52,641	$53,694	$54,770	$55,868	$56,978	$58,122	$59,284	$60,471	$61,758	$66,624	$67,957	$69,315	$70,702	$72,116	$73,558	$75,030	$76,530	$78,061
A07	$43,988	$44,886	$45,785	$46,700	$47,637	$48,586	$49,556	$50,552	$51,558	$52,594	$53,643	$54,718	$55,817	$56,926	$58,064	$59,228	$60,412	$61,623	$62,851	$64,110	$65,456	$70,431	$71,840	$73,276	$74,742	$76,237	$77,762	$79,317	$80,904	$82,522
A08	$46,668	$47,618	$48,572	$49,542	$50,532	$51,548	$52,574	$53,628	$54,699	$55,787	$56,907	$58,048	$59,209	$60,391	$61,597	$62,830	$64,090	$65,373	$66,675	$68,012	$69,468	$74,565	$76,056	$77,577	$79,128	$80,712	$82,326	$83,972	$85,652	$87,365
A09	$49,521	$50,532	$51,548	$52,574	$53,627	$54,699	$55,787	$56,907	$58,048	$59,207	$60,391	$61,597	$62,830	$64,087	$65,372	$66,672	$68,012	$69,373	$70,758	$72,169	$73,658	$78,886	$80,463	$82,072	$83,713	$85,388	$87,095	$88,838	$90,614	$92,426
A10	$52,555	$53,628	$54,701	$55,795	$56,909	$58,049	$59,209	$60,393	$61,599	$62,830	$64,092	$65,375	$66,678	$68,013	$69,377	$70,763	$72,176	$73,620	$75,091	$76,592	$78,170	$83,525	$85,195	$86,899	$88,638	$90,411	$92,220	$94,064	$95,946	$97,865
A11	$55,768	$56,906	$58,043	$59,206	$60,390	$61,595	$62,829	$64,084	$65,367	$66,671	$68,008	$69,369	$70,751	$72,168	$73,616	$75,088	$76,589	$78,118	$79,684	$81,274	$82,899	$88,401	$90,170	$91,973	$93,812	$95,688	$97,601	$99,553	$101,544	$103,575
A12	$59,160	$60,366	$61,574	$62,806	$64,065	$65,341	$66,647	$67,983	$69,337	$70,732	$72,144	$73,585	$75,055	$76,557	$78,092	$79,649	$81,238	$82,868	$84,530	$86,220	$87,950	$93,605	$95,476	$97,387	$99,334	$101,320	$103,347	$105,414	$107,522	$109,672

School District of Manatee County
10.5-Month SAMP Salary Schedule 2024 - 2025

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
B01	$ 32,417	$ 33,081	$ 33,741	$ 34,416	$ 35,103	$ 35,809	$ 36,520	$ 37,253	$ 37,999	$ 38,755	$ 39,531	$ 40,323	$ 41,124	$ 41,950	$ 42,794	$ 43,646	$ 44,518	$ 45,405	$ 46,315	$ 47,241	$ 48,268	$ 52,724	$ 53,779	$ 54,855	$ 55,952	$ 57,070	$ 58,212	$ 59,376	$ 60,565
B02	$ 34,380	$ 35,084	$ 35,787	$ 36,502	$ 37,234	$ 37,979	$ 38,737	$ 39,513	$ 40,304	$ 41,110	$ 41,931	$ 42,767	$ 43,625	$ 44,494	$ 45,385	$ 46,295	$ 47,222	$ 48,164	$ 49,129	$ 50,111	$ 51,207	$ 55,753	$ 56,868	$ 58,006	$ 59,166	$ 60,349	$ 61,556	$ 62,787	$ 64,042
B03	$ 36,492	$ 37,235	$ 37,981	$ 38,742	$ 39,521	$ 40,311	$ 41,111	$ 41,933	$ 42,770	$ 43,629	$ 44,497	$ 45,389	$ 46,299	$ 47,224	$ 48,166	$ 49,132	$ 50,114	$ 51,120	$ 52,139	$ 53,181	$ 54,286	$ 58,920	$ 60,098	$ 61,300	$ 62,526	$ 63,777	$ 65,051	$ 66,353	$ 67,679
B04	$ 38,694	$ 39,486	$ 40,276	$ 41,080	$ 41,904	$ 42,735	$ 43,589	$ 44,467	$ 45,354	$ 46,264	$ 47,189	$ 48,131	$ 49,090	$ 50,073	$ 51,077	$ 52,097	$ 53,252	$ 54,203	$ 55,286	$ 56,391	$ 57,595	$ 62,332	$ 63,579	$ 64,850	$ 66,148	$ 67,470	$ 68,819	$ 70,195	$ 71,599
B05	$ 41,033	$ 41,872	$ 42,709	$ 43,568	$ 44,434	$ 45,328	$ 46,232	$ 47,160	$ 48,098	$ 49,058	$ 50,043	$ 51,041	$ 52,068	$ 53,108	$ 54,166	$ 55,253	$ 56,357	$ 57,482	$ 58,631	$ 59,803	$ 61,103	$ 65,944	$ 67,262	$ 68,607	$ 69,979	$ 71,379	$ 72,807	$ 74,262	$ 75,747
B06	$ 43,568	$ 44,457	$ 45,343	$ 46,248	$ 47,174	$ 48,119	$ 49,081	$ 50,066	$ 51,068	$ 52,085	$ 53,125	$ 54,187	$ 55,274	$ 56,383	$ 57,506	$ 58,658	$ 59,831	$ 61,025	$ 62,252	$ 63,494	$ 64,841	$ 69,796	$ 71,192	$ 72,616	$ 74,069	$ 75,549	$ 77,060	$ 78,602	$ 80,174
B07	$ 46,191	$ 47,133	$ 48,076	$ 49,034	$ 50,016	$ 51,015	$ 52,035	$ 53,080	$ 54,144	$ 55,229	$ 56,323	$ 57,453	$ 58,602	$ 59,776	$ 60,969	$ 62,190	$ 63,433	$ 64,702	$ 65,995	$ 67,321	$ 68,717	$ 73,791	$ 75,265	$ 76,772	$ 78,306	$ 79,873	$ 81,470	$ 83,100	$ 84,762
B08	$ 48,998	$ 49,997	$ 51,001	$ 52,024	$ 53,062	$ 54,115	$ 55,200	$ 56,309	$ 57,437	$ 58,584	$ 59,754	$ 60,950	$ 62,168	$ 63,412	$ 64,678	$ 65,971	$ 67,296	$ 68,635	$ 70,012	$ 71,410	$ 72,935	$ 78,134	$ 79,697	$ 81,291	$ 82,917	$ 84,576	$ 86,267	$ 87,992	$ 89,752
B09	$ 51,995	$ 53,058	$ 54,115	$ 55,200	$ 56,308	$ 57,435	$ 58,584	$ 59,754	$ 60,949	$ 62,168	$ 63,412	$ 64,677	$ 65,971	$ 67,295	$ 68,634	$ 70,010	$ 71,410	$ 72,837	$ 74,291	$ 75,782	$ 77,335	$ 82,666	$ 84,320	$ 86,005	$ 87,725	$ 89,479	$ 91,269	$ 93,094	$ 94,956
B10	$ 55,185	$ 56,310	$ 57,437	$ 58,586	$ 59,755	$ 60,951	$ 62,171	$ 63,418	$ 64,679	$ 65,973	$ 67,296	$ 68,640	$ 70,014	$ 71,413	$ 72,840	$ 74,303	$ 75,787	$ 77,300	$ 78,848	$ 80,426	$ 82,065	$ 87,546	$ 89,296	$ 91,082	$ 92,904	$ 94,762	$ 96,657	$ 98,590	$ 100,562
B11	$ 58,559	$ 59,753	$ 60,949	$ 62,167	$ 63,409	$ 64,675	$ 65,969	$ 67,293	$ 68,633	$ 70,009	$ 71,409	$ 72,836	$ 74,288	$ 75,781	$ 77,293	$ 78,843	$ 80,416	$ 82,021	$ 83,659	$ 85,335	$ 87,037	$ 92,690	$ 94,544	$ 96,435	$ 98,363	$ 100,331	$ 102,338	$ 104,386	$ 106,472
B12	$ 62,115	$ 63,380	$ 64,653	$ 65,943	$ 67,262	$ 68,612	$ 69,979	$ 71,375	$ 72,810	$ 74,265	$ 75,748	$ 77,262	$ 78,806	$ 80,383	$ 81,994	$ 83,636	$ 85,311	$ 87,012	$ 88,750	$ 90,529	$ 92,336	$ 98,119	$ 100,081	$ 102,084	$ 104,126	$ 106,208	$ 108,332	$ 110,498	$ 112,708

School District of Manatee County
11-Month SAMP Salary Schedule 2024 - 2025

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
C01	$33,961	$34,656	$35,346	$36,057	$36,772	$37,511	$38,258	$39,024	$39,803	$40,602	$41,410	$42,244	$43,089	$43,952	$44,830	$45,725	$46,638	$47,573	$48,525	$49,491	$50,564	$55,087	$56,188	$57,312	$58,459	$59,627	$60,820	$62,037	$63,277
C02	$36,020	$36,756	$37,489	$38,236	$39,012	$39,784	$40,585	$41,398	$42,219	$43,065	$43,926	$44,807	$45,705	$46,617	$47,547	$48,500	$49,471	$50,458	$51,473	$52,500	$53,634	$58,256	$59,421	$60,609	$61,822	$63,058	$64,319	$65,606	$66,918
C03	$38,232	$39,016	$39,786	$40,587	$41,400	$42,224	$43,068	$43,929	$44,811	$45,707	$46,619	$47,554	$48,504	$49,477	$50,460	$51,475	$52,503	$53,550	$54,623	$55,712	$56,859	$61,574	$62,806	$64,062	$65,344	$66,650	$67,983	$69,342	$70,728
C04	$40,538	$41,364	$42,193	$43,032	$43,894	$44,776	$45,675	$46,581	$47,514	$48,466	$49,428	$50,423	$51,432	$52,458	$53,511	$54,576	$55,671	$56,781	$57,917	$59,078	$60,332	$65,151	$66,454	$67,784	$69,140	$70,522	$71,932	$73,370	$74,838
C05	$42,987	$43,864	$44,745	$45,639	$46,551	$47,482	$48,433	$49,401	$50,389	$51,397	$52,425	$53,473	$54,544	$55,636	$56,745	$57,886	$59,040	$60,219	$61,426	$62,657	$64,003	$68,932	$70,311	$71,717	$73,152	$74,615	$76,107	$77,628	$79,181
C06	$45,636	$46,567	$47,508	$48,452	$49,421	$50,410	$51,418	$52,450	$53,501	$54,570	$55,654	$56,771	$57,904	$59,062	$60,247	$61,444	$62,679	$63,934	$65,215	$66,514	$67,916	$72,962	$74,422	$75,910	$77,428	$78,977	$80,556	$82,167	$83,811
C07	$48,390	$49,376	$50,359	$51,371	$52,399	$53,451	$54,520	$55,605	$56,720	$57,851	$59,011	$60,188	$61,399	$62,624	$63,875	$65,154	$66,455	$67,781	$69,138	$70,520	$71,984	$77,155	$78,698	$80,272	$81,878	$83,515	$85,185	$86,889	$88,627
C08	$51,331	$52,380	$53,432	$54,492	$55,587	$56,700	$57,833	$58,988	$60,169	$61,371	$62,595	$63,854	$65,128	$66,430	$67,762	$69,115	$70,497	$71,903	$73,346	$74,812	$76,395	$81,704	$83,339	$85,004	$86,705	$88,439	$90,207	$92,012	$93,853
C09	$54,472	$55,583	$56,700	$57,833	$58,987	$60,169	$61,371	$62,595	$63,853	$65,125	$66,430	$67,761	$69,114	$70,496	$71,903	$73,345	$74,810	$76,306	$77,834	$79,390	$81,008	$86,454	$88,183	$89,946	$91,745	$93,580	$95,452	$97,361	$99,309
C10	$57,807	$58,988	$60,171	$61,372	$62,595	$63,854	$65,130	$66,431	$67,764	$69,117	$70,497	$71,905	$73,347	$74,814	$76,311	$77,836	$79,397	$80,984	$82,597	$84,255	$85,964	$91,562	$93,393	$95,262	$97,166	$99,109	$101,092	$103,113	$105,175
C11	$61,344	$62,594	$63,852	$65,124	$66,429	$67,757	$69,112	$70,495	$71,902	$73,342	$74,807	$76,306	$77,833	$79,385	$80,977	$82,593	$84,249	$85,933	$87,647	$89,403	$91,172	$96,925	$98,865	$100,842	$102,858	$104,915	$107,014	$109,155	$111,337
C12	$65,075	$66,401	$67,728	$69,086	$70,466	$71,876	$73,310	$74,778	$76,275	$77,799	$79,359	$80,943	$82,564	$84,210	$85,902	$87,618	$89,369	$91,159	$92,982	$94,838	$96,728	$102,646	$104,697	$106,792	$108,928	$111,106	$113,328	$115,595	$117,907
C13	$69,002	$70,409	$71,821	$73,255	$74,716	$76,211	$77,735	$79,293	$80,877	$82,494	$84,142	$85,827	$87,546	$89,299	$91,084	$92,903	$94,764	$96,650	$98,589	$100,562	$102,578	$108,672	$110,845	$113,062	$115,324	$117,630	$119,982	$122,383	$124,830
C14	$73,218	$74,713	$76,208	$77,729	$79,292	$80,871	$82,492	$84,136	$85,826	$87,542	$89,295	$91,082	$92,902	$94,758	$96,649	$98,587	$100,556	$102,570	$104,622	$106,711	$108,822	$115,107	$117,409	$119,758	$122,153	$124,595	$127,088	$129,630	$132,222

School District of Manatee County
12-Month SAMP Salary Schedule 2024 - 2025

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
D01	$36,317	$37,059	$37,806	$38,560	$39,330	$40,118	$40,920	$41,738	$42,576	$43,424	$44,089	$45,175	$46,083	$47,003	$47,944	$48,904	$49,881	$50,880	$51,898	$52,938	$54,059	$58,637	$59,809	$61,006	$62,227	$63,471	$64,740	$66,035	$67,355	$68,702
D02	$38,525	$39,311	$40,102	$40,900	$41,717	$42,553	$43,406	$44,269	$45,155	$46,060	$46,982	$47,921	$48,877	$49,856	$50,856	$51,874	$52,909	$53,969	$55,048	$56,151	$57,346	$62,019	$63,259	$64,525	$65,816	$67,132	$68,474	$69,844	$71,241	$72,666
D03	$40,886	$41,722	$42,556	$43,411	$44,273	$45,163	$46,062	$46,988	$47,926	$48,883	$49,860	$50,858	$51,881	$52,911	$53,971	$55,051	$56,154	$57,275	$58,417	$59,585	$60,799	$65,568	$66,878	$68,217	$69,580	$70,972	$72,392	$73,839	$75,316	$76,822
D04	$43,374	$44,237	$45,127	$46,026	$46,947	$47,884	$48,845	$49,821	$50,821	$51,835	$52,867	$53,928	$55,006	$56,104	$57,230	$58,371	$59,543	$60,733	$61,952	$63,188	$64,512	$69,396	$70,784	$72,199	$73,644	$75,117	$76,619	$78,152	$79,715	$81,309
D05	$45,967	$46,904	$47,844	$48,801	$49,779	$50,776	$51,792	$52,827	$53,878	$54,963	$56,059	$57,183	$58,319	$59,493	$60,680	$61,894	$63,130	$64,397	$65,687	$66,995	$68,430	$73,436	$74,906	$76,403	$77,932	$79,491	$81,080	$82,702	$84,356	$86,043
D06	$48,813	$49,807	$50,810	$51,819	$52,857	$53,916	$54,998	$56,092	$57,215	$58,356	$59,526	$60,717	$61,932	$63,169	$64,435	$65,721	$67,035	$68,379	$69,741	$71,139	$72,620	$77,755	$79,310	$80,896	$82,514	$84,164	$85,847	$87,564	$89,315	$91,101
D07	$51,747	$52,804	$53,868	$54,941	$56,042	$57,167	$58,307	$59,473	$60,658	$61,874	$63,112	$64,370	$65,661	$66,977	$68,310	$69,680	$71,071	$72,495	$73,947	$75,425	$76,973	$82,234	$83,880	$85,557	$87,268	$89,014	$90,794	$92,610	$94,462	$96,351
D08	$54,901	$56,020	$57,139	$58,287	$59,450	$60,641	$61,852	$63,089	$64,351	$65,641	$66,951	$68,292	$69,655	$71,047	$72,468	$73,919	$75,397	$76,906	$78,445	$80,014	$81,688	$87,093	$88,836	$90,612	$92,424	$94,273	$96,159	$98,081	$100,043	$102,044
D09	$58,261	$59,450	$60,634	$61,852	$63,087	$64,351	$65,640	$66,946	$68,290	$69,654	$71,044	$72,466	$73,917	$75,397	$76,905	$78,442	$80,012	$81,613	$83,238	$84,910	$86,624	$92,179	$94,024	$95,904	$97,823	$99,779	$101,774	$103,810	$105,886	$108,004
D10	$60,554	$61,789	$63,023	$64,287	$65,576	$66,884	$68,221	$69,588	$70,979	$72,396	$73,843	$75,323	$76,828	$78,367	$79,932	$81,530	$83,162	$84,826	$86,523	$88,251	$90,025	$95,625	$97,536	$99,488	$101,478	$103,508	$105,577	$107,689	$109,843	$112,040
D11	$64,259	$65,567	$66,877	$68,217	$69,577	$70,971	$72,389	$73,840	$75,316	$76,821	$78,362	$79,928	$81,523	$83,156	$84,822	$86,516	$88,246	$90,008	$91,810	$93,640	$95,483	$101,243	$103,268	$105,334	$107,441	$109,590	$111,782	$114,017	$116,298	$118,624
D12	$68,161	$69,553	$70,946	$72,365	$73,814	$75,289	$76,787	$78,329	$79,892	$81,496	$83,125	$84,785	$86,483	$88,208	$89,976	$91,779	$93,613	$95,482	$97,393	$99,341	$101,303	$107,241	$109,386	$111,574	$113,805	$116,081	$118,403	$120,771	$123,185	$125,649
D13	$72,276	$73,752	$75,227	$76,729	$78,267	$79,830	$81,427	$83,055	$84,715	$86,411	$88,141	$89,901	$91,698	$93,533	$95,402	$97,317	$99,260	$101,242	$103,269	$105,336	$107,435	$113,552	$115,824	$118,140	$120,503	$122,912	$125,371	$127,878	$130,437	$133,046
D14	$76,696	$78,262	$79,827	$81,425	$83,054	$84,711	$86,410	$88,137	$89,894	$91,694	$93,532	$95,400	$97,312	$99,256	$101,238	$103,267	$105,327	$107,435	$109,590	$111,776	$113,975	$120,297	$122,702	$125,157	$127,661	$130,213	$132,817	$135,474	$138,183	$140,947
D15	$78,974	$80,587	$82,199	$83,838	$85,513	$87,228	$88,969	$90,751	$92,567	$94,417	$96,304	$98,233	$100,196	$102,204	$104,244	$106,328	$108,456	$110,622	$112,839	$115,093	$117,365	$123,704	$126,178	$128,701	$131,275	$133,901	$136,578	$139,310	$142,096	$144,938
D16	$86,975	$88,750	$90,520	$92,334	$94,182	$96,067	$97,989	$99,944	$101,948	$103,987	$106,065	$108,188	$110,351	$112,552	$114,811	$117,101	$119,444	$121,837	$124,276	$126,757	$129,304	$136,108	$138,831	$141,607	$144,440	$147,328	$150,275	$153,280	$156,347	$159,474
D17	$94,041	$95,958	$97,882	$99,838	$101,833	$103,868	$105,955	$108,068	$110,231	$112,438	$114,685	$116,980	$119,321	$121,707	$124,137	$126,620	$129,156	$131,738	$134,372	$137,056	$139,756	$146,926	$149,866	$152,862	$155,919	$159,038	$162,219	$165,464	$168,773	$172,148
D18	$101,677	$103,711	$105,785	$107,900	$110,058	$112,259	$114,504	$116,794	$119,132	$121,512	$123,943	$126,422	$128,951	$131,530	$134,160	$136,843	$139,581	$142,372	$145,220	$148,124	$152,597	$156,464	$159,594	$162,786	$166,041	$169,362	$172,749	$176,204	$179,728	$183,323

School District of Manatee County
12-Month Hourly, Non-Bargaining Schedule 2024 - 2025

Pay Grade	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
21	$11.24	$11.54	$11.79	$11.95	$12.26	$12.54	$12.72	$12.90	$13.30	$13.55	$13.84	$14.06	$14.54	$14.74	$15.08	$15.40	$15.53	$16.54	$16.87	$17.21	$17.55	$17.90	$18.26	$18.63	$19.00	$19.38	$19.77	$20.16	$20.56
22	$11.93	$12.23	$12.52	$12.64	$13.01	$13.30	$13.52	$13.69	$14.08	$14.37	$14.67	$14.89	$15.40	$15.63	$15.97	$16.31	$16.49	$17.53	$17.88	$18.24	$18.60	$18.97	$19.36	$19.75	$20.13	$20.54	$20.95	$21.37	$21.80
23	$12.62	$12.89	$13.17	$13.40	$13.70	$14.00	$14.30	$14.52	$14.97	$15.28	$15.60	$15.90	$16.30	$16.63	$16.92	$17.29	$17.44	$18.50	$18.87	$19.25	$19.64	$20.03	$20.43	$20.84	$21.26	$21.68	$22.11	$22.56	$23.01
24	$13.17	$13.40	$13.70	$14.00	$14.30	$14.52	$14.97	$15.28	$15.60	$15.90	$16.30	$16.63	$16.93	$17.42	$17.83	$18.18	$18.36	$19.48	$19.88	$20.27	$20.68	$21.09	$21.51	$21.94	$22.37	$22.82	$23.28	$23.74	$24.21
25	$13.70	$14.00	$14.30	$14.52	$14.97	$15.28	$15.60	$15.90	$16.30	$16.63	$16.93	$17.42	$17.75	$18.18	$18.62	$18.99	$19.18	$20.29	$20.71	$21.12	$21.53	$21.97	$22.40	$22.86	$23.32	$23.78	$24.26	$24.75	$25.25
26	$14.30	$14.52	$14.97	$15.28	$15.60	$15.90	$16.30	$16.63	$16.93	$17.42	$17.75	$18.18	$18.51	$19.00	$19.45	$19.86	$20.05	$21.20	$21.61	$22.05	$22.49	$22.94	$23.40	$23.87	$24.34	$24.83	$25.33	$25.83	$26.35
27	$14.97	$15.28	$15.60	$15.90	$16.30	$16.63	$16.93	$17.42	$17.75	$18.18	$18.51	$19.00	$19.46	$19.88	$20.30	$20.75	$20.92	$22.11	$22.56	$23.01	$23.47	$23.95	$24.42	$24.91	$25.41	$25.92	$26.43	$26.96	$27.50
28	$15.60	$15.90	$16.30	$16.63	$16.93	$17.42	$17.75	$18.18	$18.51	$19.00	$19.46	$19.88	$20.29	$20.82	$21.30	$21.68	$21.96	$23.14	$23.60	$24.08	$24.56	$25.05	$25.55	$26.06	$26.58	$27.10	$27.64	$28.19	$28.75
29	$16.30	$16.63	$16.93	$17.42	$17.75	$18.18	$18.51	$19.00	$19.46	$19.88	$20.29	$20.82	$21.25	$21.79	$22.26	$22.70	$22.95	$24.15	$24.64	$25.12	$25.63	$26.15	$26.67	$27.20	$27.75	$28.32	$28.89	$29.47	$30.06
30	$16.93	$17.42	$17.75	$18.18	$18.51	$19.00	$19.46	$19.88	$20.29	$20.82	$21.25	$21.79	$22.21	$22.76	$23.24	$23.72	$23.93	$25.16	$25.67	$26.18	$26.71	$27.23	$27.78	$28.35	$28.92	$29.50	$30.09	$30.68	$31.29
31	$17.75	$18.18	$18.51	$19.00	$19.46	$19.88	$20.29	$20.82	$21.25	$21.79	$22.21	$22.76	$23.14	$23.73	$24.28	$24.81	$25.02	$26.31	$26.84	$27.38	$27.92	$28.48	$29.05	$29.63	$30.22	$30.82	$31.45	$32.07	$32.71
32	$18.51	$19.00	$19.46	$19.88	$20.29	$20.82	$21.25	$21.79	$22.21	$22.76	$23.14	$23.73	$24.34	$24.89	$25.49	$26.03	$26.23	$27.57	$28.12	$28.68	$29.25	$29.84	$30.44	$31.05	$31.67	$32.30	$32.95	$33.61	$34.28
33	$19.46	$19.88	$20.29	$20.82	$21.25	$21.79	$22.21	$22.76	$23.14	$23.73	$24.34	$24.89	$25.47	$26.04	$26.65	$27.23	$27.50	$28.82	$29.40	$29.98	$30.58	$31.19	$31.81	$32.46	$33.11	$33.77	$34.45	$35.14	$35.84
34	$20.29	$20.82	$21.25	$21.79	$22.21	$22.76	$23.14	$23.73	$24.34	$24.89	$25.47	$26.04	$26.61	$27.25	$27.90	$28.46	$28.76	$30.11	$30.70	$31.32	$31.95	$32.59	$33.24	$33.90	$34.59	$35.28	$35.99	$36.71	$37.44
35	$21.25	$21.79	$22.21	$22.76	$23.14	$23.73	$24.34	$24.89	$25.47	$26.04	$26.61	$27.25	$27.96	$28.51	$29.18	$29.75	$30.03	$31.48	$32.11	$32.74	$33.39	$34.06	$34.74	$35.43	$36.14	$36.86	$37.60	$38.36	$39.13
36	$22.21	$22.76	$23.14	$23.73	$24.34	$24.89	$25.47	$26.04	$26.61	$27.25	$27.96	$28.51	$29.25	$29.89	$30.58	$31.18	$31.50	$32.90	$33.55	$34.22	$34.90	$35.61	$36.32	$37.05	$37.79	$38.55	$39.31	$40.10	$40.90
37	$23.14	$23.73	$24.34	$24.89	$25.47	$26.04	$26.61	$27.25	$27.96	$28.51	$29.25	$29.89	$30.52	$31.25	$32.00	$32.63	$32.95	$34.40	$35.10	$35.79	$36.52	$37.24	$37.98	$38.74	$39.51	$40.30	$41.12	$41.93	$42.77
38	$24.34	$24.89	$25.47	$26.04	$26.61	$27.25	$27.96	$28.51	$29.25	$29.89	$30.52	$31.25	$32.05	$32.80	$33.54	$34.21	$34.55	$36.02	$36.73	$37.46	$38.22	$38.97	$39.77	$40.57	$41.37	$42.20	$43.04	$43.91	$44.79
39	$25.47	$26.04	$26.61	$27.25	$27.96	$28.51	$29.25	$29.89	$30.52	$31.25	$32.05	$32.80	$33.54	$34.27	$35.04	$35.74	$36.09	$37.68	$38.43	$39.20	$39.98	$40.78	$41.60	$42.43	$43.29	$44.16	$45.03	$45.94	$46.86
40	$26.61	$27.25	$27.96	$28.51	$29.25	$29.89	$30.52	$31.25	$32.05	$32.80	$33.54	$34.27	$35.01	$35.88	$36.73	$37.44	$37.86	$39.40	$40.19	$40.99	$41.82	$42.66	$43.50	$44.38	$45.28	$46.18	$47.09	$48.04	$49.00
41	$27.96	$28.51	$29.25	$29.89	$30.52	$31.25	$32.05	$32.80	$33.54	$34.27	$35.01	$35.88	$36.73	$37.65	$38.52	$39.31	$39.67	$41.28	$42.10	$42.94	$43.80	$44.68	$45.57	$46.48	$47.42	$48.37	$49.33	$50.32	$51.33
42	$29.25	$29.89	$30.52	$31.25	$32.05	$32.80	$33.54	$34.27	$35.01	$35.88	$36.73	$37.65	$38.45	$39.34	$40.21	$41.03	$41.42	$43.10	$43.96	$44.84	$45.74	$46.65	$47.58	$48.53	$49.51	$50.50	$51.52	$52.55	$53.60

School District of Manatee County
12-Month Referendum Hourly, Non-Bargaining Schedule 2024 - 2025

Pay Grade	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
21	$12.24	$12.54	$12.79	$12.95	$13.26	$13.54	$13.72	$13.90	$14.30	$14.55	$14.84	$15.06	$15.54	$15.74	$16.08	$16.40	$16.53	$17.54	$17.87	$18.21	$18.55	$18.90	$19.26	$19.63	$20.00	$20.38	$20.77	$21.16	$21.56
22	$12.93	$13.23	$13.52	$13.64	$14.01	$14.30	$14.52	$14.69	$15.08	$15.37	$15.67	$15.89	$16.40	$16.63	$16.97	$17.31	$17.49	$18.53	$18.88	$19.24	$19.60	$19.97	$20.36	$20.75	$21.13	$21.54	$21.95	$22.37	$22.80
23	$13.62	$13.89	$14.17	$14.40	$14.70	$15.00	$15.30	$15.52	$15.97	$16.28	$16.60	$16.90	$17.30	$17.63	$17.92	$18.29	$18.44	$19.50	$19.87	$20.25	$20.64	$21.03	$21.43	$21.84	$22.26	$22.68	$23.11	$23.56	$24.01
24	$14.17	$14.40	$14.70	$15.00	$15.30	$15.52	$15.97	$16.28	$16.60	$16.90	$17.30	$17.63	$17.93	$18.42	$18.83	$19.18	$19.36	$20.48	$20.88	$21.27	$21.68	$22.09	$22.51	$22.94	$23.37	$23.82	$24.28	$24.74	$25.21
25	$14.70	$15.00	$15.30	$15.52	$15.97	$16.28	$16.60	$16.90	$17.30	$17.63	$17.93	$18.42	$18.75	$19.18	$19.62	$19.99	$20.18	$21.29	$21.71	$22.12	$22.53	$22.97	$23.40	$23.86	$24.32	$24.78	$25.26	$25.75	$26.25
26	$15.30	$15.52	$15.97	$16.28	$16.60	$16.90	$17.30	$17.63	$17.93	$18.42	$18.75	$19.18	$19.51	$20.00	$20.45	$20.86	$21.05	$22.20	$22.61	$23.05	$23.49	$23.94	$24.40	$24.87	$25.34	$25.83	$26.33	$26.83	$27.35
27	$15.97	$16.28	$16.60	$16.90	$17.30	$17.63	$17.93	$18.42	$18.75	$19.18	$19.51	$20.00	$20.46	$20.88	$21.30	$21.75	$21.92	$23.11	$23.56	$24.01	$24.47	$24.95	$25.42	$25.91	$26.41	$26.92	$27.43	$27.96	$28.50
28	$16.60	$16.90	$17.30	$17.63	$17.93	$18.42	$18.75	$19.18	$19.51	$20.00	$20.46	$20.88	$21.29	$21.82	$22.30	$22.68	$22.96	$24.14	$24.60	$25.08	$25.56	$26.05	$26.55	$27.06	$27.58	$28.10	$28.64	$29.19	$29.75
29	$17.30	$17.63	$17.93	$18.42	$18.75	$19.18	$19.51	$20.00	$20.46	$20.88	$21.29	$21.82	$22.25	$22.79	$23.26	$23.70	$23.95	$25.15	$25.64	$26.12	$26.63	$27.15	$27.67	$28.20	$28.75	$29.32	$29.89	$30.47	$31.06
30	$17.93	$18.42	$18.75	$19.18	$19.51	$20.00	$20.46	$20.88	$21.29	$21.82	$22.25	$22.79	$23.21	$23.76	$24.24	$24.72	$24.93	$26.16	$26.67	$27.18	$27.71	$28.23	$28.78	$29.35	$29.92	$30.50	$31.09	$31.68	$32.29
31	$18.75	$19.18	$19.51	$20.00	$20.46	$20.88	$21.29	$21.82	$22.25	$22.79	$23.21	$23.76	$24.14	$24.73	$25.28	$25.81	$26.02	$27.31	$27.84	$28.38	$28.92	$29.48	$30.05	$30.63	$31.22	$31.82	$32.45	$33.07	$33.71
32	$19.51	$20.00	$20.46	$20.88	$21.29	$21.82	$22.25	$22.79	$23.21	$23.76	$24.14	$24.73	$25.34	$25.89	$26.49	$27.03	$27.23	$28.57	$29.12	$29.68	$30.25	$30.84	$31.44	$32.05	$32.67	$33.30	$33.95	$34.61	$35.28
33	$20.46	$20.88	$21.29	$21.82	$22.25	$22.79	$23.21	$23.76	$24.14	$24.73	$25.34	$25.89	$26.47	$27.04	$27.65	$28.23	$28.50	$29.82	$30.40	$30.98	$31.58	$32.19	$32.81	$33.46	$34.11	$34.77	$35.45	$36.14	$36.84
34	$21.29	$21.82	$22.25	$22.79	$23.21	$23.76	$24.14	$24.73	$25.34	$25.89	$26.47	$27.04	$27.61	$28.25	$28.90	$29.46	$29.76	$31.11	$31.70	$32.32	$32.95	$33.59	$34.24	$34.90	$35.59	$36.28	$36.99	$37.71	$38.44
35	$22.25	$22.79	$23.21	$23.76	$24.14	$24.73	$25.34	$25.89	$26.47	$27.04	$27.61	$28.25	$28.96	$29.51	$30.18	$30.75	$31.03	$32.48	$33.11	$33.74	$34.39	$35.06	$35.74	$36.43	$37.14	$37.86	$38.60	$39.36	$40.13
36	$23.21	$23.76	$24.14	$24.73	$25.34	$25.89	$26.47	$27.04	$27.61	$28.25	$28.96	$29.51	$30.25	$30.89	$31.58	$32.18	$32.50	$33.90	$34.55	$35.22	$35.90	$36.61	$37.32	$38.05	$38.79	$39.55	$40.31	$41.10	$41.90
37	$24.14	$24.73	$25.34	$25.89	$26.47	$27.04	$27.61	$28.25	$28.96	$29.51	$30.25	$30.89	$31.52	$32.25	$33.00	$33.63	$33.95	$35.40	$36.10	$36.79	$37.52	$38.24	$38.98	$39.74	$40.51	$41.30	$42.12	$42.93	$43.77
38	$25.34	$25.89	$26.47	$27.04	$27.61	$28.25	$28.96	$29.51	$30.25	$30.89	$31.52	$32.25	$33.05	$33.80	$34.54	$35.21	$35.55	$37.02	$37.73	$38.46	$39.22	$39.97	$40.77	$41.57	$42.37	$43.20	$44.04	$44.91	$45.79
39	$26.47	$27.04	$27.61	$28.25	$28.96	$29.51	$30.25	$30.89	$31.52	$32.25	$33.05	$33.80	$34.54	$35.27	$36.04	$36.74	$37.09	$38.68	$39.43	$40.20	$40.98	$41.78	$42.60	$43.43	$44.29	$45.16	$46.03	$46.94	$47.86
40	$27.61	$28.25	$28.96	$29.51	$30.25	$30.89	$31.52	$32.25	$33.05	$33.80	$34.54	$35.27	$36.01	$36.88	$37.73	$38.44	$38.86	$40.40	$41.19	$41.99	$42.82	$43.66	$44.50	$45.38	$46.28	$47.18	$48.09	$49.04	$50.00
41	$28.96	$29.51	$30.25	$30.89	$31.52	$32.25	$33.05	$33.80	$34.54	$35.27	$36.01	$36.88	$37.73	$38.65	$39.52	$40.31	$40.67	$42.28	$43.10	$43.94	$44.80	$45.68	$46.57	$47.48	$48.42	$49.37	$50.33	$51.32	$52.33
42	$30.25	$30.89	$31.52	$32.25	$33.05	$33.80	$34.54	$35.27	$36.01	$36.88	$37.73	$38.65	$39.45	$40.34	$41.21	$42.03	$42.42	$44.10	$44.96	$45.84	$46.74	$47.65	$48.58	$49.53	$50.51	$51.50	$52.52	$53.55	$54.60

School District of Manatee County
10, 10.5, and 11-Month Hourly, Non-Bargaining Schedule 2024-2025

Pay Grade	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
54	$13.08	$13.30	$13.59	$13.90	$14.21	$14.42	$14.85	$15.17	$15.45	$15.77	$16.18	$16.48	$16.79	$17.29	$17.69	$18.04	$18.19	$19.34	$19.73	$20.11	$20.52	$20.93	$21.35	$21.78	$22.21	$22.65	$23.10	$23.56
55	$13.59	$13.90	$14.21	$14.42	$14.85	$15.17	$15.45	$15.77	$16.18	$16.48	$16.79	$17.29	$17.61	$18.02	$18.48	$18.83	$19.02	$20.12	$20.53	$20.93	$21.36	$21.79	$22.22	$22.66	$23.11	$23.58	$24.06	$24.54
56	$14.21	$14.42	$14.85	$15.17	$15.45	$15.77	$16.18	$16.48	$16.79	$17.29	$17.61	$18.02	$18.39	$18.84	$19.29	$19.72	$19.90	$21.02	$21.45	$21.88	$22.32	$22.77	$23.23	$23.68	$24.16	$24.65	$25.14	$25.64
57	$14.85	$15.17	$15.45	$15.77	$16.18	$16.48	$16.79	$17.29	$17.61	$18.02	$18.39	$18.84	$19.32	$19.73	$20.15	$20.57	$20.77	$21.94	$22.37	$22.83	$23.29	$23.75	$24.23	$24.71	$25.21	$25.71	$26.23	$26.75
58	$15.45	$15.77	$16.18	$16.48	$16.79	$17.29	$17.61	$18.02	$18.39	$18.84	$19.32	$19.73	$20.13	$20.67	$21.14	$21.52	$21.79	$22.96	$23.42	$23.89	$24.37	$24.86	$25.36	$25.86	$26.38	$26.91	$27.45	$28.00
59	$16.18	$16.48	$16.79	$17.29	$17.61	$18.02	$18.39	$18.84	$19.32	$19.73	$20.13	$20.67	$21.08	$21.59	$22.07	$22.51	$22.76	$23.99	$24.46	$24.95	$25.46	$25.97	$26.48	$27.01	$27.55	$28.10	$28.66	$29.23
60	$16.79	$17.29	$17.61	$18.02	$18.39	$18.84	$19.32	$19.73	$20.13	$20.67	$21.08	$21.59	$22.03	$22.58	$23.03	$23.54	$23.74	$24.97	$25.47	$25.98	$26.49	$27.02	$27.56	$28.11	$28.67	$29.23	$29.81	$30.41
61	$17.61	$18.02	$18.39	$18.84	$19.32	$19.73	$20.13	$20.67	$21.08	$21.59	$22.03	$22.58	$22.96	$23.55	$24.09	$24.61	$24.82	$26.09	$26.61	$27.13	$27.68	$28.23	$28.80	$29.39	$29.97	$30.57	$31.18	$31.80
62	$18.39	$18.84	$19.32	$19.73	$20.13	$20.67	$21.08	$21.59	$22.03	$22.58	$22.96	$23.55	$24.15	$24.70	$25.30	$25.83	$26.04	$27.36	$27.90	$28.46	$29.03	$29.61	$30.20	$30.80	$31.43	$32.05	$32.69	$33.34
63	$19.13	$19.59	$20.08	$20.51	$20.94	$21.49	$21.92	$22.46	$22.91	$23.48	$23.89	$24.48	$25.12	$25.68	$26.31	$26.60	$27.85	$28.45	$29.02	$29.60	$30.19	$30.79	$31.40	$32.03	$32.67	$33.32	$33.99	$34.67
64	$19.88	$20.39	$20.89	$21.33	$21.79	$22.35	$22.80	$23.38	$23.84	$24.42	$24.84	$25.47	$26.13	$26.40	$27.37	$27.66	$28.97	$29.59	$30.18	$30.83	$31.43	$32.05	$32.69	$33.34	$34.01	$34.69	$35.38	$36.09
65	$20.57	$20.99	$21.73	$22.17	$22.65	$23.25	$23.70	$24.31	$24.79	$25.40	$25.83	$26.48	$27.17	$27.46	$28.46	$28.77	$30.13	$30.77	$31.39	$32.06	$32.67	$33.32	$33.99	$34.67	$35.36	$36.07	$36.79	$37.53
68	$23.27	$23.85	$24.44	$24.95	$25.48	$26.15	$26.67	$27.33	$27.88	$28.56	$29.05	$29.79	$30.56	$31.25	$32.01	$32.68	$32.95	$34.61	$35.30	$36.01	$36.73	$37.46	$38.21	$38.97	$39.76	$40.56	$41.36	$42.19

School District of Manatee County
10, 10.5, and 11-Month Referendum Hourly, Non-Bargaining Schedule 2024-2025

Pay Grade	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
54	$14.08	$14.30	$14.59	$14.90	$15.21	$15.42	$15.85	$16.17	$16.45	$16.77	$17.18	$17.48	$17.79	$18.29	$18.69	$19.04	$19.19	$20.34	$20.73	$21.11	$21.52	$21.93	$22.35	$22.78	$23.21	$23.65	$24.10	$24.56
55	$14.59	$14.90	$15.21	$15.42	$15.85	$16.17	$16.45	$16.77	$17.18	$17.48	$17.79	$18.29	$18.61	$19.02	$19.48	$19.83	$20.02	$21.12	$21.53	$21.93	$22.36	$22.79	$23.22	$23.66	$24.11	$24.58	$25.06	$25.54
56	$15.21	$15.42	$15.85	$16.17	$16.45	$16.77	$17.18	$17.48	$17.79	$18.29	$18.61	$19.02	$19.39	$19.84	$20.29	$20.72	$20.90	$22.02	$22.45	$22.88	$23.32	$23.77	$24.23	$24.68	$25.16	$25.65	$26.14	$26.64
57	$15.85	$16.17	$16.45	$16.77	$17.18	$17.48	$17.79	$18.29	$18.61	$19.02	$19.39	$19.84	$20.32	$20.73	$21.15	$21.57	$21.77	$22.94	$23.37	$23.83	$24.29	$24.75	$25.23	$25.71	$26.21	$26.71	$27.23	$27.75
58	$16.45	$16.77	$17.18	$17.48	$17.79	$18.29	$18.61	$19.02	$19.39	$19.84	$20.32	$20.73	$21.13	$21.67	$22.14	$22.52	$22.79	$23.96	$24.42	$24.89	$25.37	$25.86	$26.36	$26.86	$27.38	$27.91	$28.45	$29.00
59	$17.18	$17.48	$17.79	$18.29	$18.61	$19.02	$19.39	$19.84	$20.32	$20.73	$21.13	$21.67	$22.08	$22.59	$23.07	$23.51	$23.76	$24.99	$25.46	$25.95	$26.46	$26.97	$27.48	$28.01	$28.55	$29.10	$29.66	$30.23
60	$17.79	$18.29	$18.61	$19.02	$19.39	$19.84	$20.32	$20.73	$21.13	$21.67	$22.08	$22.59	$23.03	$23.58	$24.03	$24.54	$24.74	$25.97	$26.47	$26.98	$27.49	$28.02	$28.56	$29.11	$29.67	$30.23	$30.81	$31.41
61	$18.61	$19.02	$19.39	$19.84	$20.32	$20.73	$21.13	$21.67	$22.08	$22.59	$23.03	$23.58	$23.96	$24.55	$25.09	$25.61	$25.82	$27.09	$27.61	$28.13	$28.68	$29.23	$29.80	$30.39	$30.97	$31.57	$32.18	$32.80
62	$19.39	$19.84	$20.32	$20.73	$21.13	$21.67	$22.08	$22.59	$23.03	$23.58	$23.96	$24.55	$25.15	$25.70	$26.30	$26.83	$27.04	$28.36	$28.90	$29.46	$30.03	$30.61	$31.20	$31.80	$32.43	$33.05	$33.69	$34.34
63	$20.13	$20.59	$21.08	$21.51	$21.94	$22.49	$22.92	$23.46	$23.91	$24.48	$24.89	$25.48	$26.12	$26.68	$27.31	$27.60	$28.85	$29.45	$30.02	$30.60	$31.19	$31.79	$32.40	$33.03	$33.67	$34.32	$34.99	$35.67
64	$20.88	$21.39	$21.89	$22.33	$22.79	$23.35	$23.80	$24.38	$24.84	$25.42	$25.84	$26.47	$27.13	$27.40	$28.37	$28.66	$29.97	$30.59	$31.18	$31.83	$32.43	$33.05	$33.69	$34.34	$35.01	$35.69	$36.38	$37.09
65	$21.57	$21.99	$22.73	$23.17	$23.65	$24.25	$24.70	$25.31	$25.79	$26.40	$26.83	$27.48	$28.17	$28.46	$29.46	$29.77	$31.13	$31.77	$32.39	$33.06	$33.67	$34.32	$34.99	$35.67	$36.36	$37.07	$37.79	$38.53
68	$24.27	$24.85	$25.44	$25.95	$26.48	$27.15	$27.67	$28.33	$28.88	$29.56	$30.05	$30.79	$31.56	$32.25	$33.01	$33.68	$33.95	$35.61	$36.30	$37.01	$37.73	$38.46	$39.21	$39.97	$40.76	$41.56	$42.36	$43.19

Paraprofessional Salary Schedules 2024-2025 School Year

Grade:	PL1-R	
Position:	Parent Liaison 1, Behavior Technician 1	
Days/Hrs:	196 Days	7.75 Hrs/Day
Step	Annual	Hourly
1	$24,456	$16.10
2	$24,532	$16.15
3	$24,608	$16.20
4	$25,231	$16.61
5	$25,626	$16.87
6	$26,051	$17.15
7	$26,476	$17.43
8	$27,023	$17.79
9	$27,448	$18.07
10	$27,904	$18.37
11	$28,557	$18.80
12	$28,998	$19.09
13	$29,621	$19.50
14	$30,076	$19.80
15	$30,714	$20.22
16	$31,383	$20.66
17	$31,945	$21.03
18	$32,522	$21.41
19	$32,856	$21.63
20	$33,084	$21.78
21	$36,183	$23.82
22	$37,291	$24.55
23	$38,004	$25.02
24	$38,731	$25.50
25	$39,472	$25.99
26	$40,228	$26.48
27	$40,999	$26.99
28	$41,785	$27.51
29	$42,588	$28.04
30	$43,406	$28.58
31	$44,241	$29.12
32	$45,092	$29.69
33	$45,961	$30.26
34	$46,846	$30.84
35	$47,750	$31.44

Grade:	PL2-R	
Position:	Parent Liaison 2, Behavior Technician 2	
Days/Hrs:	196 Days	7.75 Hrs/Day
Step	Annual	Hourly
1	$30,714	$20.22
2	$31,383	$20.66
3	$31,945	$21.03
4	$32,507	$21.40
5	$33,221	$21.87
6	$33,798	$22.25
7	$34,527	$22.73
8	$35,727	$23.52
9	$35,864	$23.61
10	$36,380	$23.95
11	$37,216	$24.50
12	$38,021	$25.03
13	$38,810	$25.55
14	$39,570	$26.05
15	$40,360	$26.57
16	$41,150	$27.09
17	$42,046	$27.68
18	$42,897	$28.24
19	$43,276	$28.49
20	$43,671	$28.75
21	$47,560	$31.31
22	$48,669	$32.04
23	$49,580	$32.64
24	$50,507	$33.25
25	$51,449	$33.87
26	$52,421	$34.51
27	$53,408	$35.16
28	$54,411	$35.82
29	$55,428	$36.49
30	$56,476	$37.18
31	$57,540	$37.88
32	$58,633	$38.60
33	$59,742	$39.33
34	$60,897	$40.09
35	$62,081	$40.87

Grade:	PP6-R	
Positions:	Tchr Assistant, Library Assistant, ED. Interpreter 1 & 2, Home Schl Liaison 1 & 2	
Days/Hrs:	196 Days	7.75 Hrs/Day
Step	Annual	Hourly
1	$25,762	$16.96
2	$26,233	$17.27
3	$26,552	$17.48
4	$27,069	$17.82
5	$27,448	$18.07
6	$28,010	$18.44
7	$28,405	$18.70
8	$28,861	$19.00
9	$29,332	$19.31
10	$29,894	$19.68
11	$30,426	$20.03
12	$30,881	$20.33
13	$31,413	$20.68
14	$31,869	$20.98
15	$32,491	$21.39
16	$33,099	$21.79
17	$33,661	$22.16
18	$33,950	$22.35
19	$34,269	$22.56
20	$34,527	$22.73
21	$35,909	$23.64
22	$38,674	$25.46
23	$39,783	$26.19
24	$40,512	$26.67
25	$41,256	$27.16
26	$42,016	$27.66
27	$42,790	$28.17
28	$43,580	$28.69
29	$44,385	$29.22
30	$45,205	$29.76
31	$46,041	$30.31
32	$46,892	$30.87
33	$47,773	$31.45
34	$48,699	$32.06
35	$49,640	$32.68

Grade:	TA6-R	
Position:	Tchr Aide	
Days/Hrs:	195 Days	7.25 Hrs/Day
Step	Annual	Hourly
1	$22,761	$16.10
2	$22,832	$16.15
3	$22,903	$16.20
4	$22,973	$16.25
5	$23,044	$16.30
6	$23,115	$16.35
7	$23,186	$16.40
8	$23,256	$16.45
9	$23,327	$16.50
10	$23,398	$16.55
11	$23,694	$16.76
12	$24,175	$17.10
13	$24,628	$17.42
14	$24,981	$17.67
15	$25,363	$17.94
16	$26,098	$18.46
17	$26,395	$18.67
18	$26,706	$18.89
19	$26,904	$19.03
20	$27,144	$19.20
21	$28,416	$20.10
22	$30,466	$21.55
23	$31,498	$22.28
24	$32,064	$22.68
25	$32,643	$23.09
26	$33,237	$23.51
27	$33,845	$23.94
28	$34,467	$24.38
29	$35,103	$24.83
30	$35,740	$25.28
31	$36,390	$25.74
32	$37,054	$26.21
33	$37,733	$26.69
34	$38,454	$27.20
35	$39,192	$27.72

Grade:	TA6-R ESE	
Position:	Tchr Aide, ESE	
Days/Hrs:	195 Days	7.25 Hrs/Day
Step	Annual	Hourly
1	$23,115	$16.35
2	$23,186	$16.40
3	$23,256	$16.45
4	$23,327	$16.50
5	$23,398	$16.55
6	$23,468	$16.60
7	$23,539	$16.65
8	$23,610	$16.70
9	$23,680	$16.75
10	$23,751	$16.80
11	$24,048	$17.01
12	$24,529	$17.35
13	$24,981	$17.67
14	$25,334	$17.92
15	$25,716	$18.19
16	$26,451	$18.71
17	$26,748	$18.92
18	$27,059	$19.14
19	$27,257	$19.28
20	$27,497	$19.45
21	$28,770	$20.35
22	$30,820	$21.80
23	$31,852	$22.53
24	$32,417	$22.93
25	$32,997	$23.34
26	$33,591	$23.76
27	$34,199	$24.19
28	$34,821	$24.63
29	$35,457	$25.08
30	$36,093	$25.53
31	$36,743	$25.99
32	$37,408	$26.46
33	$38,086	$26.94
34	$38,807	$27.45
35	$39,545	$27.97

Please note that the figures herein include the 15-minute time adjustment initiated in 2018-2019, but they do not include the referendum supplement, which carries a value of $3,598 for 2024-2025

School District of Manatee County

2024-2025 AFSCME Salary Schedule (includes $1.00 referendum from 2018-19, $1.00 referendum added for 2023-24)

Grade	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37
12B-R	$ 13.55	$ 13.76	$ 13.92	$ 14.30	$ 14.55	$ 14.85	$ 15.16	$ 16.54	$ 16.73	$ 17.07	$ 17.21	$ 17.39	$ 18.20	$ 18.56	$ 19.06	$ 19.39	$ 19.75	$ 20.13	$ 20.51	$ 20.88	$ 21.25	$ 21.64	$ 22.05	$ 22.47	$ 22.90	$ 23.35	$ 23.82	$ 24.30	$ 24.79
13B-R	$ 14.26	$ 14.54	$ 14.73	$ 15.17	$ 16.46	$ 16.73	$ 17.03	$ 17.39	$ 17.67	$ 17.99	$ 18.16	$ 18.31	$ 19.12	$ 19.49	$ 20.01	$ 20.36	$ 20.74	$ 21.14	$ 21.54	$ 21.93	$ 22.33	$ 22.73	$ 23.16	$ 23.60	$ 24.05	$ 24.53	$ 25.02	$ 25.52	$ 26.03
17B-R	$ 19.85	$ 21.18	$ 21.62	$ 21.89	$ 22.33	$ 20.18	$ 23.06	$ 23.51	$ 23.89	$ 24.28	$ 24.48	$ 24.68	$ 25.55	$ 26.02	$ 26.63	$ 27.05	$ 27.51	$ 27.96	$ 28.44	$ 28.89	$ 29.36	$ 29.84	$ 30.35	$ 30.87	$ 31.40	$ 31.96	$ 32.53	$ 33.18	$ 33.84
23B-R	$ 14.23	$ 14.51	$ 14.70	$ 15.16	$ 16.42	$ 16.70	$ 17.00	$ 17.36	$ 17.63	$ 17.96	$ 18.13	$ 18.28	$ 19.09	$ 19.45	$ 19.97	$ 20.32	$ 20.70	$ 21.10	$ 21.49	$ 21.87	$ 22.26	$ 22.67	$ 23.10	$ 23.54	$ 23.99	$ 24.47	$ 24.95	$ 25.45	$ 25.96
24B-R	$ 14.70	$ 15.16	$ 16.42	$ 16.70	$ 17.00	$ 17.36	$ 17.63	$ 17.97	$ 18.41	$ 18.80	$ 18.98	$ 19.11	$ 19.98	$ 20.38	$ 20.93	$ 21.30	$ 21.70	$ 22.12	$ 22.54	$ 22.95	$ 23.37	$ 23.79	$ 24.24	$ 24.70	$ 25.17	$ 25.67	$ 26.18	$ 26.70	$ 27.23
25B-R	$ 16.42	$ 16.70	$ 17.00	$ 17.36	$ 17.63	$ 17.97	$ 18.41	$ 18.68	$ 19.13	$ 19.53	$ 19.68	$ 19.87	$ 20.71	$ 21.14	$ 21.70	$ 22.10	$ 22.51	$ 22.95	$ 23.38	$ 23.80	$ 24.23	$ 24.67	$ 25.14	$ 25.62	$ 26.11	$ 26.63	$ 27.16	$ 27.70	$ 28.25
26B-R	$ 17.00	$ 17.36	$ 17.63	$ 17.97	$ 18.41	$ 18.68	$ 19.13	$ 19.44	$ 19.88	$ 20.31	$ 20.49	$ 20.68	$ 21.55	$ 21.99	$ 22.57	$ 22.99	$ 23.42	$ 23.86	$ 24.32	$ 24.76	$ 25.21	$ 25.67	$ 26.16	$ 26.66	$ 27.17	$ 27.71	$ 28.26	$ 28.83	$ 29.41
27B-R	$ 17.63	$ 17.97	$ 18.41	$ 18.68	$ 19.13	$ 19.44	$ 19.88	$ 20.32	$ 20.70	$ 21.10	$ 21.30	$ 21.51	$ 22.39	$ 22.85	$ 23.47	$ 23.91	$ 24.36	$ 24.82	$ 25.30	$ 25.76	$ 26.23	$ 26.71	$ 27.22	$ 27.74	$ 28.27	$ 28.83	$ 29.41	$ 30.00	$ 30.60
28B-R	$ 18.41	$ 18.68	$ 19.13	$ 19.44	$ 19.88	$ 20.32	$ 20.70	$ 21.09	$ 21.58	$ 22.03	$ 22.20	$ 22.44	$ 23.31	$ 23.82	$ 24.48	$ 24.93	$ 25.40	$ 25.88	$ 26.38	$ 26.86	$ 27.35	$ 27.86	$ 28.39	$ 28.93	$ 29.49	$ 30.08	$ 30.67	$ 31.28	$ 31.91
29B-R	$ 19.13	$ 19.44	$ 19.88	$ 20.32	$ 20.70	$ 21.09	$ 21.58	$ 22.00	$ 22.47	$ 22.94	$ 23.12	$ 23.35	$ 24.22	$ 24.76	$ 25.43	$ 25.90	$ 26.39	$ 26.89	$ 27.41	$ 27.91	$ 28.43	$ 28.95	$ 29.51	$ 30.08	$ 30.66	$ 31.27	$ 31.89	$ 32.53	$ 33.18
30B-R	$ 19.88	$ 20.32	$ 20.70	$ 21.09	$ 21.58	$ 22.00	$ 22.47	$ 22.88	$ 23.38	$ 23.83	$ 24.08	$ 24.25	$ 25.20	$ 25.71	$ 26.42	$ 26.91	$ 27.42	$ 27.95	$ 28.48	$ 29.00	$ 29.54	$ 30.08	$ 30.66	$ 31.25	$ 31.85	$ 32.48	$ 33.13	$ 33.79	$ 34.47
31B-R	$ 20.70	$ 21.09	$ 21.58	$ 22.00	$ 22.47	$ 22.88	$ 23.38	$ 23.74	$ 24.30	$ 24.81	$ 25.08	$ 25.26	$ 26.24	$ 26.76	$ 27.50	$ 28.01	$ 28.55	$ 29.10	$ 29.65	$ 30.20	$ 30.76	$ 31.33	$ 31.93	$ 32.55	$ 33.18	$ 33.84	$ 34.51	$ 35.20	$ 35.90
32B-R	$ 21.58	$ 22.00	$ 22.47	$ 22.88	$ 23.38	$ 23.74	$ 24.30	$ 24.87	$ 25.41	$ 25.94	$ 26.17	$ 26.42	$ 27.36	$ 27.95	$ 28.72	$ 29.26	$ 29.81	$ 30.39	$ 30.98	$ 31.55	$ 32.14	$ 32.74	$ 33.37	$ 34.01	$ 34.67	$ 35.36	$ 36.06	$ 36.78	$ 37.52
33B-R	$ 22.59	$ 23.02	$ 23.52	$ 23.89	$ 24.44	$ 25.00	$ 25.53	$ 26.07	$ 26.60	$ 27.18	$ 27.47	$ 27.73	$ 28.96	$ 30.43	$ 31.28	$ 31.86	$ 32.48	$ 33.11	$ 33.74	$ 34.37	$ 35.01	$ 35.67	$ 36.36	$ 37.06	$ 37.78	$ 38.53	$ 39.30	$ 40.09	$ 40.89
34B-R	$ 22.70	$ 23.09	$ 23.58	$ 24.00	$ 24.47	$ 24.88	$ 25.38	$ 25.74	$ 26.30	$ 26.81	$ 27.08	$ 27.26	$ 28.24	$ 28.76	$ 29.50	$ 30.01	$ 30.55	$ 31.10	$ 31.65	$ 32.20	$ 32.76	$ 33.33	$ 33.93	$ 34.55	$ 35.18	$ 35.84	$ 36.51	$ 37.24	$ 37.98
35B-R	$ 23.65	$ 24.06	$ 24.55	$ 24.95	$ 25.46	$ 25.94	$ 26.46	$ 26.91	$ 27.45	$ 28.00	$ 28.28	$ 28.50	$ 29.60	$ 30.60	$ 31.39	$ 31.94	$ 32.52	$ 33.11	$ 33.70	$ 34.29	$ 34.89	$ 35.50	$ 36.15	$ 36.81	$ 37.48	$ 38.19	$ 38.91	$ 39.68	$ 40.47
36B-R	$ 24.59	$ 25.02	$ 25.52	$ 25.89	$ 26.44	$ 27.00	$ 27.53	$ 28.07	$ 28.60	$ 29.18	$ 29.47	$ 29.73	$ 30.96	$ 32.43	$ 33.28	$ 33.86	$ 34.48	$ 35.11	$ 35.74	$ 36.37	$ 37.01	$ 37.67	$ 38.36	$ 39.06	$ 39.78	$ 40.53	$ 41.30	$ 42.13	$ 42.97

School District of Manatee County
12-Month Principals and Assistant Principals
2024-2025

Principals Grandfathered Schedule (246 days)

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17
P01	$ 91,754	$ 93,627	$ 95,496	$ 97,410	$ 99,358	$101,345	$ 103,372	$105,440	$107,546	$109,699	$111,893	$114,130	$116,413	$118,742	$121,119	$124,776	$127,271
P02	$ 96,343	$ 98,310	$100,275	$ 102,282	$104,324	$106,411	$ 108,537	$110,705	$112,926	$115,184	$117,487	$119,837	$122,236	$124,677	$127,173	$131,012	$133,632
P03	$ 104,132	$106,259	$108,382	$ 110,548	$112,758	$115,016	$ 117,318	$119,663	$122,055	$124,496	$126,987	$129,527	$132,117	$134,760	$137,452	$141,609	$144,441

Assistant Principals Grandfathered Schedule (240 days)

Pay Grade	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
P04	$ 74,995	$ 76,526	$ 78,058	$ 79,617	$ 81,210	$ 82,835	$ 84,488	$ 86,180	$ 87,906	$ 89,665	$ 91,458	$ 93,286	$ 95,152	$ 97,055	$ 98,993	$101,986	$104,025	$106,106	$108,228	$110,393
P05	$ 78,746	$ 80,353	$ 81,961	$ 83,598	$ 85,269	$ 86,975	$ 88,716	$ 90,490	$ 92,299	$ 94,149	$ 96,032	$ 97,950	$ 99,910	$101,911	$103,944	$107,083	$109,225	$111,409	$113,637	$115,910
P06	$ 85,269	$ 87,009	$ 88,749	$ 90,524	$ 92,334	$ 94,181	$ 96,062	$ 97,984	$ 99,945	$101,944	$103,982	$106,064	$108,183	$110,345	$112,552	$115,953	$118,272	$120,638	$123,051	$125,512

AGENDA ITEM NO. 9.23

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Palma Sola Elementary School - Permanent Florida Power and Light Utility Easement (15' +/-) (No Financial Impact)

Executive Summary
Palma Sola Elementary School is located at 6805 5th Avenue NW, Bradenton, Florida. The School District has undertaken a project that involves replacing the majority of the buildings on this campus. Florida Power and Light (FPL) is the electric service provider in this area, and they require an easement for providing electric service for the replacement school project.

This 15' wide underground utility easement is being provided for the benefit of FPL at Palma Sola Elementary School. This easement will allow FPL access to the site to install and maintain underground power lines at their convenience. There are no improvements other than asphalt and landscaping planned in the area of the easement.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Palma Sola Elementary School - Permanent Florida Power and Light Utility Easement (15 ' +/-) (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Underground Easement

Work Request No. _____

Sec.30,Twp 34S, Rge 17E

Parcel I.D.: 3820200008
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Jeff Keene
Co. Name: Florida Power & Light Company
Address: 700 Universe Boulevard
Juno Beach, Florida 33408

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with electric service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2025.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

Address: 215 Manatee Avenue W., Bradenton, Florida 34205

_____
(Witness' Signature)

Print Name: _____
(Witness)

Address: 215 Manatee Avenue W., Bradenton, Florida 34205

ATTEST:

_____
Kevin Chapman, Interim Superintendent

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

_____
Stephen R. Dye, Esq. Stephen Dye (May 28, 2025 15:53 EDT)
School Board Attorney

Grantor:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By: _____

Print Name: Chad Choate III, Chairman

Print Address: 215 Manatee Avenue W.
Bradenton, Florida 34205

MP
Michael Pendley 05/28/2025

RG
Reginald Goff 05/28/2025

KP
KP 05/29/2025

STATE OF FLORIDA AND COUNTY OF MANATEE. The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] on-line notarization, this _____ day of _____, 2025, by Chad Choate III, the Chairman of the School Board of Manatee County, a public body corporate, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires:

_____
Notary Public, Signature
Print Name _____

EXHIBIT A

\\bgeinc\data\FLA\Projects\McIntyre_Elwell_Strammer\12512-01-Palma_Sola-Elementary_Survey\SV\04_Finals\Drawings\0_0348ElecEsmt1.dwg, 4/21/2025 11:08 AM

DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 23, PAGE 627 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF 5TH AVENUE NORTHWEST; THENCE N88°48'19"W, 709.04 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING; THENCE N88°48'19"W, 101.00 FEET CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE N01°11'41"E, 15.00 FEET DEPARTING SAID NORTHERLY RIGHT OF WAY LINE; THENCE ALONG A LINE, BEING 15.00 FEET NORTHERLY OF AND PARALLEL TO SAID NORTHERLY RIGHT OF WAY LINE, S88°48'19"E, 101.00 FEET; THENCE S01°11'41"W, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0348 ACRE (1,515 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PURPOSE OF THE SKETCH IS TO ILLUSTRATE AN AREA FOR A PROPOSED EASEMENT.
2. THE SKETCH WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
3. THE SKETCH IS NOT A BOUNDARY SURVEY.
4. THE BEARINGS SHOWN HEREON ARE BASED ON NORTHERLY RIGHT OF WAY OF 5TH AVENUE NORTHWEST, AS BEING N88°48'19"W.
5. ALL DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET (GRID).

LEGEND

M.C.P.R.	MANATEE COUNTY PUBLIC RECORDS
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY
RGE.	RANGE
SEC.	SECTION
SQFT.	SQUARE FEET
TWP.	TOWNSHIP

Jim Sullivan

Digitally signed by Jim Sullivan
Date: 2025.04.2 11:12:02-04'00'

JIM SULLIVAN, PSM LS6889
BGE, INC.
401 NORTH CATTLEMEN ROAD, SUITE 206
SARASOTA, FLORIDA 34232
TELEPHONE: (561) 559-2280

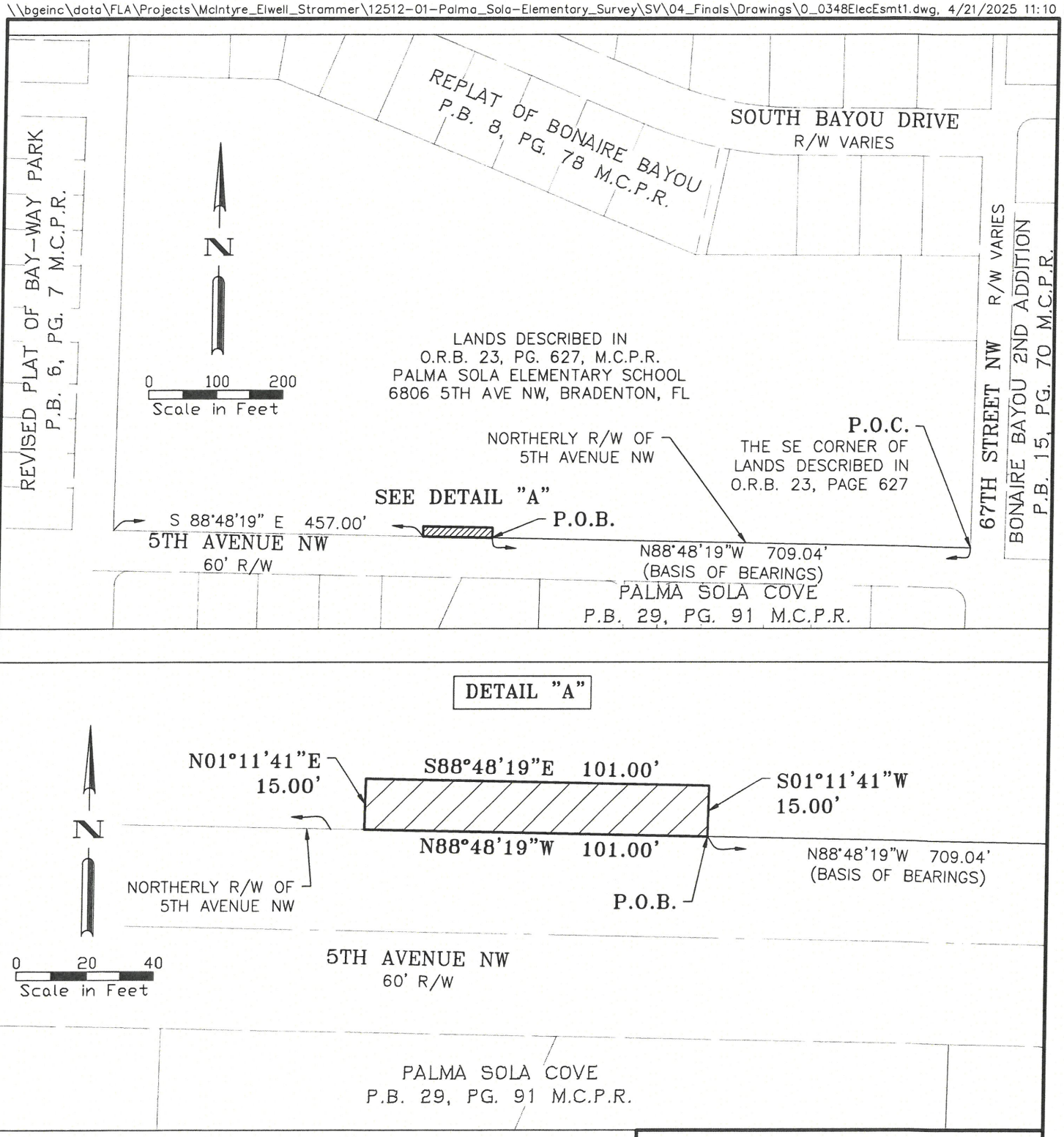
JIM SULLIVAN License Number 6889 STATE OF FLORIDA Professional Surveyor and Mapper

BGE, Inc.
401 North Cattlemen Road, Suite 206, Sarasota, FL 34232
Tel: 941-208-2008 • www.bgeinc.com
Florida Licensed Surveying Firm No. LB8533

Copyright 2025

15.00' UTILITY EASEMENT
PALMA SOLA ELEMENTARY SCHOOL
SEC. 30, TWP. 34S, RGE. 17E
BRADENTON, MANATEE COUNTY, FL

Scale:	Job No.:	Date:	Drawing:
VARIES	12512-01	4/21/25	1 OF 2



BGE, Inc.
401 North Cattlemen Road, Suite 206, Sarasota, FL 34232
Tel: 941-208-2008 • www.bgeinc.com
Florida Licensed Surveying Firm No. LB8533

Copyright 2025

15.00' UTILITY EASEMENT
PALMA SOLA ELEMENTARY SCHOOL
SEC. 30, TWP. 34S, RGE. 17E
BRADENTON, MANATEE COUNTY, FL

Scale:	Job No.:	Date:	Drawing:
VARIES	12512-01	4/21/25	2 OF 2

AGENDA ITEM NO. 9.24

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Rye Ranch Elementary School - Agreement Between Owner and Skanska USA Building, Inc. - Amendment 2 - Guaranteed Maximum Price in the Amount of $44,659,298.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the agreement between Owner and Skanska USA Building, Inc., which authorizes the Guaranteed Maximum Price (GMP) in the amount of $44,659,298.00. The scope of work will consist of the design and construction of a new Elementary School with 969 student stations on an 18.28 acres site located on North Rye Road.

Rye Ranch Elementary School Elementary School Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Rye Ranch Elementary School - Agreement between Owner and Skanska USA Building, Inc. - Amendment 2 - Guaranteed Maximum Price in the amount of $44,659,298.00. (Capital Funds)

Financial Impact
The amount of Amendment 2 is $44,659,298.00. The Guaranteed Maximum Price to date including Amendment 2 is $61,507,765.00 and is included in the total budget of $75,000,000.00. **This project is funded by Capital funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Rye Ranch Elementary Project Summary
Rye Ranch ES Amendment 2 GMP 06.10.25

RYE RANCH ELEMENTARY SCHOOL

PROJECT DIRECTOR: Jerry Varghese

ARCHITECT/ENGINEER:	Harvard Jolly, Inc.	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	Skanska USA Building, Inc.	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	Bureau Vertias North America, Inc.	Currently on the District's Continuing Contracts
PROJECT BUDGET:	$75,000,000.00	
SUBSTANTIAL COMPLETION:	Jul-26	Amendment 2 GMP (6/10/25)
	6/17/2026	Pre-Construction Agreement (12/10/2024)
HISTORY:	New Construction	

SCOPE: The scope of work consists of the design and construction of a new Elementary School with 969 student stations on a 18.28 acres site located in North Rye Road Manatee County.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -		Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,391,850.00	October 8, 2024	Approved	Architectural / Engineering Services
TOTAL	$ 2,391,850.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:				Selected through the Request for Qualifications process
Agreement:	$ 148,467.00	December 10, 2024	Approved	Pre-Construction Services
Amendment 1:	$ 16,700,000.00	February 25, 2025	Approved	Early Procurement Materials
Amendment 2:	$ 44,659,298.00	June 10, 2025	Pending	Guaranteed Maximum Price
TOTAL	$ 61,507,765.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:	$ 282,500.00	March 11, 2025	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 282,500.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:				
TOTAL	$ -			

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 Agreement Between Owner & Construction Manager.

Project Name: Rye Ranch Elementary School
Construction Manager: Skanska USA Building
Construction Manager Address: 400 N. Ashley Drive., Suite 400
Tampa, FL 33602

The work is as follows: The scope of work consists of the construction of a new Elementary School with 969 student stations, on an 18.28 acres site located on North Rye Road, Manatee County, per the drawings provided by PBK, dated April 25,2025.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: July 2026

Amount of Amendment: $44,659,298.00
Previous Amount: $16,848,467.00
New Total Amount of GMP: $61,507,765.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Daniel Abou-Jaoude Name/Title: _____

As Witnessed:

_____ Skanska USA Building
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director
_____, Director
_____, Deputy Superintendent

Interim Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Rye Ranch Elementary School
North Rye Road, Manatee County Florida

Total Project Budget:

Design Services	$ 2,391,850.00
Construction Services	$66,481,345.00
Owner Services	$ 3,426,805.00
FF&E Technology	$ 2,700,000.00
Total Project Budget	$ 75,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	06/12/2025
Date of Substantial Completion	July 2026
Date of Final Completion	August 2026

Architect/Engineer ("AE") Harvard Jolly, Inc.
6000 Cattleridge Drive, Suite 204
Sarasota, FL 34232
s.johnson@harvardjolly.com

Construction Manager ("CM") Skanska USA Building, Inc.
400 N. Ashley Dr., Suite 400
Tampa, FL 33602
Keith.Hendry@skanska.com

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	$	51,658,504.00
General Conditions	$	2,463,110.00
Overhead and Profit (CM Fee)	$	2,283,306.00
Preconstruction	$	148,467.00
Unforeseen Conditions	$	2,066,340.00
Bond	$	2,888,038.00
TOTAL	$	61,507,765.00

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ 2,283,306.00

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ 2,463,110.00

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 38.25% of wages and 38.25% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of .45% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.10% amount or the invoice amount)

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of N/A will be invoiced

monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1:

Safety Awards N/A Performance and Payment Bond (CM) .45%, General Liability Insurance 1.10%,

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: **78959**

Exhibits:

Exhibits "A" through "F" and Proposal are attached for reference.

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Rye Ranch Elementary School** Date: **5/21/2025**

Contractor: **Skanska USA Building, Inc.**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
SURVEYING	$42,000	
FINAL SURVEYING	$35,000	
TEMPORARY LABOR	$207,360	
FINAL CLEAN	$215,000	
MATERIAL TESTING	$85,000	
DUMPSTER RENTAL AND DISPOSAL FEES	$155,880	
SMALL TOOLS	$48,000	
EQUIPMENT RENTAL, SITE ACCESS SERVICE	$77,500	
ENVIRONMENTAL MAINTENANCE (SITE DUST SWEEP)	$80,000	
FORKLIFT	$36,000	
PORTOLETS AND HAND WASH STATIONS	$59,200	
TRAILER HOLDING TANK	$8,000	
TEMPORARY FENCE	$120,000	
SECURITY & MONITORING SERVICES	$68,800	
FIELD GENERAL REQUIREMENTS	$583,134	
CAST IN PLACE CONCRETE	$2,564,616	
MASONRY	$4,193,410	
STEEL	$2,860,149	
CARPENTRY	$158,247	
CABINETS	$770,322	
JOINT SEALANTS / WATERPROOFING	$313,540	
ROOFING	$1,448,191	
METAL WALL PANELS	$98,700	
FIREPROOFING	$400,156	
DOORS, FRAMES, HARDWARE	$955,557	
GLASS, STOREFRONT, WINDOWS	$1,428,200	
OVERHEAD DOORS	$142,080	
DRYWALL / STUCCO	$2,519,180	
ACOUSTICAL CEILINGS	$785,400	
FINISH FLOORING	$1,537,192	
PAINTING	$428,452	
SPECIALTIES	$475,335	
SIGNAGE	$109,003	
CANOPIES	$351,724	
FOOD SERVICE EQUIPMENT	$894,269	
OUTDOOR ATHLETIC EQUIPMENT	$114,700	
STAGE CURTAINS	$86,946	
WINDOW TREATMENTS	$63,130	
METAL BUILDINGS	$318,058	
FABRIC SHADE STRUCTURES	$58,315	
ELEVATORS	$152,500	
FIRE PROTECTION SYSTEM	$568,305	
PLUMBING	$3,251,768	
HVAC	$7,555,500	
ELECTRICAL AND LOW VOLTAGE SYSTEMS	$7,246,575	
SITEWORK	$5,197,620	
LANDSCAPE AND IRRIGATION	$551,121	
FENCES AND GATES	$333,300	
VERTICAL SUNSHADES (ALLOWANCE)	$200,000	
PLAYGROUND EQUIPMENT (ALLOWANCE)	$375,619	
ART EQUIPMENT / KILNS (ALLOWANCE)	$25,250	
LAB EQUIPMENT (ALLOWANCE)	$20,200	
PRIMARY CONDUIT INSTALL (ALLOWANCE)	$125,000	
DAS SYSTEM (ALLOWANCE)	$390,000	
INTERCOM SYSTEM (ALLOWANCE)	$300,000	
CABLE TRAY (ALLOWANCE)	$45,000	
CLOCK SYSTEM (ALLOWANCE)	$275,000	
DEWATERING / DRAINAGE CONTROL (ALLOWANCE)	$100,000	
RIGHT OF WAY AND PUBLIC STREET RESTORATION (ALLOWANCE)	$50,000	
		$ 51,658,504

General Conditions:			
GENERAL CONDITIONS - LABOR	$2,121,220		
OFFICE GENERAL REQUIREMENTS	$341,890		
		$	2,463,110
Overhead & Profit (Overall Project)			
CM FEE	$2,283,306		
		$	2,283,306
Pre-Construction Expenses			
PRECONSTRUCTION	$148,467		
		$	148,467
Unforseseen Conditions:			
UNFORESEEN CONDITIONS FUNDS	$1,549,755		
ESCALATION CONTINGENCY	$516,585		
		$	2,066,340
Bond and Insurances:			
BUILDERS RISK INSURANCE (ALLOWANCE)	$1,288,937		
GENERAL LIABILITY INSURANCE	$676,585		
BOND	$276,785		
SUBCONTRACTOR DEFAULT INSURANCE	$645,731		
		$	2,888,038
GMP TOTAL		**$**	**61,507,765**
PRECONSTRUCTION		$	148,467
Early Release Packages		$	16,700,000
Amendment 2 Amount		**$**	**44,659,298**

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____

Owner: School District of Manatee County Request #: _____

Department of Construction Services Period ending: _____

Project Director: _____

Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director: _____ Date: _____

By DCS Director: _____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Daniel Abou-Jaoude	Account Manager	6.4%
Keith Hendry	Project Exec	24.0%
Rob Culpepper	Senior PM	100.0%
Angelica Rodriguez	Assistant Project Manager	100.0%
Andres Dos Santos	Scheduler	13.5%
Dean Allmon	Senior Project Superintendent	90.0%
Jason McGillis	Asst Superintendent	100.0%
Daimon Perez	EHS (Safety)	20.0%
Jason McGillis	Project Engineer	100.0%
Deana Mejia	Analytics	5.8%
Stephanie Davies, Toiaya Crawford, Linda Miller	Project Administrator	50.0%
Daniel Ash	John Norris	23.1%

(Percentage of time over the full job duration)

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Jerry Varghese
SBMC Project Assistant	Laura Bartels
Architect	Harvard Jolly, Inc.
Consulting Engineers	Stantec (Civil Engineering)
Structural Engineer	Select Structural
Mechanical Engineer	OCI - CMTA
Electrical Engineer	OCI - CMTA
Construction Manager	Skanska USA Building Inc.
SBMC Instructional Member	TBA
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

THE SCOPE OF WORK consists of the design and construction of a new Elementary School containing 969 student stations on a 22.8 acres site located on South Side Buckeye Road Manatee County.

Exhibit A

Guaranteed Maximum Price Proposal

Rye Ranch Elementary School

SKANSKA

Skanska USA Building, Inc.

Submitted May 21, 2025, Revision 2



Department of Construction Services



Section 1
Cover Sheet

May 21, 2025

Mr. Reginald L. Goff, Sr.
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Re: At Risk Construction Managements - Guaranteed Maximum Price, Revision 2 (R2)
New Construction of Rye Ranch Elementary School

Dear Mr. Goff,

We are pleased to provide a final phased GMP Proposal for the new construction of Rye Ranch Elementary School. Our total phased GMP Proposal is $61,507,765. Preconstruction Services and an Early GMP Proposal, Amendment 1, totaling $16,848,467 has been previously approved by the School Board of Manatee County. As such, the adjusted net balance for the Amendment 2 final phased GMP is $44,659,298.

The Schedule of Values is in Section 5. The Qualifications and Clarifications are in Section 6.

This GMP Proposal is based on the approved Harvard Jolly/PBK Permit Documents dated March 20, 2025, including Addendum 1 through 4, and closed PRE - RFI's as indicated in Section 12.

The GMP Proposal schedule includes a Final GMP Notice to Proceed date of June 12, 2025, a Substantial Completion date of July 15, 2026, and Final Completion date of September 11, 2026.

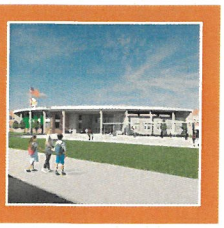
Please do not hesitate to contact any member of our team should you have any questions.

Sincerely,

Keith Hendry
Project Executive



Schedule of Values			
Division	**DESCRIPTION**	**PROPOSED COST**	**COMMENTS**
01	SURVEYING	$42,000	-
01	FINAL SURVEYING	$35,000	-
01	TEMPORARY LABOR	$207,360	-
01	FINAL CLEAN	$215,000	-
01	MATERIAL TESTING	$85,000	-
01	DUMPSTER RENTAL AND DISPOSAL FEES	$155,880	-
01	SMALL TOOLS	$48,000	-
01	EQUIPMENT RENTAL, SITE ACCESS SERVICE	$77,500	-
01	ENVIRONMENTAL MAINTENANCE (SITE DUST SWEEP)	$80,000	-
01	FORKLIFT	$36,000	-
01	PORTOLETS AND HAND WASH STATIONS	$59,200	-
01	TRAILER HOLDING TANK	$8,000	-
01	TEMPORARY FENCE	$120,000	-
01	SECURITY & MONITORING SERVICES	$68,800	-
01	FIELD GENERAL REQUIREMENTS	$583,134	-
03a	CAST IN PLACE CONCRETE	$2,564,616	Liberty Concrete and Forming Construction, LLC
04a	MASONRY	$4,193,410	Lighthouse Masonry, Inc.
05a	STEEL	$2,860,149	Morrow Steel Fabricator
06a	CARPENTRY	$158,247	-
06b	CABINETS	$770,322	H2I Group, Inc.
07a	JOINT SEALANTS / WATERPROOFING	$313,540	Merit Professional Coating
07b	ROOFING	$1,448,191	Sutter Roofing Company of Florida
07c	METAL WALL PANELS	$98,700	Consolidated Architectural Systems
07d	FIREPROOFING	$400,156	Rolling Plains Construction, Inc.
08a	DOORS, FRAMES, HARDWARE	$955,557	Pinnacle Door & Hardware
08c	GLASS, STOREFRONT, WINDOWS	$1,428,200	Key Glass, LLC
08h	OVERHEAD DOORS	$142,080	Overhead Door Company of Sarasota
09a	DRYWALL / STUCCO	$2,519,180	Ford Drywall & Stucco
09b	ACOUSTICAL CEILINGS	$785,400	Real Ceilings in Tampa
09e	FINISH FLOORING	$1,537,192	Spectra Contract Flooring
09i	PAINTING	$428,452	Trio Plus Painting, Inc.
10a	SPECIALTIES	$475,335	Florida Visual Display Products, Inc.
10b	SIGNAGE	$109,003	Creative Sign Designs / GC
10H	CANOPIES	$351,724	Perfection Architectural Systems / GC
11e	FOOD SERVICE EQUIPMENT	$894,269	Clark Food Service Equipment
11f	OUTDOOR ATHLETIC EQUIPMENT	$114,700	Athletic Resources, Inc. / GC
11g	STAGE CURTAINS	$86,946	Hile's Curtain Specialties, Inc.
12a	WINDOW TREATMENTS	$63,130	Above The Sill
13a	METAL BUILDINGS	$318,058	Kalex Steel Buildings / GC
13b	FABRIC SHADE STRUCTURES	$58,315	Shade Systems / GC
14a	ELEVATORS	$152,500	TK Elevator Corporation



21a	FIRE PROTECTION SYSTEM		$568,305	Universal Fire Systems, Inc.
22a	PLUMBING		$3,251,768	B&I Contractors, Inc.
23a	HVAC		$7,555,500	B&I Contractors, Inc.
26a	ELECTRICAL AND LOW VOLTAGE SYSTEMS		$7,246,575	All Phase Electric & Maintenance, Inc.
31b	SITEWORK		$5,197,620	Arox Land Development
32a	LANDSCAPE AND IRRIGATION		$551,121	Juniper Landscaping / GC
32d	FENCES AND GATES		$333,300	Cardianl Fence / GC
07c	VERTICAL SUNSHADES (ALLOWANCE)		$200,000	-
11h	PLAYGROUND EQUIPMENT (ALLOWANCE)		$375,619	-
11h	ART EQUIPMENT / KILNS (ALLOWANCE)		$25,250	-
11h	LAB EQUIPMENT (ALLOWANCE)		$20,200	-
26a	PRIMARY CONDUIT INSTALL (ALLOWANCE)		$125,000	-
26a	DAS SYSTEM (ALLOWANCE)		$390,000	-
26a	INTERCOM SYSTEM (ALLOWANCE)		$300,000	-
26a	CABLE TRAY (ALLOWANCE)		$45,000	-
26a	CLOCK SYSTEM (ALLOWANCE)		$275,000	-
31b	DEWATERING / DRAINAGE CONTROL (ALLOWANCE)		$100,000	-
31b	RIGHT OF WAY AND PUBLIC STREET RESTORATION (ALLOWANCE)		$50,000	-
A	**SUBTOTAL**		**$51,658,504**	
B	UNFORESEEN CONDITIONS FUNDS	3.00%	**$1,549,755**	Reference Article 7 from the Owner Agreement
C	ESCALATION CONTINGENCY	1.00%	**$516,585**	-
D	**SUBTOTAL (A + B + C)**		**$53,724,844**	
F	CM FEE	4.25%	**$2,283,306**	-
G	PRECONSTRUCTION	Lump Sum	**$148,467**	-
H	GENERAL CONDITIONS - LABOR	As Billed	**$2,121,220**	-
I	OFFICE GENERAL REQUIREMENTS	As Billed	**$341,890**	-
J	BUILDERS RISK INSURANCE (ALLOWANCE)	-	**$1,288,937**	-
K	GENERAL LIABILITY INSURANCE	1.10%	**$676,585**	-
L	BOND	0.45%	**$276,785**	-
M	SUBCONTRACTOR DEFAULT INSURANCE	1.25%	**$645,731**	-
N	**SUBTOTAL COST OF WORK (D + F + G + H + I + J + K + L + M)**		**$61,507,765**	
O	LESS PRECONSTRUCTION		**($148,467)**	-
P	LESS AMENDMENT 1 - EARLY PROCUREMENT		**($16,700,000)**	-
Q	**SUBTOTAL ADJUSTMENTS (O + P)**		**($16,848,467)**	
	TOTAL AMMENDMENT 2 (N - Q)		**$44,659,298**	



SKANSKA

AGENDA ITEM NO. 9.25

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Artisan Lakes Elementary School - Agreement Between Owner and Skanska USA Building, Inc. - Amendment 2 - Guaranteed Maximum Price in the Amount of $51,046,985.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Agreement between Owner and Skanska USA Building, Inc., which authorizes the Guaranteed Maximum Price (GMP) in the amount of $51,046,985.00. The scope of work will consist of the construction of a new Elementary School containing 969 student stations on a 22.8 acres site located on the South Side of Buckeye Road, Manatee County.

Artisan Lakes Elementary School Summary Sheet is attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Artisan Lakes Elementary School - Agreement between Owner and Skanska USA Building, Inc - Amendment 2 - Guaranteed Maximum Price in the amount of $51,046,985.00. (Capital Funds)

Financial Impact
The amount of Amendment 2 is $51,046,985.00. The Guaranteed Maximum Price to date including Amendment 2 is $68,205,452.00 and is included in the total budget of $75,000,000.00. **This project is funded by Capital funds**.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Artisan Lakes Elementary Project Summary
Artisan Lakes ES Amendment 2 GMP 06.10.25

ARTISAN LAKES ELEMENTARY SCHOOL

PROJECT DIRECTOR: Michelle Begue

ARCHITECT/ENGINEER:	Harvard Jolly, Inc.	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	Skanska USA Building, Inc.	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's Continuing Contracts
PROJECT BUDGET:	$75,000,000.00	
SUBSTANTIAL COMPLETION:	July-26	Amendment 2 GMP (6/10/25)
	June-26	Pre-Construction Agreement (12/10/2024)
HISTORY:	New Construction	

SCOPE: The scope of work consists of the design and construction of a new Elementary School containing 969 student stations on a 22.8 acres site located in South Side of Buckeye Road Manatee County.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -		Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,987,800.00	October 8, 2024	Approved	Architectural / Engineering Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 2,987,800.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:				Selected through the Request for Qualifications process
Agreement:	$ 148,467.00	December 10, 2024	Approved	Pre-Construction Services
Amendment 1:	$ 17,010,000.00	February 25, 2025	Approved	Early Procurment Materials
Amendment 2:	$ 51,046,985.00	June 10, 2025	Pending	Guaranteed Maximum Price
TOTAL	$ 68,205,452.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:	$ 282,600.00	March 11, 2025	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 282,600.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:				
Agreement:				
TOTAL	$ -			

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 Agreement Between Owner & Construction Manager.

Project Name: Artisan Lakes Elementary School
Construction Manager: Skanska USA Building
Construction Manager Address: 400 N. Ashley Drive, Suite 400
Tampa, FL 33602

The work is as follows: The scope of work consists of the construction of a new Elementary School with 969 student stations, on a 22.8 acres site located on the South side of Buckeye Road Manatee County, per the drawings provided by PBK, dated April 25, 2025.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: July 2026

Amount of Amendment: $51,046,985.00
Previous Amount: $17,158,467.00
New Total Amount of GMP: $68,205,452.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Daniel Abou-Jaoude Name/Title: _____

As Witnessed:

_____ Skanska USA Building
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director
_____, Director
_____, Deputy Superintendent

Interim Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Artisan Lakes Elementary School
South Side of Buckeye Road, Manatee County Florida

Total Project Budget:

Design Services	$	2,987,800.00
Construction Services	$	68,205,452.00
Owner Services	$	1,106,748.00
FF&E Technology	$	2,700,000.00
Total Project Budget	$	75,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	06/12/2025
Date of Substantial Completion	July 2026
Date of Final Completion	August 2026

Architect/Engineer ("AE") Harvard Jolly, Inc.
6000 Cattleridge Drive, Suite 204
Sarasota, FL 34232
s.johnson@harvardjolly.com

Construction Manager ("CM") Skanska USA Building, Inc.
400 N. Ashley Dr., Suite 400
Tampa, FL 33602
Keith.Hendry@skanska.com

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	$	57,007,693.00
General Conditions	$	3,066,952.00
Overhead and Profit (CM Fee)	$	2,519,740.00
Preconstruction	$	148,467.00
Unforeseen Conditions	$	2,280,308.00
Bond	$	3,182,292.00
TOTAL	$	68,205,452.00

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ 2,519,740.00

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ 3,066,952.00

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 38.25% of wages and 38.25% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of .45% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.10% amount or the invoice amount)

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1:

Safety Awards N/A Performance and Payment Bond (CM) .45%, General Liability Insurance 1.10%,

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: **78959**

Exhibits:

Exhibits "A" through "F" and Proposal are attached for reference.

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Artisan Lakes Elementary School** Date: **5/21/2025**

Contractor: **Skanska USA Building, Inc.**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
SURVEYING	$42,000	
FINAL SURVEYING	$35,000	
TEMPORARY LABOR	$287,360	
FINAL CLEAN	$215,000	
MATERIAL TESTING	$85,000	
DUMPSTER RENTAL AND DISPOSAL FEES	$155,880	
SMALL TOOLS	$58,000	
EQUIPMENT RENTAL, SITE ACCESS SERVICE	$112,500	
ENVIRONMENTAL MAINTENANCE (SITE DUST SWEEP)	$115,000	
FORKLIFT	$36,000	
PORTOLETS AND HAND WASH STATIONS	$79,200	
TRAILER HOLDING TANK	$13,000	
TEMPORARY FENCE	$120,000	
SECURITY & MONITORING SERVICES	$68,800	
FIELD GENERAL REQUIREMENTS	$813,134	
CAST IN PLACE CONCRETE	$2,718,441	
MASONRY	$4,019,253	
STEEL	$2,905,149	
CARPENTRY	$158,247	
CABINETS	$790,322	
JOINT SEALANTS / WATERPROOFING	$310,890	
ROOFING	$1,498,191	
METAL WALL PANELS	$98,700	
FIREPROOFING	$400,156	
DOORS, FRAMES, HARDWARE	$955,558	
GLASS, STOREFRONT, WINDOWS	$1,478,200	
OVERHEAD DOORS	$142,080	
DRYWALL / STUCCO	$2,667,625	
ACOUSTICAL CEILINGS	$830,400	
FINISH FLOORING	$1,999,192	
PAINTING	$466,610	
SPECIALTIES	$475,335	
SIGNAGE	$109,003	
CANOPIES	$223,315	
FOOD SERVICE EQUIPMENT	$894,269	
OUTDOOR ATHLETIC EQUIPMENT	$114,700	
STAGE CURTAINS	$86,946	
WINDOW TREATMENTS	$63,130	
METAL BUILDINGS	$318,058	
FABRIC SHADE STRUCTURES	$58,315	
ELEVATORS	$152,500	
FIRE PROTECTION SYSTEM	$598,305	
PLUMBING	$3,461,768	
HVAC	$7,885,500	
ELECTRICAL AND LOW VOLTAGE SYSTEMS	$9,033,675	
SITEWORK	$6,570,799	
LANDSCAPE AND IRRIGATION	$507,794	
FENCES AND GATES	$246,113	
BOARDWALK (ALLOWANCE)	$350,000	
VERTICAL SUNSHADES (ALLOWANCE)	$200,000	
PLAYGROUND EQUIPMENT (ALLOWANCE)	$375,619	
ART EQUIPMENT / KILNS (ALLOWANCE)	$25,250	
LAB EQUIPMENT (ALLOWANCE)	$20,200	
PRIMARY CONDUIT INSTALL (ALLOWANCE)	$125,000	
DAS SYSTEM (ALLOWANCE)	$390,000	
INTERCOM SYSTEM (ALLOWANCE)	$300,000	
CABLE TRAY (ALLOWANCE)	$45,000	

CLOCK SYSTEM (ALLOWANCE)	$275,000	
TORTOISE SURVEY, PERMITTING AND RELOCATION (ALLOWANCE)	$217,211	
WETLAND MITIGATION CREDIT (ALLOWANCE)	$60,000	
DEWATERING / DRAINAGE CONTROL (ALLOWANCE)	$100,000	
RIGHT OF WAY AND PUBLIC STREET RESTORATION (ALLOWANCE)	$50,000	
		$ 57,007,693
General Conditions:		
GENERAL CONDITIONS - LABOR	$2,699,519	
OFFICE GENERAL REQUIREMENTS	$367,433	
		$ 3,066,952
Overhead & Profit (Overall Project)		
CM FEE	$2,519,740	
		$ 2,519,740
Pre-Construction Expenses		
PRECONSTRUCTION	$148,467	
		$ 148,467
Unforseseen Conditions:		
UNFORESEEN CONDITIONS FUNDS	$ 1,710,231	
ESCALATION CONTINGENCY	$ 570,077	
		$ 2,280,308
Bond and Insurances:		
BUILDERS RISK INSURANCE (ALLOWANCE)	$ 1,412,512	
GENERAL LIABILITY INSURANCE	$ 750,259	
BOND	$ 306,925	
SUBCONTRACTOR DEFAULT INSURANCE	$ 712,596	
		$ 3,182,292
GMP TOTAL		**$ 68,205,452**
PRECONSTRUCTION		$ 148,467
Ammendment 1 - Early Release Packages		$ 17,010,000
Amendment 2 Amount		**$ 51,046,985**

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____

Owner: School District of Manatee County Request #: _____

Department of Construction Services Period ending: _____

Project Director: _____

Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this _____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director: _____ Date: _____

By DCS Director: _____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Daniel Abou-Jaoude	Account Manager	6.3%
Keith Hendry	Project Exec	32.5%
Jon Budde	Senior PM	100.0%
Lucia Valbuena	Project Manager	100.0%
Hayden Kupstas	Assistant Project Manager	100.0%
TBD	Assistant Project Manager (Night)	50.8%
Andres Dos Santos	Scheduler	19.2%
Steve Cowdery	Senior Project Superintendent	12.4%
TBD	Project Superintendent	100.0%
TBD	Project Superintendent (Night)	50.8%
TBD	Asst Superintendent	100.0%
TBD	Asst Superintendent (Night)	50.8%
TBD	EHS	95.2%
Abdel Saleh	Project Engineer	100.0%
Deana Mejia	Analytics	7.1%
Stephanie Davies, Toiaya Crawford, Linda Miller	Project Administrator	61.9%
Daniel Ash	Project Accountant	28.6%

(Percentage of time over the full job duration)

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Michelle Begue
SBMC Project Assistant	Laura Bartels
Architect	Harvard Jolly, Inc.
Consulting Engineers	Stantec (Civil Engineering)
Structural Engineer	Select Structural
Mechanical Engineer	OCI - CMTA
Electrical Engineer	OCI - CMTA
Construction Manager	Skanska USA Building Inc.
SBMC Instructional Member	TBA
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

THE SCOPE OF WORK consists of the design and construction of a new Elementary School containing 969 student stations on a 22.8 acres site located on South Side Buckeye Road Manatee County.

Exhibit A

Guaranteed Maximum Price Proposal

Artisan Lakes Elementary School

SKANSKA

Skanska USA Building, Inc.

Submitted May 21, 2025, Rev 2



Department of Construction Services



Section 1
Cover Sheet

May 21, 2025

Mr. Reginald L. Goff, Sr.
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Re: At Risk Construction Managements - Guaranteed Maximum Price, Revision 2 (R2)
New Construction of Artisan Lakes Elementary School

Dear Mr. Goff,

We are pleased to provide a final phased GMP Proposal for the new construction of Artisan Lakes Elementary School. Our total phased GMP Proposal is $68,205,452. Preconstruction Services and an Early GMP Proposal, Amendment 1, totaling $17,158,467 has been previously approved by the School Board of Manatee County. As such, the adjusted net balance for the Amendment 2 final phased GMP is $51,046,985.

The Schedule of Values is in Section 5. The Qualifications and Clarifications are in Section 6.

This GMP Proposal is based on the approved Harvard Jolly/PBK Permit Documents dated March 20, 2025, including Addendum 1 through 4, and closed PRE - RFI's as indicated in Section 12.

The GMP Proposal schedule includes a Final GMP Notice to Proceed date of June 12, 2025 and a Substantial Completion date of July 31st, 2026. Substantial Completion date is contingent upon required permits and approvals issued no later than June 1, 2025. Permits and approvals issuance date after June 1 could result in additional time, scope and costs to complete the project.

Please do not hesitate to contact any member of our team should you have any questions.

Sincerely,

Keith Hendry
Project Executive



Project: **Artisan Lakes Elementary School**
Location: **Parrish, Florida**

Schedule of Values

Division	DESCRIPTION	PROPOSED COST	COMMENTS
01	SURVEYING	$42,000	-
01	FINAL SURVEYING	$35,000	-
01	TEMPORARY LABOR	$287,360	-
01	FINAL CLEAN	$215,000	-
01	MATERIAL TESTING	$85,000	-
01	DUMPSTER RENTAL AND DISPOSAL FEES	$155,880	-
01	SMALL TOOLS	$58,000	-
01	EQUIPMENT RENTAL, SITE ACCESS SERVICE	$112,500	-
01	ENVIRONMENTAL MAINTENANCE (SITE DUST SWEEP)	$115,000	-
01	FORKLIFT	$36,000	-
01	PORTOLETS AND HAND WASH STATIONS	$79,200	-
01	TRAILER HOLDING TANK	$13,000	-
01	TEMPORARY FENCE	$120,000	-
01	SECURITY & MONITORING SERVICES	$68,800	-
01	FIELD GENERAL REQUIREMENTS	$813,134	-
03a	CAST IN PLACE CONCRETE	$2,718,441	Trinity Constructors, LLC
04a	MASONRY	$4,019,253	Trinity Constructors, LLC
05a	STEEL	$2,905,149	Morrow Steel Fabricator
06a	CARPENTRY	$158,247	-
06b	CABINETS	$790,322	H2I Group, Inc.
07a	JOINT SEALANTS / WATERPROOFING	$310,890	Merit Professional Coating
07b	ROOFING	$1,498,191	Sutter Roofing Company of Florida
07c	METAL WALL PANELS	$98,700	Consolidated Architectural Systems
07d	FIREPROOFING	$400,156	Rolling Plains Construction, Inc.
08a	DOORS, FRAMES, HARDWARE	$955,557	Pinnacle Door & Hardware
08c	GLASS, STOREFRONT, WINDOWS	$1,478,200	Key Glass, LLC
08h	OVERHEAD DOORS	$142,080	Overhead Door Company of Sarasota
09a	DRYWALL / STUCCO	$2,667,625	Superior Structures, Inc.
09b	ACOUSTICAL CEILINGS	$830,400	Real Ceilings in Tampa
09e	FINISH FLOORING	$1,999,192	Spectra Contract Flooring
09i	PAINTING	$466,610	Trio Plus Painting, Inc.
10a	SPECIALTIES	$475,335	Florida Visual Display Products, Inc.
10b	SIGNAGE	$109,003	Creative Sign Designs / GC
10H	CANOPIES	$223,315	Perfection Architectural Systems / GC
11e	FOOD SERVICE EQUIPMENT	$894,269	Clark Food Service Equipment
11f	OUTDOOR ATHLETIC EQUIPMENT	$114,700	Athletic Resources, Inc. / GC
11g	STAGE CURTAINS	$86,946	Hile's Curtain Specialties, Inc.
12a	WINDOW TREATMENTS	$63,130	Above The Sill
13a	METAL BUILDINGS	$318,058	Kalex Steel Buildings / GC
13b	FABRIC SHADE STRUCTURES	$58,315	Shade Systems / GC
14a	ELEVATORS	$152,500	TK Elevator Corporation



21a	FIRE PROTECTION SYSTEM		$598,305	Universal Fire Systems, Inc.
22a	PLUMBING		$3,461,768	B&I Contractors, Inc.
23a	HVAC		$7,885,500	B&I Contractors, Inc.
26a	ELECTRICAL AND LOW VOLTAGE SYSTEMS		$9,033,675	Borrell Electric
31b	SITEWORK		$6,570,799	Arox Land Development
32a	LANDSCAPE AND IRRIGATION		$507,794	Juniper Landscaping / GC
32d	FENCES AND GATES		$246,113	Cardianl Fence / GC
06c	BOARDWALK (ALLOWANCE)		$350,000	-
07c	VERTICAL SUNSHADES (ALLOWANCE)		$200,000	-
11h	PLAYGROUND EQUIPMENT (ALLOWANCE)		$375,619	-
11h	ART EQUIPMENT / KILNS (ALLOWANCE)		$25,250	-
11h	LAB EQUIPMENT (ALLOWANCE)		$20,200	-
26a	PRIMARY CONDUIT INSTALL (ALLOWANCE)		$125,000	-
26a	DAS SYSTEM (ALLOWANCE)		$390,000	-
26a	INTERCOM SYSTEM (ALLOWANCE)		$300,000	-
26a	CABLE TRAY (ALLOWANCE)		$45,000	-
26a	CLOCK SYSTEM (ALLOWANCE)		$275,000	-
31b	TORTOISE SURVEY, PERMITTING AND RELOCATION (ALLOWANCE)		$217,211	-
31b	WETLAND MITIGATION CREDIT (ALLOWANCE)		$60,000	-
31b	DEWATERING / DRAINAGE CONTROL (ALLOWANCE)		$100,000	-
31b	RIGHT OF WAY AND PUBLIC STREET RESTORATION (ALLOWANCE)		$50,000	-
A	**SUBTOTAL**		**$57,007,693**	
B	UNFORESEEN CONDITIONS FUNDS	3.00%	**$1,710,231**	Reference Article 7 from the Owner Agreement
C	ESCALATION CONTINGENCY	1.00%	**$570,077**	-
D	**SUBTOTAL (A + B + C)**		**$59,288,000**	
F	CM FEE	4.25%	**$2,519,740**	-
G	PRECONSTRUCTION	Lump Sum	**$148,467**	-
H	GENERAL CONDITIONS - LABOR	As Billed	**$2,699,519**	-
I	OFFICE GENERAL REQUIREMENTS	As Billed	**$367,433**	-
J	BUILDERS RISK INSURANCE (ALLOWANCE)	-	**$1,412,512**	-
K	GENERAL LIABILITY INSURANCE	1.10%	**$750,259**	-
L	BOND	0.45%	**$306,925**	-
M	SUBCONTRACTOR DEFAULT INSURANCE	1.25%	**$712,596**	-
N	**SUBTOTAL COST OF WORK (D + F + G + H + I + J + K + L + M)**		**$68,205,452**	
O	LESS PRECONSTRUCTION		**($148,467)**	-
P	LESS AMENDMENT 1 - EARLY PROCUREMENT		**($17,010,000)**	-
Q	**SUBTOTAL ADJUSTMENTS (O + P)**		**($17,158,467)**	
	TOTAL AMMENDMENT 2 (N - Q)		**$51,046,985**	

AGENDA ITEM NO. 9.26

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Amendment No. 1 to the Ground Lease Between the School Board of Manatee County, Florida and Sarasota Manatee Airport Authority to Lease Property for Manatee Technical College (MTC) Aviation Mechanics Airframe and Powerplant Maintenance Training and Education Program (No Financial Impact)

Executive Summary
This Amendment No. 1 is an amendment to the agreement between the Sarasota Manatee Airport Authority and the School District of Manatee County which was originally approved by the Manatee County School Board on April 26, 2022. This amendment will extend the term of the agreement as well as the rent commencement date, moving the first date of payment to June 1, 2026.

The original agreement of the Ground Lease between the Sarasota Manatee Airport Authority (SRQ) and the School Board of Manatee County was to provide property for construction of classrooms, offices, and a hangar building for a new Aviation Mechanics Airframe and Powerplant Maintenance Training and Education program for Manatee Technical College (MTC). The original signed agreement is attached. The initial term is for thirty (30) years with four (4) additional five-year renewal periods.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of Amendment No. 1 to the Ground Lease between the School Board of Manatee County, Florida and Sarasota Manatee Airport Authority to lease property for Manatee Technical College (MTC) Aviation Mechanics Airframe and Powerplant Maintenance Training and Education program (No Financial Impact).

Financial Impact
This Ground Lease is part of the original attached document which allowed for the lease payments to be waived until month 37 of the 360-month lease term (which would have been June 1, 2025). The lease amount is $50,000 per year with an increase of 1% per year, with payment adjustment every five years. It does not include additional insurance, premises maintenance, qualified personnel, specialized equipment, and other related items and fees associated with an aviation program. This first amendment will move the commencement date forward to June 1, 2026.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Amendment No. 1 to Ground Lease between School District of Manatee County, Florida and Sarasota Manatee Airport Authority
Original Ground Lease between School District of Manatee County, Florida and Sarasota Manatee Airport Authority

.

SARASOTA
BRADENTON
INTERNATIONAL

AMENDMENT NO. 1

TO

GROUND LEASE

BETWEEN

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

AND

SARASOTA MANATEE AIRPORT AUTHORITY

Effective Date: May 19, 2025

AMENDMENT NO. 1
TO
GROUND LEASE
BETWEEN
SARASOTA MANATEE AIRPORT AUTHORITY
AND
SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

This Amendment No. 1 to the Ground Lease, dated May 19, 2025, between the School District of Manatee County, Florida, a Political Subdivision, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Lessee", and the Sarasota Manatee Airport Authority, an Independent Special District, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Authority", collectively hereinafter referred to as the "Parties".

W I T N E S E T H:

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport located in the Counties of Sarasota, Florida and Manatee, Florida (the "Airport"), and

WHEREAS, the Authority is permitted to lease land at the Airport pursuant to the Florida Statutes for Aeronautical Use; and

WHEREAS, the Authority and Lessee are Parties to that certain Ground Lease, dated May 23, 2022, for the construction of certain improvements to provide aviation education, instruction and training at the Airport (the "Lease"); and

WHEREAS, the Lessee has incurred delays in the design, permitting and construction of improvements attributable to the lack of sufficient budget appropriations to fund the improvements; and

WHEREAS, the Lessee has subsequently obtained sufficient budget appropriations to fund the improvements and anticipates no further delays; and

WHEREAS, the Parties wish to amend the Lease to extend the start date of the initial term and the rent commencement date to account for the delays incurred,

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, and other good and valuable considerations, the Parties hereby agree as follows:

Article 4.2, Initial Term, is hereby deleted in its entirety and replaced with the following Article 4.2:

4.2 Initial Term. The initial term of this Lease shall begin on the first of the following to occur ("Commencement Date"), which Commencement Date shall be memorialized by the Authority in writing and provided to the Lessee: (a) the date of substantial completion of the Lessee's Improvements as evidenced by Lessee's receipt of a certificate of occupancy for said Improvements; (b) the date Lessee commences using the Premises, or any portion thereof, to conduct aviation education, instruction or training; or (c) forty-eight (48) months immediately following the Effective Date of this Lease, which date is May 23, 2026, and shall expire thirty (30) years following Commencement Date (the "Initial Term"), unless sooner terminated pursuant to the terms, covenants and conditions of this Lease.

Article 5.1, Rent Commencement Date, is hereby deleted in its entirety and replaced with the following Article 5.1:

5.1 Rent Commencement Date. Rent shall commence on the first day of the forty-nineth (49th) month immediately following the Effective Date of this Lease (the "Rent Commencement Date).

Except as specifically amended herein, all other terms, covenants and conditions of the Lease between the Parties shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the Parties have hereunto set their hands this 19th day of May in the year 2025.

SARASOTA MANATEE AIRPORT AUTHORITY

Signature _____

Name _____

Title _____

Date _____

Witness

Signature _____

Name _____

Title _____

Date _____

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

Signature _____

Name _____

Title _____

Date _____

Witness

Signature _____

Name _____

Title _____

Date _____

Approved as to Form & Legality for Sarasota Manatee Airport Authority

_____
Charles D. (Dan) Bailey, Jr., Esq.
General Counsel, Williams Parker



SARASOTA
BRADENTON
INTERNATIONAL

SARASOTA MANATEE AIRPORT AUTHORITY

GROUND LEASE

between

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

and

SARASOTA MANATEE AIRPORT AUTHORITY

Effective: May 23, 2022

TABLE OF CONTENTS

Article **Page**

ARTICLE 1 1
Premises 1

ARTICLE 2 1
Uses and Restrictions 1

ARTICLE 3 2
Reservations 2

ARTICLE 4 2
Term 2

ARTICLE 5 2
Payments 2

ARTICLE 6 4
Security for Payment 4

ARTICLE 7 4
Obligations of Lessee 4

ARTICLE 8 5
Default and Termination Rights of Authority 5

ARTICLE 9 7
Maintenance and Repair 7

ARTICLE 10 8
Alterations and Improvements 8

ARTICLE 11 10
Title to Improvements 10

ARTICLE 12 10
Construction Lien 10

ARTICLE 13 10
Utilities 10

ARTICLE 14 10
Ingress and Egress 10

ARTICLE 15 11
Taxes, Permits, Licenses 11

ARTICLE 16 11
Insurance 11

ARTICLE 17 13
Property Damages 13

ARTICLE 18 14
Indemnification 14

ARTICLE 19 14
Compliance with Laws, Regulations, Ordinances, Rules 14

ARTICLE 20 15
FAA Approval 15

ARTICLE 21 15
Environmental Regulations 15

ARTICLE 22 17
Federal Storm Water Regulations 17

ARTICLE 23 18
Environmental Inspection 18

ARTICLE 24 19
Storage Tanks 19

ARTICLE 25 19
Americans with Disabilities Act 19

ARTICLE 26 19
Affirmative Action 19

ARTICLE 27 19
Nondiscrimination 19

ARTICLE 28 20
Disadvantaged Business Enterprise 20

ARTICLE 29 20
Rights Reserved to Authority 20

ARTICLE 30 20
Right to Entry 20

ARTICLE 31 20
Right of Flight 20

ARTICLE 32 20
Property Rights Reserved 20

ARTICLE 33 21
Signs 21

ARTICLE 34 21
Quiet Enjoyment 21

ARTICLE 35 21
Mortgage Rights of Lessee 21

ARTICLE 36 21
Rent a Separate Covenant 21

ARTICLE 37 21
Assignment 21

ARTICLE 38 22
Corporate Tenancy 22

ARTICLE 39 22
Eminent Domain 22

ARTICLE 40 22
Surrender of Premises 22

ARTICLE 41 22
No Acceptance of Surrender 22

ARTICLE 42 23
Personal Property 23

ARTICLE 43 23
Applicable Law and Venue 23

ARTICLE 44 23
Attorney's Fees and Costs 23

ARTICLE 45 23
Invalidity of Clauses 23

ARTICLE 46 23
Notices and Communications 23

ARTICLE 47 23
Subordination of Bond Resolution 23

ARTICLE 48 24
Federal Right to Reclaim 24

ARTICLE 49 24
Relationship of the Parties 24

ARTICLE 50 24
Miscellaneous 24

ARTICLE 51 24
Force Majeure 24

ARTICLE 52 24
Lessee's Funding and Improvements 24

ARTICLE 53 24
DOE Approval 24

Exhibits

EXHIBIT A **Leased Premises**
EXHIBIT B **Plans and Specs**
EXHIBIT C **Sworn Statement Pursuant to Section 287.122(3)(a) Florida Statutes on Public Entity Crime**

GROUND LEASE

THIS GROUND LEASE, made, and entered into this 23rd day of May 2022 ("Effective Date"), by and between the **SARASOTA MANATEE AIRPORT AUTHORITY**, a Florida body politic and corporate (hereinafter referred to as the "Authority"), and **SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA**, a Political Subdivision (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, the Authority owns and operates the Sarasota Bradenton International Airport located in the Counties of Sarasota and Manatee, State of Florida, hereinafter called the "Airport"; and

WHEREAS, the Authority owns certain real property upon and around the Airport located in Sarasota and Manatee Counties; and

WHEREAS, the Authority is desirous of leasing to Lessee and Lessee is desirous of leasing from Authority, upon the terms and conditions herein contained, certain real property to be used for aircraft hangar, and aviation/aeronautical related training and education;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties enter this Ground Lease (hereinafter referred to as "Lease") and agree as follows:

ARTICLE 1
Premises

1.1 Premises

Lessee hereby agrees to lease from Authority real property (herein referred to as the "Premises") which are located at 7990 15 Street East, Manatee County, Florida, and which are a portion of what is referred to as the "M-LOT." The Premises are described and depicted on attached Exhibit A. The Premises are currently comprised of vacant land, upon which certain improvements have been constructed by Authority as described in this Lease.

1.2 Construction of Improvements.

Authority has constructed certain improvements which include sitework, aircraft ramp area, vehicle parking area, substantially in accordance with the plans and specification ("Plans and Specs) prepared by Schenkel Shultz Architects ("Architect) identified on Exhibit B. Certain improvements, including the aircraft ramp, has been constructed outside the boundary of the Premises. The improvements described in the Plans and Specs, including improvements located on the Premises as well as improvements located outside the boundary of the Premises, are referred to herein as the "Site Improvements." Authority entered into a construction agreement with a general contractor ("Construction Agreement") to construct the Site Improvements, which Site Improvements have been completed. Lessee will construct its own buildings and improvements on the Premises pursuant to the provisions of Article 10.

1.4 As Is Condition

The Premises are being leased to Lessee in "As Is" condition except as set forth in section 1.2 above and as otherwise provided herein. See Article 23 as to the environmental condition of the Premises.

ARTICLE 2
Uses and Restrictions

The Premises shall be used solely by Lessee for aircraft hangar, aviation/aeronautical related training, and education. No other uses of the Premises are permitted.

ARTICLE 3
Reservations

The following rights are reserved to Authority:

A. No aviation fuel or propellant may be purchased, stored, or handled on the Premises except in accordance with Authority's Minimum Standards for Aeronautical Activities or Authority's Airport Rules and Regulations or by an aviation fuel vendor authorized under contract by Authority to provide such fueling service on the Airport.

B. Lessee will not sell, transfer, or deliver fuel from any fuel farm facility to any aircraft or to any tank or delivery device for the purpose of transferring to an aircraft other than Lessee's Aircraft.

C. Lessee will not install fuel storage facilities without the prior written approval of Authority.

D. The foregoing notwithstanding, it is contemplated that Lessee may contract with one of the fixed based operators ("FBO") on the airport whereby the FBO will provide fuel to aircraft on the Premises.

ARTICLE 4
Term

4.1 Effective Date
This Lease shall be effective upon the execution of the Lease by both parties hereto.

4.2 Initial Term
This lease shall begin on the Effective Date and continue thereafter uninterrupted for a period of thirty (30) years ("Initial Term"), unless otherwise extended as provided for in Article 4.3 below or terminated as provided for in Article 52 below.

4.3 Renewal Terms
If Lessee is not in default of any terms, covenants, or conditions of this Lease, this Lease may be extended under the same terms, covenants, and conditions herein for up to four (4) additional five-year periods ("Renewal Terms"). Said Renewal Term(s), if any, shall be requested in writing by Lessee to the Authority one hundred twenty (120) days prior to the expiration of the Initial Term, as may be amended. Such Renewal Term(s) will be effective by letter without the need for formal amendment to this Lease. As used in this Lease, the word "Term" refers to the Initial Term and any Renewal Term unless otherwise set forth.

ARTICLE 5
Payments

5.1 Rent Commencement Date
Rent shall commence on the first day of the thirty-seventh (37th) month immediately following the Effective Date of this Lease ("Rent Commencement Date").

5.2 Rent for the Initial Term
The Rent for the Premises shall be Fifty Thousand Dollars ($50,000) per year. All Rent shall be paid by Lessee in equal monthly installments, in advance on or before the first (1st) day of each month together with any applicable Florida sales tax throughout the Term of the Lease.

Lessee shall receive free rent for thirty-six (36) months beginning with the Effective Date ("Rent Abatement Period.") Accordingly, the first monthly installment of Rent shall be accessed beginning thirty-six (36) months after the Effective Date ("Rent Commencement Date") with any partial month

prorated.

5.3 Rental Adjustments

There shall be One Percent (1%) annual increases in Rent during the Initial Term of the Lease with the increased payments commencing on the fifth anniversary after Effective Date and every fifth anniversary thereafter throughout the Term of the Agreement, as may be amended ("Rent Adjustment Date"). If the Rent Adjustment Date falls on a day other than the first day of the month, the annual increase shall occur on the first day of the immediately following calendar month. The Rent will not increase more than five percent (5%) every five years during the Term of the Lease.

5.4 Rent for Renewal Term.

If Lessee exercises one or more Renewal Terms, the parties recognize this Lease may extend beyond thirty (30) years. If a Renewal Term is approved by the Authority, the Rent shall be adjusted on the first day of the first Renewal Term (the "Appraisal Adjustment Date") based upon a fair market value appraisal and determined as follows:

A. Sixty days prior to the Appraisal Adjustment Date Lessee and the Authority shall share equally in the cost of hiring an appraiser, approved by both parties, who will determine fair market rental value of the Premises leased to Lessee under this Lease.

B. The appraiser shall render an opinion in writing to the Authority and to the Lessee within thirty (30) days of the notice to proceed. The approved adjusted base rental rate for the first lease year of the first Renewal Term shall be the greater of the appraised rate, or the then existing rate. That rate shall continue to be adjusted each year thereafter by One Percent (1%) per annum and on every fifth anniversary thereafter throughout the Term of the Agreement, as may be amended, as set forth in section 5.2.

C. Said appraiser shall be a professionally qualified MAI appraiser, familiar with the aviation industry and the local market and shall utilize any reasonable means and resources deemed necessary to determine the fair market rental value.

5.5 Triple Net Base

Authority and Lessee agree that the Premises are leased to Lessee on a triple net basis and that Lessee is solely responsible for all obligations normally imposed on the owner of real estate with respect to the Premises, including but not limited to all infrastructure, utilities, janitorial services, property taxes, insurance, grounds maintenance, building and structural maintenance and repairs, and any other expenses that arise from the use, operation and management of Lessee's use of the Premises.

5.6 Failure to Pay Rentals, Fees or Charges

In the event Lessee fails to make timely payment of any rent, fees, charges, and other payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable to the Authority, interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by Authority. Notwithstanding the foregoing, Authority shall not be prevented from terminating this Lease for default in the payment of fees, charges, or any other payments due to Authority pursuant to this Lease, or from enforcing any other provisions contained herein or implied by law.

5.7 Service Charge for Worthless Check

In the event Lessee delivers a worthless check or draft to Authority in the payment of any obligation arising under this Lease, Lessee shall incur a service charge of Fifty Dollars ($50.00) or five (5) percent of the face amount of such check, whichever is greater; or, if Florida Statute §832.07 is amended, such other fee as shall be set by said statute.

5.8 Revenue Reports and Payments

Lessee shall pay all rents, fees, charges and other billings required by this Lease to the following address:

Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, FL 34243

All reports and other correspondence should be addressed as indicated in the Article herein entitled, "Notices and Communications."

ARTICLE 6
Security for Payment

Intentionally deleted.

ARTICLE 7
Obligations of Lessee

Obligation of Lessee shall include without exception the following:

A. Conduct its operation hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport or around the Premises.

B. Control, within reason, the conduct, demeanor and appearance of its employees, invitees, and of those doing business with it and, upon objection from Authority concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

C. Remove from the Premises or otherwise dispose of in a manner approved by the President/CEO all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations. Any such debris or waste which is temporarily stored in the open, shall be kept in suitable garbage and waste receptacles, made of metal and equipped with tight-fitting covers and designed to safely and properly contain whatever material may be placed therein. Lessee shall use extreme care when effecting removal of all such waste.

D. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises.

E. Not create nor permit to be caused or created upon the Airport or the Premises any obnoxious odor, smoke or noxious gases or vapors. The creation of exhaust fumes by the operation of internal-combustion engines or engines of other types, so long as such engines are maintained and are being operated in a proper manner, shall not be a violation of this Lease.

F. Not do or permit to be done anything which may interfere with effectiveness or accessibility of the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises.

G. Not overload any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

H. Not do or permit to be done any act or thing upon the Premises:

1. Which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or other contiguous Premises; or
2. Which may constitute an extra-hazardous condition to increase the risks normally attendant upon the operations permitted by this Lease.

I. Not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess of Lessee's working requirements. Any such liquids having a flash point of less than 110°F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.

J. Provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for the vicinity of the FAA Remote Receiver facility.

K. To the extent required by law, pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments against the Premises or the leasehold estate. Lessee reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the leased Premises or a direct liability on the part of Authority. This Lease shall be a net lease with Authority receiving rentals free of any indebtedness, encumbrances, or liens of any nature whatsoever. The parties understand that Lessee is tax exempt, but to the extent that there is an assignment or sublease or other circumstance whereby the tax exemption does not apply, the Lessee remains liable under this provision.

ARTICLE 8
Default and Termination Rights of Authority

8.1 Events of Default

The occurrence of any of the following events shall constitute a default of this Lease by Lessee:

A. Lessee's failure to pay the rent, or any other sums payable hereunder for a period of ten (10) days after written notice by Authority.

B. Lessee's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations for a period of ten (10) days after written notice by Authority.

C. The bankruptcy of Lessee.

D. Lessee making an assignment for the benefit for creditors.

E. A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets.

F. Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement, or insolvency law.

G. Lessee's vacating or abandoning the Premises.

H. Lessee's interest under this Lease being sold under execution or other legal process.

I. Lessee's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law.

J. Any of the goods or chattels of Lessee used in, or incident to, the operation of Lessee's business

in the Premises being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding.

K. Lessee's failure to comply with its environmental obligations, any laws, programs or audits promulgated by Authority or applicable regulatory agencies which may be revised from time to time.

L. Noncompliance with Florida Statute 287.133 - Concerning Criminal Activity on Contracts with Public Entities.

8.2 Remedies

In the event of any of the foregoing events of default, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions:

A. Terminate Lessee's right to possession under the Lease and re-enter and retake possession of the Premises and relet or attempt to relet the Premises on behalf of Lessee at such rent and under such terms and conditions as Authority may deem best under the circumstances for the purpose of reducing Lessee's liability. Authority shall not be deemed to have thereby accepted a surrender of the Premises, and Lessee shall remain liable for all rent, or other sums due under this Lease and for all damages suffered by Authority because of Lessee's breach of any of the covenants of the Lease.

B. Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Premises whereupon all right, title and interest of Lessee in the Premises shall end.

C. Accelerate and declare the entire remaining unpaid rent for the balance of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.

8.3 Additional Provisions

No re-entry or retaking possession of the Premises by Authority shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to Authority hereunder or of any damages accruing to Authority by reason of the violations of any of the terms, provision and covenants herein contained. Authority's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as Authority's waiver of such event of default. No forbearance by Authority of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by Authority to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that Authority may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by Authority following repossession.

8.4 Waiver of Jury Trial

The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of Authority and Lessee, Lessee's use, or occupancy of the Premises and/or building, and/or claim or injury or damage.

8.5 Time of the Essence

Time is of the essence of this Lease; and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, Authority may declare Lessee to be in default of such Lease.

ARTICLE 9
Maintenance and Repair

9.1 Lessee's Responsibilities

Lessee shall throughout the term of this Lease assume all responsibility and shall relieve Authority from all responsibility for all repair and maintenance of any kind whatsoever in the Premises, whether such repair or maintenance be ordinary or extraordinary, infrastructure, structural, or otherwise, and without limiting the generality hereof, shall:

A. Always keep in a clean and orderly condition and appearance the Premises and all Lessee's fixtures, equipment and personal property which are in any part of the Premises which is open to or visible by the public.

B. Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinances, resolutions, or regulation of any competent authority.

C. Keep all areas of the Premises in state of good repair to include repair of any damage to the automobile parking pavement or other surface of the premises or any building improvements caused by weathering and/or aging, Lessee's operations, or by any oil, gasoline, grease lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.

D. Take such anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.

E. Be responsible for the maintenance and repair of all utility service lines except common utilities, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises and used by Lessee exclusively.

9.2 Authority's Rights

Authority shall not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. If Lessee fails to perform Lessee's maintenance responsibilities, Authority shall have the right, but not the obligation, to perform such maintenance responsibilities, provided Authority has first, in any situation not involving an emergency, by written notice to Lessee, afforded Lessee a period of thirty (30) days within which to correct the failure. All costs incurred by Authority in performing Lessee's maintenance responsibility, plus a fifteen percent (15%) administrative charge, shall be paid by Lessee within ten (10) days of receipt of billing, therefore.

To the extent that any contractor or subcontractor may provide warranties for the initial improvements constructed upon the Premises, Landlord shall reasonably cooperate with Lessee in order to help Lessee obtain the benefits of such warranties.

9.3 Required Scheduled Maintenance to Premises and Improvements

In addition to Lessee's maintenance obligations included in this Lease, Lessee further agrees to maintain, at a minimum, certain components of Premises and improvements according to the following maintenance schedule:

A. Roof: Upon Authority's request Lessee will provide a roof inspection by a qualified roof inspector and/or contractor to determine required maintenance action. The inspection reports will be submitted to Authority for approval of maintenance requirements to be performed by Lessee. The exterior roof will be cleaned annually with drains and scuppers cleaned as needed.

B. Building Exterior: The building exterior will be inspected. Mildew, staining, dirt, cobwebs, and other like maintenance items will be cleaned as needed.

C. Hangar Doors: All hangar doors will be inspected and cleaned monthly, lubricated, and adjusted at intervals recommended by the manufacturer.

D. Landscaping: The landscaping will be maintained in a manner consistent with good horticultural practices and free of unsightly conditions.

E. Electrical Service: Inspect electrical service areas and always keep area free of debris and foreign objects.

F. Aircraft Apron: Clean, sweep, remove oil and debris, repair, and stripe, and maintain tie-down points and cables on a routine basis.

G. Vehicle Parking Areas: Clean, sweep, remove oil and debris, and repair and stripe on a routine basis.

H. All maintenance, repair and replacements will be of a quality at least equal to the original in materials and workmanship.

9.4 Equipment Inspection

Lessee will have a qualified service inspect all Heating, Ventilation and Air Conditioning (hereinafter referred to as "HVAC") equipment, replacing air filters as needed. Lessee will perform HVAC maintenance annually.

9.5 End of Term Maintenance Conditions

In addition to the scheduled maintenance required herein, Lessee will maintain Improvements to ensure that, at the end of the term of this Lease, the condition of Improvements will be in a good state of repair and comply with the following conditions:

A. The roof will be free of any leaks.

B. The HVAC system will heat and cool properly.

C. All hangar doors will open and close properly.

D. The exterior paint will be free of unsightly conditions.

E. The interior of the improvements will be painted prior to termination of this Lease.

F. Exterior parking pavements will be in good condition without potholes and spalling.

ARTICLE 10
Alterations and Improvements

10.1 Consent for Improvements.

Lessee shall make no alterations or improvements to the assigned Premises without the prior written

consent of the Airport's President/CEO. Authority understands that the Lessee intends to build classrooms, offices, and a hangar building ("Lessee's Improvements"), plans for which will be submitted to the Authority, whose consent will not unreasonably be withheld, conditioned, or delayed. Lessee agrees that it will commence vertical construction of Lessee's Improvements no later than December 31, 2023, subject to approved permitting, FAA approvals and absent delays due to COVID-19 or other conditions outside of Lessee's control. If Lessee fails to commence vertical construction of Lessee's Improvements by December 31, 2023, subject to approved permitting, FAA approvals and absent delays due to COVID-19 or conditions outside of Lessee's control, either Landlord or Lessee shall be entitled to terminate the Lease by giving written notice to the other. Once Lessee commences construction, Lessee shall continuously and diligently work to complete the Lessee's Improvements. Commencement of construction shall mean execution of the construction agreement and breaking ground.

10.2 Conditions

If Lessee requests permission to make improvements or alterations and permission is granted, the following conditions shall apply:

A. Lessee shall obtain all required permits and licenses duly necessary and comply with applicable zoning laws, building codes and other laws or regulations of any appropriate governing body, whether it be state, county, city or Authority.

B. Prior to any construction within the Premises, all contractors, and subcontractors to perform work must be approved by Authority, and such contractors and subcontractors will be required to execute an indemnification agreement in favor of Authority, and to provide evidence of insurance satisfactory to Authority (in at least the same amounts and form required for Lessee).

C. Lessee shall advance an estimate of costs necessary to complete Lessee's work and shall provide future cost estimates on any other alterations or improvements to the Premises upon written consent of Authority to authorize said alterations or improvements.

D. Lessee shall post with Authority a performance and payment bond in an amount equal to the estimated cost of alterations or improvements to be delivered to Authority under the provisions above. Said amount is established to account for potential cost overruns, contingencies and cost estimate errors.

E. Lessee covenants and agrees to accept and pay all financial obligations associated with costs necessary to complete Authority-approved alterations or improvements.

F. Lessee agrees throughout the term of this Lease to maintain at its expense the Premises and any improvements, equipment, or display within the Premises in a good state of repair and preservation. Lessee shall be responsible for the cost of repair for any damage to the Premises or the adjacent grounds or improvements, caused by Lessee, its agents or employees. Authority shall have the right to inspect the Premises at any reasonable time, provided that the exercise of such right shall not unreasonably interfere with Lessee's business. Lessee agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by Lessee of its personal property, trade fixtures, or signs.

G. Prior to commencement of construction Lessee shall provide reasonable documentation to Authority that there are funds available in an amount sufficient for completion of the construction and appropriately set aside for the project.

ARTICLE 11
Title to Improvements

All permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Florida, are part of the realty, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving, tie-down facilities and all other permanent improvements which become part of the realty placed upon the Premises, with or without consent of Authority, shall become and be deemed to be a part of the Premises and shall become the property of Authority, upon termination or default of this Lease and shall remain on the Premises unless otherwise agreed to in writing. Title to all personal property, furnishings, trade fixtures, and nonattached equipment shall be and remain with Lessee and may be removed from the Premises at any time, provided Lessee is not then in default thereunder, and further provided Lessee exercises care in the removal of same and repairs any damage to the Premises caused by said removal.

ARTICLE 12
Construction Lien

Authority's interest in the Premises shall not be subjected to any construction, mechanics, materialman's, tax, laborers or any other lien, whether Authority has given its written approval for the improvements or otherwise, and Lessee shall save and hold harmless Authority and its interest in the Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Lessee shall cause same to be satisfied or shall post bond for the lien.

ARTICLE 13
Utilities

Lessee shall make all provisions it deems necessary for connection to necessary utilities and shall pay the full cost and expense for installation and use of all said utilities. All such utilities shall be segregated by a separately metered account in Lessee's name and Authority shall not be responsible for payment of any utility service used by Lessee.

ARTICLE 14
Ingress and Egress and Cross Easement

14.1 Use of Public Way

Lessee, its contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress to the Premises via appropriate public way to be used in common with others having rites of passage within the Premises, if Authority may, at its expense, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available.

14.2 Road Closures

Authority may at any time temporarily or permanently close or consent to or request the closing of any such roadway, and any other area at the Premises presently or hereafter used as such, so long as a means of ingress and egress reasonably equivalent to that provided in 13.1 above is concurrently made available to Lessee. Lessee hereby releases and discharges Authority, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other areas used as such, whether within or outside the Premises, provided that Authority makes available to Lessee a means of ingress and egress reasonably equivalent to that provided in 13.1 above.

14.3 Access from Fifteenth Street

Included within the improvements that the Authority constructed is a driveway ("Driveway") from Fifteenth Street that will be located partially on the Premises and partially on adjacent lands as shown

on Exhibit A. Lessee, and Lessee's employees, invitees, agents, and contractors shall have a nonexclusive right to use the Driveway and shall have the obligation to repair and maintain that portion of the Driveway that is located upon its Premises. Authority reserves for itself, as well as its employees, agents, contractors, invitees, and Lessees an easement upon all portions of the Driveway for vehicular and pedestrian ingress and egress, and for purposes of construction and/or maintenance of the Driveway. The parties shall not park in the Driveway or otherwise block usage of the Driveway for ingress and egress.

ARTICLE 15
Taxes, Permits, Licenses

In addition to those obligations set forth in Article 6, Lessee shall bear, at its own expense, all costs of operating its equipment and business including all taxes assessed against the operation of the business and any sales, use or similar taxes levied or assessed on any payments made by Lessee hereunder. Lessee shall bear all cost of obtaining any permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport, and copies of all such permits, certificates and licenses shall be forwarded to Authority.

ARTICLE 16
Insurance

Lessee is self-insured and the below requirements will be provided to the extent not provided by Lessee's self-insurance program. Lessee shall furnish Authority evidence of said self-insurance in amounts equivalent to the level and type insurance coverage required herein by Authority prior to the commencement of this Lease.

Lessee shall provide, pay for, and maintain with insurance carriers rated A or better by Best's, the types of insurance described herein. All insurance shall be from responsible companies approved by Authority and authorized to do business in the State of Florida. All liability insurance policies of Lessee required herein shall provide a severability of interest provision. The insurance coverages and limits required shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached. The required policies of insurance shall be performable in Sarasota and Manatee Counties, Florida, and shall be construed in accordance with the laws of the State of Florida.

All certificates shall provide thirty (30) days' prior written notice, by registered or certified mail, shall be given Authority of any cancellation, intent not to renew, reduction in the policies' coverages, or other material alteration. In the event of a reduction in any aggregate limit, Lessee shall take immediate steps to have it reinstated. If at any time Authority requests a written statement from the insurance company as to any impairments to the Aggregate Limit, Lessee shall promptly authorize and have delivered such statement to Authority. Lessee shall make up any impairment when known to it. Lessee authorizes Authority to confirm all information furnished Authority, as to compliance with the insurance requirements herein, with Lessee's insurance agents, brokers, and insurance carriers. All insurance coverages of Lessee shall be primary as regards any insurance or self-insurance program carried by Authority.

The acceptance of delivery by Authority of any certificate of insurance evidencing Lessee's insurance coverages and limits does not constitute approval or agreement by Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance follow the requirements herein.

The certificates of insurance, or other evidence, must be filed with and approved by Authority prior to any activity being performed at the Airport by Lessee.

The insurance coverages and limits required of Lessee are designed to meet the minimum requirements of Authority. They are not designed as a recommended insurance program for Lessee. Lessee alone shall be responsible for the sufficiency of its own insurance program.

Lessee and Authority understand and agree that the limits of the insurance herein required may become inadequate based on Lessee's activities and industry practices, and Lessee agrees that it will increase such limits within thirty (30) days after receipt of notice in writing from Authority.

If any liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Lease and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Submissions required by this Article shall be given to:

Sarasota Manatee Airport Authority
6000 Airport Circle
Sarasota, Florida 34243

Renewal Certificates of Insurance shall be provided to Authority a minimum of thirty (30) days prior to expiration of current coverages.

Authority may terminate or suspend this Lease should at any time Lessee fail to provide or maintain: (1) the insurance coverages required in this Lease, or (2) an acceptable self-insurance program evidenced by documentation acceptable to Authority, or a surety bond from a corporate surety authorized to do business in the State of Florida, acceptable to Authority, guaranteeing Lessee's financial responsibility in complying with the general insurance requirements of this Lease. Such bond shall be in the amount of One Million Dollars ($1,000,000) and protect Authority from any claims, debts, demands, liabilities, or causes of action as well as the cost of defense including attorneys' fees, and other fees, costs, and expenses resulting from the operations of Lessee under this Lease.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to Authority.

16.1 Workers' Compensation and Employers' Liability

Insurance in accordance with the statutes and regulations of the State of Florida including Employers Liability. Limits shall not be less than:

Workers' Compensation	Florida Statutory requirements
Employers' Liability	$500,000 limit each accident
	$500,000 limit disease aggregate
	$500,000 limit disease each employee

16.2 All Risk Property

Insurance including flood or earthquake, on all improvements now or hereafter located upon the assigned premises in an amount equal to the replacement cost (without depreciation) of such improvements. Coverage is to contain a 100% coinsurance clause or Agreed Amount Endorsement. Said insurance shall contain loss payable endorsements in favor of the parties as their respective interests may appear hereunder.

16.3 Commercial General Liability

Insurance, including Premises & Operations, Personal Injury, Contractual for this Lease, Independent Contractors, and Broad Form property Damage including Completed Operations. Limits of coverage shall not be less than the following:

$1,000,000 Combined Single Limit each occurrence Bodily Injury, Personal Injury and Property Damage Liability,

or

$1,000,000 each occurrence and aggregate for liability associated with all operations under this specific lease. The aggregate limits shall be separately applicable to this lease.

16.4 Automobile Liability

Insurance shall be maintained by Lessee as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles which are tagged and used commercially on Authority's premises with limits of not less than the following:

Bodily Injury Liability	$1,000,000 limit each person/$1,000,000 limit each accident
Property Damage Liability	$1,000,000 limit each accident,

or

Bodily Injury and Property Damage Liability	$1,000,000 Combined Single Limit each occurrence

16.5 Umbrella Liability or Excess Liability

Insurance, if used to reach the limits of liability required, shall not be less than $1,000,000 each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than $500,000 Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage liability.

The Sarasota Manatee Airport Authority shall be named as additional insured on all insurance policies as required above and the all-risk and liability policies shall contain a waiver of subrogation in favor of the Authority.

ARTICLE 17
Property Damages

17.1 Rebuilding in the event of Casualty

In the event all or any portion of the Premises and/or the improvements upon the Premises are partially or totally damaged by fire, the elements, a public enemy, Act of God, or other casualty, Lessee will give Authority immediate notice thereof. Lessee shall promptly commence repairs or reconstruction and shall act diligently and continuously to prosecute the same to full completion at Lessee's own cost and expense. Lessee shall restore the Premises and the improvements thereon to at least equal to that existing prior to their damage or destruction. The proceeds of insurance shall be held and used for the purpose of such repair, restoration, or replacement. At Authority's option, Authority may require that the proceeds of any applicable insurance policy or policies related to a casualty loss be deposited in an escrow account approved by Authority to be available to pay for the cost of such repair, replacement or rebuilding.

17.2 Lessee's Business Interruption Insurance

In the event of casualty, there shall be no abatement of rent.

17.3 Limits of Authority's Obligations Defined

Redecoration, replacement, and refurbishment of Lessee's furniture, fixtures, equipment, and supplies will be the responsibility of and paid for by Lessee. Authority will not be responsible to Lessee for any claims related to loss of use, loss of profits, or loss of business resulting from any partial, extensive, or complete destruction of the Premises and/or improvements, regardless of the cause of damage or destruction.

17.4 Waiver of Subrogation

Lessee waives any and all claims against Authority and its agents, servants and employees for loss or damage to property, and shall look to its own insurance for such claims.

ARTICLE 18
Indemnification

To the extent permitted by law, Lessee agrees to protect, defend, reimburse, indemnify and hold Authority, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action of every kind and character, known or unknown, against or from Authority by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Lease is executed or as may be redefined by the appropriate regulatory agencies in the future or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Lessee's performance under this Lease, Lessee's use or occupancy of the Premises, Lessee's acts, omissions or operations hereunder or the performance, nonperformance, or purported performance of Lessee, or any breach of the terms of this Lease by Lessee. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by Authority in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Lease, subject to time limitations set forth under Florida Statute. Compliance with the insurance requirements as attached hereto shall not relieve Lessee of its liability or obligation to indemnify Authority as set forth in this Article. This indemnity section, Article 18, shall not include actions caused solely by Authority.

ARTICLE 19
Compliance with Laws, Regulations, Ordinances, Rules

Lessee shall at all times comply with applicable federal, state and local laws and regulations, Airport Rules and Regulations (available at www.srq-airport.com under About SRQ, Operations), all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state or local government, Authority or Airport Management including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. This shall include, but not be limited, to Lessee precluding its employees, agents, customers, or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of Authority or Department of Homeland Security. In addition to other remedies provided hereunder, any violation of Airport or Department of Homeland Security procedures shall subject Lessee to an administrative damages payment of five hundred dollars ($500.00) (in consideration for the administrative processing required by Authority to process and to respond to a violation) and to damages equal to the greater of (1) one thousand dollars ($1,000) per occurrence (in consideration for damages which might be suffered

by Authority in the form of fines or administrative procedures resulting from such violation), or (2) the civil fine imposed by the Department of Homeland Security upon Authority as a result of the violation. This amount must be paid by Lessee within ten (10) days of written notice, or this Lease shall be terminated by Authority.

ARTICLE 20
FAA Approval

This Lease is subject to approval of the Federal Aviation Administration. If the FAA disapproves the Lease, either party may rescind the Lease by providing written notice.

ARTICLE 21
Environmental Regulation

21.1 Environmental Representations

Notwithstanding any other provisions of this Lease, and in addition to all other Lease requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Authority, upon which Authority expressly relies that:

A. Lessee is knowledgeable of all federal, state, regional and local governmental laws, ordinances, regulations, orders, and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee agrees to keep informed of future changes in environmental laws, regulations, and ordinances.

B. Lessee agrees to comply with all applicable federal, state, regional and local laws, regulations, and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance.

C. Lessee shall, prior to commencement of any such operations pursuant to this Lease, secure all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof.

D. Lessee, its employees, agents, contractors, and all persons working for, or on behalf of Lessee, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated.

E. Lessee agrees that it will neither handle nor store any toxic waste materials on the Premises.

F. Lessee shall provide Authority satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.

G. Lessee agrees to cooperate with any investigation, audit or inquiry by Authority or any governmental agency regarding possible violation of any environmental law or regulation.

21.2 Generator of Hazardous Waste

If Lessee is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

21.3 Inventory List

Provisions shall be made by Lessee to have an accurate inventory list (including quantities) of all such hazardous, toxic, and other contaminated or polluted materials, whether stored, disposed of or recycled, available always for inspection at any time on the Premises by Authority officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

21.4 Notification and Copies

Notification of all hazardous waste activities by Lessee shall be provided on a timely basis to Authority or such other agencies as Authority may from time to time designate. Lessee agrees that upon requests of Authority a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to Authority and to such state and county officials as are designated by Authority, in case of any spill, leak or other emergency involving hazardous, toxic, flammable or other pollutants or contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations which require such designation regardless of such request by Authority.

Lessee agrees to provide Authority copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) days prior to their required submittal to regulation agencies having jurisdiction over such matters.

21.5 Violation

A. If Authority receives a notice from any governmental entity asserting a violation by Lessee of Lessee's covenants and agreements contained herein, or if Authority otherwise has reasonable grounds upon which to believe that such a violation has occurred, Authority shall have the right, but not the obligation, to contract, at Lessee's sole cost and expense, for the services of persons ("Site Reviewers") to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to Authority. The Site Reviewers shall perform such tests on the Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. Lessee shall supply such information as is requested by the Site Reviewers. In the event Authority conducts testing due to information other than a notice of violation from a governmental authority, and the testing does not reveal any contamination other than the contamination referenced in Article 19 of this Lease, Authority agrees to bear all costs associated with the testing.

B. If Lessee receives a Notice of Violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to Authority within twenty-four (24) hours of receipt by Lessee or Lessee's agent. Violation of any part of the provisions of this Article or disposition by Lessee of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Article shall be deemed to be a default under this Lease if not cured within ten (10) days of receipt of notice from Authority shall be grounds for termination of this Lease, and shall also provide Authority grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Lease.

C. Lessee shall have no liability or indemnity obligations for any Hazardous waste material that exists on the Premises prior to the commencement of the Lease Term or that migrates from other property during the Lease Term without Lessee's negligence, and Authority agrees to protect, defend, reimburse, indemnify and hold Lessee, its, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes

of action of every kind and character, known or unknown, against Lessee by reason of any damage to property or the environment, including any contamination of Airport property caused by such contamination. In the event preexisting Hazardous waste materials are discovered on the Premises during the Lease Term that preexisted the Lease Term and are in amounts materially increasing Lessee's risk of using and occupying the Premises, then Lessee shall have the right to cancel the Lease.

ARTICLE 22
Federal Storm Water Regulations

Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that certain properties and uses of properties within the Airport or on Authority owned land are subject to Federal storm water regulations as set forth in 40 CFR Part 122. Lessee agrees to observe and abide by said regulations as applicable to its property and use.

Notwithstanding any other provisions or terms of the Lease, Authority acknowledges that Lessee has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for Lessee's operations at the Airport.

Notwithstanding any other provisions or terms of this Lease, including Lessee's right to quiet enjoyment, Authority and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that it may be necessary to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled, or otherwise used by Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best management practices."

Authority will provide Lessee with written notice of those storm water discharge permit requirements, that are in Authority's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: Certification of non-storm water discharges; collection of storm water samples for analysis of such samples for contamination; preparation of storm water pollution prevention or similar plans; implementation of Best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee within seven (7) days of receipt of such written notice, shall notify Authority in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Authority with timely written notice that it disputes such storm water discharge permit requirements, Authority and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from Authority for purposes of delay or avoiding compliance.

Lessee agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental entity charged with enforcement of storm water regulations. Lessee acknowledges that time is of the essence and will make every effort to meet any and all deadlines that may be imposed on it.

Authority agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

Authority will give Lessee written notice of any breach by Lessee of Authority's storm water discharge permit or the provisions of this section. If such a breach is material, and, if of a continuing nature, Authority may terminate this Lease. Lessee agrees to cure promptly any breach caused by Lessee or as a direct result of Lessee's operation.

Lessee agrees to participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in Authority's

Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials.

All such remedies of Authority about environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination of this Lease.

Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by law, by Lessee or by Lessee's employees, invitees, suppliers or service or providers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

ARTICLE 23
Environmental Inspection

23.1 Environmental Inspection at Commencement of Lease Term

Authority has had an environmental assessment on the Premises made and has provided a copy of such report to Lessee. This Lease is subject to Lessee obtaining at Lessee's expense a Phase II Environmental Audit, from a company acceptable by both parties, in accordance with standards established by the American Society for Testing and Materials (ASTM), that includes air, water, and soil sampling, including any other studies or tests that Lessee or its consultants may reasonably require ("Studies"), the results of which must be acceptable to Lessee. No remediation required by the Studies will be the responsibility of Lessee. The site must also meet all state environmental requirements for a school site under Florida Statutes. The Phase II Environmental Audit will establish a base line indicating the current condition of the Premises ("Base Line Environmental Report"). Lessee is not responsible for hazardous material remediation already existing on the site and/or future remediation that pre-existed the occupancy by the Lessee.

23.2 Environmental Inspection at End of Lease Term

Within the last sixty (60) days of the Lease or after Lease termination, Authority shall have the right to have an environmental inspection performed to determine the status of any hazardous substances or hazardous waste as defined by the Comprehensive and Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. section 9601(14) pollutants or contaminants as defined in CERCLA, 42 U.S.C. section 9604 (A)(2) or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. section 6903(5) or other similar applicable federal or state laws and regulations, including, but not limited to asbestos, PCB's, urea formaldehyde, and radon gas existing on the Premises or whether any said substances have been generated, released, stored or deposited over, or presently exist beneath or on the Premises from any source.

To the extent permitted by law, Lessee hereby expressly agrees to indemnify and hold Authority harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification set forth in other provisions of this Lease and Lessee is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration from Authority to legally support this indemnification agreement. This provision of the lease shall survive termination of the Lease; provided, however, that Lessee's obligations hereunder shall not apply to any matter not arising out of, or incident to, or in connection with Lessee's activities under this Lease.

Regarding any contamination caused by Lessee or arising by reason of Lessee's use or occupancy of the Premises, Lessee shall immediately take such action as is necessary to clean up and remediate the Premises at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined that no further action is necessary. If the Authority is unable to lease the Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the Authority.

The firm(s) conducting the site inspection, or the site cleanup work must be qualified and approved by Authority, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and be acceptable to Authority.

Lessee understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Premises caused by Lessee or occurring by reason of Lessee's use or occupancy of the Premises. Said liability shall extend beyond the term of the Lease until the Premises are retested and determined to be free of contamination.

ARTICLE 24
Storage Tanks

Lessee agrees that it will not have any underground or above ground storage tanks on the Premises unless specifically authorized in writing by Authority. If any tank is authorized by Authority, Lessee covenants and agrees that it will comply with all regulations concerning the installation, operation, maintenance, and inspection of both above ground and underground storage tanks ("Tanks") including financial responsibility requirements.

ARTICLE 25
Americans with Disabilities Act

Lessee shall comply with the requirements of "The Americans with Disabilities Act" (ADA) as published in the Federal Register, Volume 56, No. 144, and the State of Florida Accessibility Requirements Manual (ARM).

ARTICLE 26
Affirmative Action

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 27
Nondiscrimination

Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Lessee shall use the Airport Premises in

compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate the Lease.

ARTICLE 28
Disadvantaged Business Enterprise

Lessee shall comply with Authority's approved Disadvantaged Business Enterprise (DBE) program submitted in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Office of the Secretary, Part 23, Participation by DBE programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said regulations may be amended. Further provided, that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex. Lessee will include the provisions of this Article in any authorized subleases and cause sublessees to similarly include such provisions in further subleases.

ARTICLE 29
Rights Reserved to Authority

Rights not specifically granted to Lessee by this lease are expressly and independently reserved to Authority. Authority expressly reserves the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

ARTICLE 30
Right to Entry

Authority, through its President/CEO, shall have the right to request from Lessee and to be provided entry to the Premises assigned herein to Lessee for the purposes and to the extent necessary to protect Authority's rights and interest, to provide for periodic inspection of said Premises from the standpoint of safety and health, provided such inspection does not unreasonably interfere with Lessee's business operations, and to check Lessee's compliance with the terms of this Lease.

ARTICLE 31
Right of Flight

Subject to limitations contained in Section 1013 Florida Statutes, it shall be a condition of this Lease that Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by Authority, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

Lessee further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on Premises to such a height to comply with Federal Aviation Regulation, Part 77.

ARTICLE 32
Property Rights Reserved

This Lease shall be subject and subordinate to all the terms and conditions of any instruments and

documents under which Authority acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 33
Signage

33.1 Written Approval

Except with prior written approval of Authority, which may be withheld at Authority's sole discretion, Lessee shall not erect, maintain, or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises to be visible from outside the Premises.

33.2 Removal

Upon the expiration or termination of the Lease, Lessee shall remove, obliterate, or paint out, as Authority may direct, at its sole discretion, all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising. In the event of failure on the part of Lessee to remove, obliterate or paint out each sign or advertising and to so restore the Premises, Authority may perform the necessary work and Lessee shall be bound to pay these costs to Authority.

ARTICLE 34
Quiet Enjoyment

Authority covenants that Lessee shall and may peaceably and quietly have, hold and enjoy the demised Premises and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 35
Mortgage Rights of Lessee

Lessee may mortgage, pledge, or hypothecate its property and leasehold interest provided Lessee as a condition precedent first provides to Authority written evidence that the priority rights of Authority under this Lease will not be adversely affected by such action.

ARTICLE 36
Rent a Separate Covenant

Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges provided in this Lease, it being expressly understood and agreed by the parties that the payment of rent and additional rent is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

ARTICLE 37
Assignment

Lessee shall not assign this Lease, either in whole or in part, without prior written consent of Authority which consent shall not be unreasonably withheld. No request for, or consent to, such assignment shall be considered unless Lessee shall have paid all rentals, fees, and charges which have accrued in favor of Authority and Lessee shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. Authority reserves the right to investigate the financial capacity of the proposed

assignee prior to making its decision. The foregoing notwithstanding, Authority shall not be required to approve an assignment of the Lease prior

ARTICLE 38
Corporate Tenancy

If Lessee is a corporation, the undersigned officer of Lessee hereby warrants and certifies to Authority that Lessee is a corporation in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to Authority. The undersigned officer of Lessee hereby further warrants and certifies to Authority that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this Lease by his or her signature thereto. Authority, before it accepts and delivers this Lease, shall require Lessee to supply it with a Sworn Statement on Public Entity Crimes, Exhibit C attached hereto and incorporated herein, and a certified copy of the corporate resolution authorizing the execution of this Lease by Lessee. If Lessee is a corporation (other than one whose shares are regularly and publicly traded on a recognized stock exchange), Lessee represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the officer or officers executing this Lease or members of his, her or their immediate family. If there shall occur any change in the ownership of and/or power to vote the majority of the outstanding capital stock of Lessee, whether such change or ownership is by sale, assignment, bequest, inheritance, operation of law or otherwise, without the prior written consent of Authority, then Authority shall have the option to terminate this Lease upon thirty (30) days' written notice to Lessee, furthermore, Lessee shall have an affirmative obligation to notify immediately Authority of any such change.

ARTICLE 39
Eminent Domain

In the event that the United States of America or the State of Florida shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Lessee, Lessee shall have no right of recovery whatsoever against Authority but shall make its claim for compensation solely against the United States of America or the State of Florida, as the case may be.

ARTICLE 40
Surrender of Premises

Lessee shall surrender up and deliver the leased Premises to Authority upon termination of this Lease in the same condition as existed at the commencement of the Lease, ordinary wear and tear excepted. Provided Lessee is not in violation of any of the terms and conditions herein or in default in the payment of rents, fees and any charges required under this Lease, Lessee, at the termination of this Lease, shall remove all of its personal property from the Premises forthwith. Failure on the part of Lessee to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to Authority for whatever disposition is deemed to be in the best interest of Authority. Any costs incurred by Authority in the disposition of such personal property shall be borne by Lessee.

ARTICLE 41
No Acceptance of Surrender

No act or thing done by Authority or Authority's agents or employees during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 42
Personal Property

Any personal property of Lessee or of others placed in the leased Premises shall be at the sole risk of Lessee or the owners thereof, and Authority shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from Authority for such damage, destruction, or loss.

ARTICLE 43
Applicable Law and Venue

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Sarasota or Manatee County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the 12th Judicial Circuit Court in and for Sarasota or Manatee County.

ARTICLE 44
Attorney's Fees and Costs

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease the prevailing party in such action shall be entitled to recover costs and attorney's fees, including appellate fees.

ARTICLE 45
Invalidity of Clauses

The invalidity of any portion, article, paragraph, provision, or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 46
Notices and Communications

All notices or other communications to Authority or to Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

Authority:
Sarasota Manatee Airport Authority
Sarasota Bradenton International Airport
6000 Airport Circle
Sarasota, Florida 34243

Lessee:
School District of Manatee County, Florida
215 Manatee Avenue West
Bradenton, FL 34205

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph. Notice may alternatively be given by overnight courier service by a national courier provider.

ARTICLE 47
Subordination of Bond Resolution

This Lease and all rights of Lessee hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by Authority to secure Bond financing. This Lease is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Authority. Authority may amend or modify the Bond Resolution or make any change thereto that does not materially adversely affect Lessee's

rights under this . Conflicts between this Lease and the Bond Resolution shall be resolved in favor of the Bond Resolution.

ARTICLE 48
Federal Right to Reclaim

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall hereupon terminate, and Authority shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Lessee's obligation to pay rent shall cease, however, nothing herein shall be construed as relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 49
Relationship of the Parties

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and Authority shall in no way be responsible therefor.

ARTICLE 50
Miscellaneous

All of the terms and provisions hereof shall be binding upon, and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease, and instruments or documents relating to same, shall be construed under Florida law. This Lease represents the complete Lease between the parties and any prior Leases or representations, whether written or verbal, are hereby superseded. This Lease may subsequently be amended only by written instrument signed by the parties hereto.

ARTICLE 51
Force Majeure

The Authority expressly understands that Lessee relies upon outside funding for this lease and the intended programs to be operated from the Premises, and that the failure to obtain continuous funding can result in the cancellation of this agreement in its entirety upon sixty (60) days written notice from Lessee to Authority without any further financial or other obligation by the Lessee. Such cancellation is consistent and in addition to the term "FORCE MAJEURE" which means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions that preclude use of the Premises for the intended purpose, 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 (other than the payment of rent or other amounts due under the lease) will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, Lessee may elect to terminate this agreement upon written notice. This will release both parties of any and all future obligations except as set forth below.

Lessee's termination rights, notwithstanding, Lessee may not leave the Premises in an unsafe condition or with partially completed construction on the Premises. If Lessee has not completed the construction of Lessee's Improvements, the Lease may not be terminated until Lessee either completed the improvements or returns the Premises to the condition that existed at the commencement of the Lease, unless Authority agrees to accept the Premises in their then existing condition. Prior to commencing construction of Lessee's Improvements, Lessee shall provide documentation reasonably acceptable to Authority reflecting that it has obtained sufficient funding to

complete the Lessee's Improvements, and which funds have been set aside for such purpose.

ARTICLE 52
Lessee's Funding for Improvements and Programming

This Lease agreement and the programing by Lessee is subject to continuous funding by outside parties including the State of Florida. Lessee has not yet received approved funding for the program or funding required to construct Lessee's Improvements and Lessee's obligations under this Lease are contingent upon Lessee obtaining said funding, both to construct the Improvements and to operate Lessee's programs.

ARTICLE 53
DOE Approval

This Lease may be subject to approval by Florida's Department of Education. Lessee agrees to promptly submit the Lease for such approval. If DOE approval is not received on or before May 31, 2023, either party may terminate the Lease by giving written notice to the other party.

(Continued on next page).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

AUTHORITY

SARASOTA MANATEE AIRPORT AUTHORITY

By: _____

Printed Name: Carlos Beruff

Title: Chairman

Date: 05/22/2022

By: _____

Printed Name: Jesse Biter

Title: Secretary

Date: 05/22/2022

LESSEE

SCHOOL DISTRICT OF MANATEE COUNTY

By: _____

Printed Name: Rev. James Golden

Title: Board Chairman

Date: 5-6-2022

By: _____

Printed Name: Cynthia Saunders

Title: Superintendent

Date: 5-6-2022

WITNESSES

AS TO AUTHORITY

By: _____

Printed Name: Dori Guzman

Title: Exec. Assistant

Date: 05.23.22

By: _____

Printed Name: DIANE M DRAKULICH

Title: Properties Coordinator

Date: 5/23/2022

AS TO LESSEE

By: _____

Printed Name: Amanda Means

Title: Agency Clerk

Date: 5-6-2022

By: _____

Printed Name: Kelly Collins

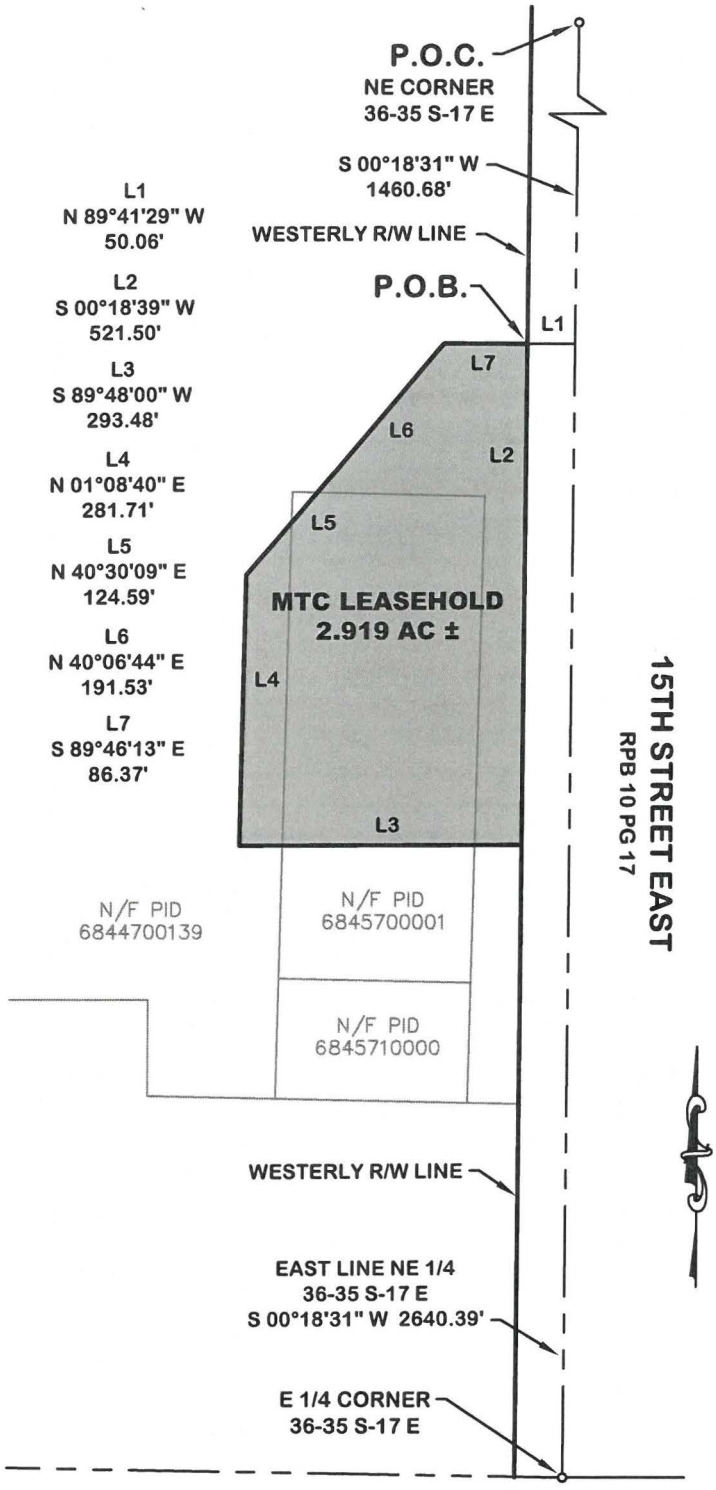
Title: Executive Assistant

Date: 5-6-2022

Approved as to Form:
MT 4/27/22
Mitchell Teitelbaum, Esq.
General Counsel

EXHIBIT A
LEASED PREMISES

EXHIBIT A



A CERTAIN PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00°18'31" W ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 1460.68 FEET; THENCE DEPARTING SAID EAST LINE, N 89°41'29" W, A DISTANCE OF 50.06 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 15TH STREET EAST PER ROAD PLAT BOOK 10, PAGE 17 RECORDED AMONG THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, S 00°18'39" W, A DISTANCE OF 521.50 FEET; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF 15TH STREET EAST, S 89°48'00" W, A DISTANCE OF 293.48 FEET; THENCE N 01°08'40" E, A DISTANCE OF 281.71 FEET; THENCE N 40°30'09" E, A DISTANCE OF 124.59 FEET; THENCE N 40°06'44" E, A DISTANCE OF 191.53 FEET; THENCE S 89°4613" E, A DISTANCE OF 86.37 FEET TO THE POINT OF BEGINNING.

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R/W	RIGHT-OF-WAY
RPB	ROAD PLAT BOOK
PG	PAGE
N/F	NOW OR FORMERLY
NE	NORTHEAST
PID	PARCEL IDENTIFICATION
AC ±	ACRES MORE OR LESS

NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. TITLE WORK WAS NOT SUPPLIED FOR THE PREPARATION OF THIS DESCRIPTION.
3. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36 TOWNSHIP 35 S RANGE 17 E BEING S 00°18'31" W.

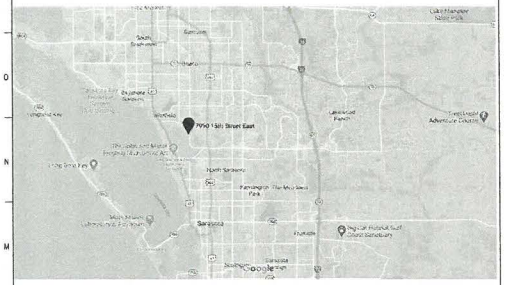
RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

DATE

MTC LEASEHOLD			
SECTION 36 TOWNSHIP 35 S RANGE 17 E	DRAWN: JM	DATE: 11/2020	SCALE: 1" = 200'
AREA DESCRIBED = 2.919 ACRES +/-	CHECKED: RH	PROJECT NUMBER: 19-2414-1	

EXHIBIT B
PLANS AND SPECS

LOCATION MAP

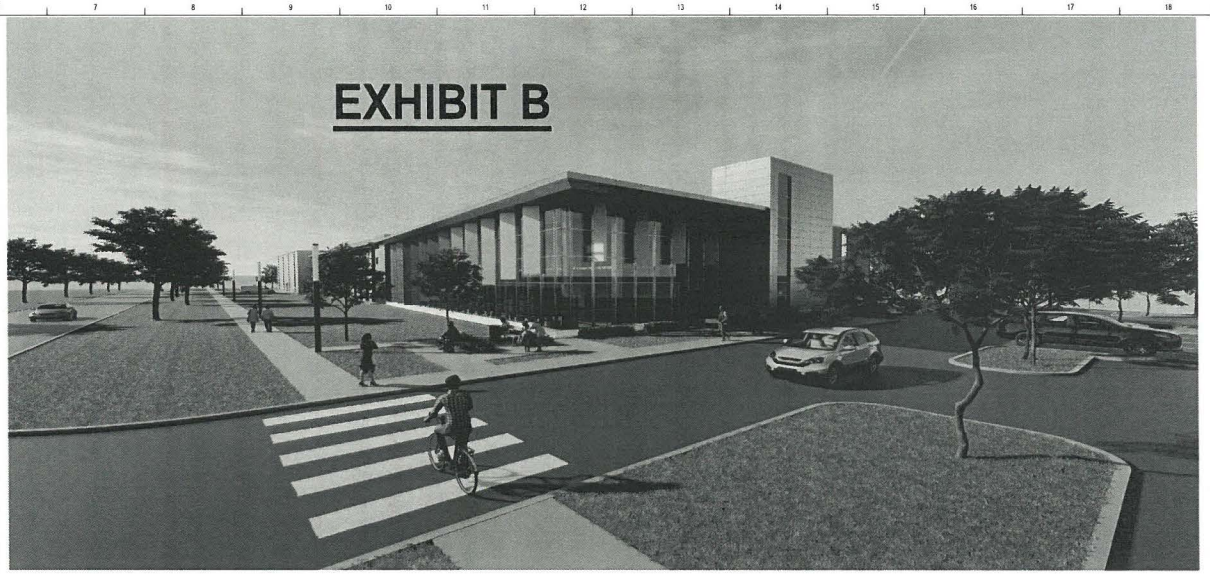


NTS

Design Team

Architecture	SCHENKEL SHULTZ ARCHITECTURE
Civil Engineering	AMERICAN INFRASTRUCTURE DEVELOPMENT, INC.
Landscape	NFC LANDSCAPE ARCHITECTS, INC.
Structural Engineering	BBM STRUCTURAL ENGINEER
Mechanical Engineering	TLC ENGINEERING SOLUTIONS
Electrical Engineering	TLC ENGINEERING SOLUTIONS
Plumbing	TLC ENGINEERING SOLUTIONS
Fire Protection	TLC ENGINEERING SOLUTIONS
Technology	TLC ENGINEERING SOLUTIONS

EXHIBIT B



SHEET INDEX

DRAWING LIST - CIVIL

SHEET NUMBER	SITE PLAN
C001	GENERAL AND SAFETY NOTES
C010	SAFETY PLAN
C020	CONSTRUCTION ACCESS, STAGING AND PHASING PLAN
C100	EXISTING CONDITIONS PLAN
C200	DEMOLITION AND EROSION CONTROL PLAN
C251	EROSION CONTROL DETAIL
C300	SITE AND GEOMETRY PLAN
C351	SITE DETAILS
C352	SITE DETAILS
C353	FENCE DETAILS
C400	GRADING PLAN
C401	GRADING PLAN
C500	SURFACE DRAINAGE PLAN
C501	BUILDING AND HANGAR ROOF DRAINAGE PLAN
C700	UTILITY PLAN
C751	UTILITY DETAILS
C752	UTILITY DETAILS
C753	UTILITY DETAILS
C754	UTILITY DETAILS

DRAWING LIST - LANDSCAPE

SHEET NUMBER	SHEET TITLE
LP001	LANDSCAPE NOTES
LP002	LANDSCAPE NOTES
LP101	LANDSCAPE PLAN
LP102	LANDSCAPE PLAN
LP103	LANDSCAPE PLAN SECOND FLOOR TERRACE
LP201	LANDSCAPE INSTALLATION DETAILS

DRAWING LIST - IRRIGATION

SHEET NUMBER	SHEET TITLE
IR101	IRRIGATION PLAN 2ND FLOOR

DRAWING LIST - STRUCTURAL

SHEET NUMBER	SHEET TITLE
S001	STRUCTURAL GENERAL NOTES
S002	STRUCTURAL GENERAL NOTES
S003	STRUCTURAL GENERAL NOTES
S004	STRUCTURAL GENERAL NOTES
S101.1A	STRUCTURAL PLAN - BUILDING 1 - FOUNDATION (NORTH)
S101.1B	STRUCTURAL PLAN - BUILDING 1 - FOUNDATION (SOUTH)
S101.1C	STRUCTURAL PLAN - BUILDING 2 - FOUNDATION
S102.1A	STRUCTURAL PLAN - BUILDING 1 - FLOOR FRAMING (NORTH)
S102.1B	STRUCTURAL PLAN - BUILDING 1 - FLOOR FRAMING (SOUTH)
S103.1A	STRUCTURAL PLAN - BUILDING 1 - ROOF FRAMING PLAN (NORTH)
S103.1B	STRUCTURAL PLAN - BUILDING 1 - ROOF FRAMING PLAN (SOUTH)
S201	FOUNDATION SECTIONS & DETAILS
S202	FOUNDATION SECTIONS & DETAILS
S301	FLOOR FRAMING SECTIONS & DETAILS
S302	FLOOR FRAMING SECTIONS & DETAILS
S401	ROOF FRAMING SECTIONS & DETAILS
S402	ROOF FRAMING SECTIONS & DETAILS
S501	SCHEDULES

DRAWING LIST - GENERAL

SHEET NUMBER	SHEET TITLE
G001	GENERAL INFORMATION AND ABBREVIATIONS
G002	BIDDING ALTERNATES OVERALL SITE PLAN
G010.1	CODE SUMMARY & CALCULATIONS - BUILDING 1
G010.2	CODE SUMMARY & CALCULATIONS - BUILDING 2
G020	UL ASSEMBLIES
G021	UL ASSEMBLIES
G031	PARTITION TYPES & NOTES
G032	PARTITION TYPES AND DETAILS
G033	TYPICAL PARTITION DETAILS
G034	TYPICAL PARTITION DETAILS
G035	EXTERIOR WALL TYPES
G101	LIFE SAFETY PLAN - OVERALL
G101.1A	LIFE SAFETY PLAN - BUILDING 1 - 1ST FLR - (NORTH)
G101.1B	LIFE SAFETY PLAN - BUILDING 1 - 1ST FLR - (SOUTH)
G101.2	LIFE SAFETY PLAN - BUILDING 2
G102.1A	LIFE SAFETY PLAN - BUILDING 1 - 2ND FLR - (NORTH)
G102.1B	LIFE SAFETY PLAN - BUILDING 1 - 2ND FLR - (SOUTH)

DRAWING LIST - ARCHITECTURAL

SHEET NUMBER	SHEET TITLE
A031.1A	EDGE OF SLAB PLAN - BUILDING 1 -1ST FLR (NORTH)
A031.1B	EDGE OF SLAB PLAN - BUILDING 1 - 1ST FLR (SOUTH)
A031.2	EDGE OF SLAB PLAN - BUILDING 2
A032.1A	EDGE OF SLAB PLAN - BUILDING 1 - 2ND FLR (NORTH)
A032.1B	EDGE OF SLAB PLAN - BUILDING 1 - 2ND FLR (SOUTH)
A101.1A	ARCHITECTURAL PLAN- BUILDING 1 - 1ST FLR (NORTH)
A101.1B	ARCHITECTURAL PLAN - BUILDING 1 - 1ST FLR (SOUTH)
A101.2	ARCHITECTURAL FLOOR PLAN - BUILDING 2
A102.1A	ARCHITECTURAL PLAN - BUILDING 1 - 2ND FLR (NORTH)
A102.1B	ARCHITECTURAL PLAN - BUILDING 1 - 2ND FLR (SOUTH)
A121.1A	DIMENSIONED PLAN - BUILDING 1 -1ST FLR (NORTH)
A121.1B	DIMENSIONED PLAN - BUILDING 1 - 1ST FLR (SOUTH)
A121.2	DIMENSIONED FLOOR PLAN - BUILDING 2
A122.1A	DIMENSIONED PLAN - BUILDING 1 - 2ND FLR (NORTH)
A122.1B	DIMENSIONED PLAN - BUILDING 1 - 2ND FLR (SOUTH)
A140	CEILING LEGEND, NOTES & PLANS
A141.1A	REFLECTED CEILING PLAN - BUILDING 1 - 1ST FLR (NORTH)
A141.1B	REFLECTED CEILING PLAN - BUILDING 1 - 1ST FLR (SOUTH)
A141.2	REFLECTED CEILING PLAN - BUILDING 2
A142.1A	REFLECTED CEILING PLAN - BUILDING 1 - 2ND FLR (NORTH)
A142.1B	REFLECTED CEILING PLAN - BUILDING 1 - 2ND FLR (SOUTH)
A151.1A	ROOF PLAN - BUILDING 1 (NORTH)
A151.1B	ROOF PLAN - BUILDING 1 (SOUTH)
A151.2	ROOF PLAN - BUILDING 2
A160.1	FINISH LEGEND, SCHEDULES AND NOTES
A161.1A	FINISH PLAN - BUILDING 1 -1ST FLR (NORTH)
A161.1B	FINISH PLAN - BUILDING 1 -1ST FLR (SOUTH)
A161.2	FINISH PLAN LEGEND, SCHEDULES AND NOTES - BUILDING 2
A162.1A	FINISH PLAN - BUILDING 1 -2ND FLR (NORTH)
A162.1B	FINISH PLAN - BUILDING 1 -2ND FLR (SOUTH)
A170	EQUIPMENT LEGEND, SCHEDULES AND NOTES
A171.1A	EQUIPMENT PLAN - BUILDING 1 -1ST FLR (NORTH)
A171.1B	EQUIPMENT PLAN - BUILDING 1 -1ST FLR (SOUTH)
A171.2	EQUIPMENT PLAN - BUILDING 2
A172.1A	EQUIPMENT PLAN - BUILDING 1 -2ND FLR (NORTH)
A172.1B	EQUIPMENT PLAN - BUILDING 1 -2ND FLR (SOUTH)
A201.1A	EXTERIOR ELEVATIONS - BUILDING 1 - NORTH & SOUTH
A201.1B	EXTERIOR ELEVATIONS - BUILDING 1 - WEST

DRAWING LIST - ARCHITECTURAL

SHEET NUMBER	SHEET TITLE
A201.1C	EXTERIOR ELEVATIONS - BUILDING 1 - EAST
A201.2A	EXTERIOR ELEVATION - BUILDING 2 - NORTH & SOUTH
A201.2B	EXTERIOR ELEVATIONS - BUILDING 2 - EAST & WEST
A251	INTERIOR ELEVATIONS
A252	INTERIOR ELEVATIONS
A253	INTERIOR ELEVATIONS
A261	TOILET ROOM ELEVATIONS
A262	TOILET ROOM ELEVATIONS
A301.1A	BUILDING SECTIONS
A301.1B	BUILDING SECTIONS
A301.1C	BUILDING SECTIONS
A301.2A	BUILDING SECTIONS
A351.1A	WALL SECTIONS
A351.1B	WALL SECTIONS
A351.1C	WALL SECTIONS
A351.1D	WALL SECTIONS
A351.1E	WALL SECTIONS
A351.2A	WALL SECTIONS
A351.2B	WALL SECTIONS
A381	ENLARGED FLOOR PLANS - STAIRS
A382	ENLARGED FLOOR PLANS - STAIRS / ELEVATORS
A383	STAIR & ELEVATOR SECTIONS
A384	STAIR SECTIONS
A385	STAIR SECTIONS
A386	STAIR SECTIONS
A387	STAIR SECTIONS
A388	DETAILS - STAIRS & ELEVATORS
A460	ENLARGED TOILET LEGEND AND SCHEDULE
A461	ENLARGED FLOOR PLANS - TOILET
A470	ENLARGED TERRACE PLANS
A471	ENLARGED CEILING PLANS
A500	DOOR SCHEDULE/DOOR FRAME AND PANEL TYPES/ WINDOW TYPES
A502	STOREFRONT AND CURTAIN WALL ELEVATIONS/ LOUVER TYPES
A503	STOREFRONT AND CURTAIN WALL ELEVATIONS
A510	DETAILS - DOOR / WINDOW
A511	DETAILS - DOOR / WINDOW
A512	DETAILS - HANGAR DOOR & OVER HEAD DOOR
A513	DETAILS - STOREFRONT AND CURTAIN WALL
A514	DETAILS - STOREFRONT AND CURTAIN WALL
A515	DETAILS - STOREFRONT AND CURTAIN WALL
A516	DETAILS - STOREFRONT AND CURTAIN WALL
A517	DETAILS - STOREFRONT AND CURTAIN WALL
A518	DETAILS - STOREFRONT AND CURTAIN WALL
A519	DETAILS - STOREFRONT AND CURTAIN WALL
A520	DETAILS - STOREFRONT/ CURTAIN WALL/ LOUVER
A521	DETAILS - STOREFRONT/ CURTAIN WALL/ LOUVER
A522	DETAILS - EXTERIOR TERRACE
A523	DETAILS - EXTERIOR
A524	DETAILS - EXTERIOR
A525	EXPANSION JOINT DETAILS
A541	DETAILS - CEILING
A551	DETAILS - EXTERIOR/ ROOF
A552	DETAILS - ROOF
A553	DETAILS - ROOF
A561	DETAILS - INTERIOR
A562	DETAILS - INTERIOR
A563	DETAILS - INTERIOR

DRAWING LIST - FIRE PROTECTION

SHEET NUMBER	SHEET TITLE
FP001.2	FIRE PROTECTION SYMBOLS, LEGEND, NOTES AND INDEX

DRAWING LIST - PLUMBING

SHEET NUMBER	SHEET TITLE
P001	PLUMBING SYMBOLS, LEGEND, NOTES AND INDEX
P002	PLUMBING SITE PLAN
P100.1A	GRAVITY UNDERGROUND FLOOR PLAN - AMTC
P100.1B	GRAVITY UNDERGROUND FLOOR PLAN - AMTC
P100.2	GRAVITY UNDERGROUND FLOOR PLAN - MAINTENANCE
P101.1A	GRAVITY FIRST FLOOR PLAN - AMTC
P101.1B	GRAVITY FIRST FLOOR PLAN - AMTC
P101.2	GRAVITY FIRST FLOOR PLAN - MAINTENANCE
P102.1A	GRAVITY SECOND FLOOR PLAN - AMTC
P102.1B	GRAVITY SECOND FLOOR PLAN - AMTC
P103.1	GRAVITY ROOF PLAN - AMTC
P201.1A	PRESSURE FIRST FLOOR PLAN - AMTC
P201.1B	PRESSURE FIRST FLOOR PLAN - AMTC
P201.2	PRESSURE FIRST FLOOR PLAN - MAINTENANCE
P202.1A	PRESSURE SECOND FLOOR PLAN - AMTC
P202.1B	PRESSURE SECOND FLOOR PLAN - AMTC
P301	PLUMBING ISOMETRICS
P302	PLUMBING ISOMETRICS
P303	PLUMBING ISOMETRICS
P304	PLUMBING ISOMETRICS
P305	PLUMBING ISOMETRICS
P306	PLUMBING ISOMETRICS
P501	PLUMBING DETAILS
P502	PLUMBING DETAILS

DRAWING LIST - MECHANICAL

SHEET NUMBER	SHEET TITLE
M001	MECHANICAL SYMBOLS, LEGEND, NOTES AND INDEX
M101.1A	LEVEL 1 - MECHANICAL FLOOR PLAN - DUCTWORK - AMTC
M101.1B	LEVEL 1 - MECHANICAL FLOOR PLAN - DUCTWORK - AMTC
M101.2	LEVEL 1 - MECHANICAL FLOOR PLAN - DUCTWORK - MAINTENANCE
M102.1A	LEVEL 2 - MECHANICAL FLOOR PLAN - DUCTWORK - AMTC
M102.1B	LEVEL 2 - MECHANICAL FLOOR PLAN - DUCTWORK - AMTC
M103.1A	ROOF LEVEL - MECHANICAL FLOOR PLAN - DUCTWORK - AMTC
M103.1B	ROOF LEVEL - MECHANICAL FLOOR PLAN - DUCTWORK - AMTC
M301	MECHANICAL SECTIONS
M501	MECHANICAL DETAILS
M502	MECHANICAL DETAILS
M503	MECHANICAL DETAILS
M504	MECHANICAL DETAILS
M505	MECHANICAL DETAILS
M601	MECHANICAL CONTROLS
M602	MECHANICAL CONTROLS
M603	MECHANICAL CONTROLS
M604	MECHANICAL CONTROLS
M605	MECHANICAL CONTROLS
M801	MECHANICAL SCHEDULES
M802	MECHANICAL SCHEDULES
M803	MECHANICAL SCHEDULES
M804	MECHANICAL SCHEDULES
M805	MECHANICAL SCHEDULES

DRAWING LIST - ELECTRICAL

SHEET NUMBER	SHEET TITLE
E001	ELECTRICAL SYMBOLS, LEGEND, NOTES AND INDEX
E002	ELECTRICAL GENERAL NOTES
E100	ELECTRICAL SITE PLAN
E101.1A	LEVEL 1 ELECTRICAL POWER & SYSTEMS FLOOR PLAN - AMTC
E101.1B	LEVEL 1 ELECTRICAL POWER & SYSTEMS FLOOR PLAN - AMTC
E101.2	LEVEL 1 ELECTRICAL POWER & SYSTEMS FLOOR PLAN - MAINTENANCE
E102.1A	LEVEL 2 ELECTRICAL POWER & SYSTEMS FLOOR PLAN - AMTC
E102.1B	LEVEL 2 ELECTRICAL POWER & SYSTEMS FLOOR PLAN - AMTC
E103.1	ROOF LEVEL - ELECTRICAL POWER & SYSTEMS FLOOR PLAN - AMTC
E201.1A	LEVEL 1 ELECTRICAL LIGHTING FLOOR PLAN - AMTC
E201.1B	LEVEL 1 ELECTRICAL LIGHTING FLOOR PLAN - AMTC
E201.2	LEVEL 1 ELECTRICAL LIGHTING FLOOR PLAN - MAINTENANCE
E202.1A	LEVEL 2 ELECTRICAL LIGHTING FLOOR PLAN - AMTC
E202.1B	LEVEL 2 ELECTRICAL LIGHTING FLOOR PLAN - AMTC
E300	ELECTRICAL POWER & SYSTEMS ENLARGED PLANS
E500	ELECTRICAL RISER DIAGRAM
E600	ELECTRICAL SCHEDULES
E601	ELECTRICAL PANEL SCHEDULES - AMTC
E602	ELECTRICAL PANEL SCHEDULES - AMTC
E603	ELECTRICAL PANEL SCHEDULES - MAINTENANCE
E700	ELECTRICAL DETAILS
E701	ELECTRICAL DETAILS
E702	ELECTRICAL DETAILS

DRAWING LIST - TECHNOLOGY

SHEET NUMBER	SHEET TITLE
T001	TECHNOLOGY - SYMBOLS, LEGEND, NOTES AND INDEX
T100	TECHNOLOGY SITE PLAN - SRQ FIBER LOOP
T100.1	TECHNOLOGY SITE PLAN - HANGARS
T101.1A	LEVEL 1 - TECHNOLOGY FLOOR PLAN - AMTC
T101.1B	LEVEL 1 - TECHNOLOGY FLOOR PLAN - AMTC
T101.2	LEVEL 1 - TECHNOLOGY FLOOR PLAN - MAINTENANCE
T102.1A	LEVEL 2 - TECHNOLOGY FLOOR PLAN - AMTC
T102.1B	LEVEL 2 - TECHNOLOGY FLOOR PLAN - AMTC
T103.1B	ROOF LEVEL - TECHNOLOGY FLOOR PLAN - AMTC
T301	TECHNOLOGY ENLARGED PLANS
T302	TECHNOLOGY RACK ELEVATIONS
T401	TECHNOLOGY RISER DIAGRAMS 1
T402	TECHNOLOGY RISERS DIAGRAMS 2
T501	TECHNOLOGY DETAILS 1
T502	TECHNOLOGY DETAILS 2
T503	TECHNOLOGY DETAILS 3
T504	TECHNOLOGY DETAILS 4

SCHENKELSHULTZ
ARCHITECTURE
200 E. Robinson Street
Suite 300
Orlando, Fl 32801
voice 407-872-3322
fax 407-872-3303
schenkelshultz.com
SS Lic. No. AA-C000937

CONFIDENTIAL COPYRIGHT 2019 SCHENKEL & SHULTZ INC.
SEE WWW.SCHENKELSHULTZ.COM/COPYRIGHT FOR POLICY AND INFORMATION

REVISIONS

MARK	DESCRIPTION	DATE

MTC Plans & Specifications

7990 15TH ST EAST, SARASOTA, FL 32243

srq

SARASOTA MANATEE AIRPORT AUTHORITY
6000 AIRPORT CIRCLE
SARASOTA, FL 34243

ISSUE DATE: 7/29/2020
COMM. NO.: 1920721

DRAWN BY: Author CHECKED BY: Checker

COVER

G000

NOT ISSUED FOR CONSTRUCTION

BID SET

EXHIBIT C
SWORN STATEMENT PURSUANT TO FLORIDA STATUTES
SECTION 287.122(3)(A)

EXHIBIT C

ATTACHMENT TO
School District of Manatee County General Ground Lease

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1 This sworn statement is submitted to SARASOTA MANATEE AIRPORT AUTHORITY

by Cynthia Saunders, Superintendent
(print individual's name and title)

for Manatee County School District
(print name of entity submitting sworn statement)

whose business address is 215 Manatee Avenue W
Bradenton, FL 34206-9069

and, (if applicable) its Federal Employer Identification Number (FEIN) is 59-6000728

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) _____

2 I understand that a "public entity crime" as defined in Paragraph 287 133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3 I understand that "convicted" or "conviction" as defined in paragraph 287 133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty of nolo contendere

4 I understand that an "affiliate" as defined in Paragraph 287 133(1)(a), Florida Statutes, means

(1) A predecessor or successor of a person convicted of a public entity crime, or

(2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months is considered an affiliate

5 I understand that a "person" as defined in Paragraph 287 133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate by placing a check (□) in front of the appropriate statement **Check only one statement**)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime subsequent to July 1, 1989 However, there was a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY, PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287 017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE AFFECTING THE CORRECTNESS OF THE INFORMATION CONTAINED IN THIS SWORN STATEMENT

_____ 5-6-22
(Signature) (Date)

Cynthia Saunders
(Printed Name)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of May, 2022 by Cynthia Saunders who is ☑ personally known to me or ☐ has produced _____ as identification.

_____
Signature of Notary Public

LISA A. ENDRISS
Printed Name of Notary Public

My Commission Expires July 15, 2022

LISA A. ENDRISS
Notary Public - State of Florida
Commission # GG 204842
My Comm. Expires Jul 15, 2022
Bonded through National Notary Assn.

SEAL

Approved as to Form:
MT 4/27/22
Mitchell Teitelbaum, Esq.
General Counsel

AGENDA ITEM NO. 9.27

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase NoRedInk Licenses and Services, SDMC No. 26-0035-BS, Estimated in the Amount of $175,000.00 (General Fund)

Executive Summary

NoRedInk has been used in our District since 2022-2023 with ELA and Reading Teachers in secondary schools. NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven by data and aligned to the B.E.S.T. standards and other national assessments. Included with this purchase is full access to NoRedInk's writing instructional platform, diagnostic tools, growth tracking tools, alignment to FL state standards, AP Language standards, ACT, SAT, and NWEA MAP, text-to-speech functionality, long form passage practice, Peer Review, Quick Writes, Guided Drafts, and Self Review.

Site licenses will provide access to all secondary students and teachers in all content areas. There is an extensive library of materials that are mapped out to target high frequency test items, while also adjusting to meet students' individual needs overall. The SAT/ACT component can also be used for any secondary student who would like to practice test taking skills prior to taking the SAT/ACT, including those students who are working towards a concordant score for graduation.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract period is July 01, 2025 through June 30, 2026.

Historical Expenditures are as follows:

- YTD 2024 – 2025 $164,074.92 (07-01-2024 – 04-29-25)
- 2023-2024 $154,253.91
- 2022-2023 $159,514.00

Florida Statutes Section 1010.04(4)(a) ”The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(11) states, “The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.”

Subsection 6A-1.012(14) F.A.C. states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.”

This item aligns with the District’s Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
Approval to Purchase NoRedInk licenses and services, SDMC No. 26-0035-BS, estimated in the amount of $175,000.00 (General Fund).

Financial Impact
The funding source for these expenditures will be CERP allocated funds within the General Fund and is included in the Curriculum and Professional Learning Department proposed budget for the 2025-2026.

Contact
Submitting Departments: Curriculum and Professional Learning
Initiated By: Tiffany Spradling and Derek Jensen

Attachments:
NoRedInk Agreement w SDMC Rider

noredink

Order Form NRI-49191

Customer name: Manatee County School District

Primary contact name:

Primary contact email:

NoRedInk Remittance Address for Checks:
NoRedInk Corp.
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
PO Box 9069
Bradenton, Florida 34206
United States

Will a PO be required? (If Yes, please provide form)

Billing email:

Billing contact name:

Service start date:
07-01-2025
Service end date:
06-30-2026
Payment terms:
Upfront
Billing terms:
Net 30

noredink

Order Form NRI-49191

SUMMARY					
PRODUCT	SCHOOL	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
District Licensing	W D Sugg Middle School	NoRedInk Premium for up to 1037 students.	$0.00	1	$0.00
District Licensing	Dr Mona Jain Middle School	NoRedInk Premium for up to 977 students.	$0.00	1	$0.00
District Licensing	Electa Arcott Lee Magnet Middle School	NoRedInk Premium for up to 734 students.	$0.00	1	$0.00
District Licensing	Lakewood Ranch High School	NoRedInk Premium for up to 2383 students.	$0.00	1	$0.00
District Licensing	Lincoln Memorial Middle School	NoRedInk Premium for up to 728 students.	$0.00	1	$0.00
District Licensing	Louise R Johnson K-8 School of International Studies	NoRedInk Premium for up to 452 students.	$0.00	1	$0.00
District Licensing	Manatee High School	NoRedInk Premium for up to 1980 students.	$0.00	1	$0.00
District Licensing	Martha B King Middle School	NoRedInk Premium for up to 866 students.	$0.00	1	$0.00
District Licensing	Palm View K-8 School	NoRedInk Premium for up to 259 students.	$0.00	1	$0.00
District Licensing	Palmetto High School	NoRedInk Premium for up to 2063 students.	$0.00	1	$0.00
District Licensing	Parrish Community High School	NoRedInk Premium for up to 2037 students.	$0.00	1	$0.00
District Licensing	Bayshore High School	NoRedInk Premium for up to 1395 students.	$0.00	1	$0.00
District Licensing	Braden River High School	NoRedInk Premium for up to 1802 students.	$0.00	1	$0.00
District Licensing	Braden River Middle School	NoRedInk Premium for up to 840 students.	$0.00	1	$0.00

District Licensing	Buffalo Creek Middle School	NoRedInk Premium for up to 1123 students.	$0.00	1	$0.00
District Licensing	Carlos E Haile Middle School	NoRedInk Premium for up to 751 students.	$0.00	1	$0.00
District Licensing	R Dan Nolan Middle School	NoRedInk Premium for up to 766 students.	$0.00	1	$0.00
District Licensing	Southeast High School	NoRedInk Premium for up to 1655 students.	$0.00	1	$0.00
District NoRedInk Premium	Manatee County School District	NoRedInk Premium for designated students.	$162,766.00	1	$162,766.00
District Licensing	Barbara Harvey Elementary School	NoRedInk Premium for up to 150 students.	$0.00	1	$0.00
			TOTAL:		$162,766.00

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: jack.marone@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: NoRedInk Master Services Agreement. The Data Protection Addendum is available at: NoRedInk Data Protection Addendum

NoRedInk Corp. Signature	Manatee County School District Signature
Signature: **Name:** **Title: Head of Customer Success** **Date:**	**Signature:** **Name:** **Title:** **Email:** **Date:**

noredink

Order Form NRI-52911

Customer name: Manatee County School District

Primary contact name:

Primary contact email:

NoRedInk Remittance Address for Checks:
NoRedInk Corp.
PO Box 92507
Las Vegas, NV 89193-2507

Billing address:
PO Box 9069
Bradenton, Florida 34206
United States

Will a PO be required? (If Yes, please provide form)

Billing email:

Billing contact name:

Service start date:
07-01-2025
Service end date:
06-30-2026
Payment terms:
Upfront
Billing terms:
Net 30

SUMMARY

PRODUCT	SCHOOL	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
Onsite Training	Manatee County School District	These sessions are delivered live and onsite by a NoRedInk trainer and covers between 60-80 participants per day. One trainer can support up to 20 participants in a single session	$4,400.00	2	$8,800.00
Live Virtual Training	Manatee County School District	Each virtual training session can have up to 20 teachers.	$550.00	2	$1,100.00
			TOTAL:		$9,900.00

- Start date will be as stated or later pending receipt of signatures and any required documents (PO and tax exempt certificates, as applicable).
- End date will be as stated or later to maintain the term length.
- If applicable, all unused Premium training services will expire annually on the service end date.
- Training dates can only be confirmed after order forms are signed by both parties.
- If applicable, state sales tax will be added to your invoice unless proof of exemption has been received by NoRedInk prior to invoicing.

Please sign and return to: jack.marone@noredink.com

Contract terms: This Order Form incorporates and is subject to the Master Services Terms — collectively the “Agreement” — and constitutes a binding contract entered into by and between NoRedInk Corp. (“NoRedInk”), a Delaware corporation with its principal place of business at 548 Market Street, PMB 66984, San Francisco, CA 94105, and the entity listed below as client (“Client”). The Master Services Terms are available at: NoRedInk Master Services Agreement. The Data Protection Addendum is available at: NoRedInk Data Protection Addendum

NoRedInk Corp. Signature	Manatee County School District Signature
Signature: **Name:** **Title: Head of Customer Success** **Date:**	**Signature:** **Name:** **Title:** **Email:** **Date:**

SCHOOL BOARD OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

   For information on JLA, requirements visit http:/ /www.manateeschools.net/jessicalunsford, The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

6. **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is

performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

15. **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

19. **SEVERABILITY:** If any one or more of the prov1s1ons of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

20. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

24. **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor **will in** no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

25. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

26. **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

27. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

28. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

29. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from

performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

32. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

33. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

36. **CERTIFICATION REGARDING SCRUTINIZED ACTIVITIES:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A - Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C- Contractor Affidavit Regarding the Use of Coercion for Labor and Services

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision **in** the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

Contractor Date	Deputy Superintendent (up to $49,999.99) Date
School Principal Date	Superintendent (up to $99,999.99) Date
General Counsel Date Approved as to Form and Legal Content	Board Chair (over $100,000.00) Date
Director of Purchasing (up to $24,999.99) Date	

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

Exhibit B
Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 -Grants and Agreements
Subtitle A -Office of Management and Budget Guidance for Grants and Agreements
Chapter II -Office of Management and Budget Guidance
Part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4{b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

/. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

EXHIBIT C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____ _____

Signature of Authorized Representative Date

AGENDA ITEM NO. 9.28

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Purchase(s) of Virtual Bookstore Services, SDMC No.26-0008-BS, Estimated in the Amount of $135,000.00 Annually (Multiple Funding Sources)

Executive Summary
Manatee Technical College (MTC) is transitioning from its current textbook provider, Akademos, whose contract expires on June 30, 2025. In preparation for a new contract, MTC gathered feedback from administration, staff, and instructors to identify the essential services needed from the next textbook provider. The key services required include a virtual bookstore, financial aid processing, and bulk purchasing capabilities.

Barnes and Noble College DBA MBS Direct, LLC ("BNC Virtual") has been selected as the new textbook provider to meet these needs. The virtual bookstore will allow students to purchase new and used textbooks online, with the option for home delivery and a buyback program. This service will enhance convenience and efficiency for students, eliminating the need for physical visits to the Main Campus. Additionally, Barnes and Noble will collaborate with MTC's Financial Aid department to implement a textbook voucher program for students receiving financial aid or third-party payments. The provider will also handle bulk purchasing requests for dual-enrolled students and classroom resources, ensuring that MTC can continue to support its students' academic success.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 1, 2025 through January 12, 2030 and will renew annually upon agreement

Historical expenditures are as follows:
- YTD 2024 – 2025 (07-01-2024 – 03-30-2025) $88,753.55
- 2023 - 2024 $96,536.55
- 2022 - 2023 $75,462.27

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Subsection 6A-1.012(14) F.A.C. states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and

employment opportunities

Recommendation
The Superintendent recommends approval of the purchase(s) of virtual bookstore services, SDMC No.26-0008-BS, estimated in the amount of $135,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for these expenditures are Grant Funds, General Funds, and Internal Accounts, and is included in Manatee Technical College proposed budget for 2025-2026.

Contact
Submitting Departments: Adult, Career and Technical and Purchasing
Initiated By: Dr. Paul Gansemer

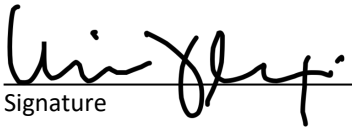
Attachments:
Barnes n Noble Agreement

MBS Direct ("BNC Virtual") Services Agreement

CUSTOMER INFORMATION		
Customer Name: **Manatee Technical College**	Program Served: A**ll Students**	
Contact Person: **Beth Sharp Tolly**		Phone: **941.708.8770 Ext 41157**
Email: **sharpb@manateeschools.net**		
Street Address: **6305 State Road 70 East**		
City: **Bradenton**	State: **FL**	ZIP: **34203**
BILLING INFORMATION		
Contact Person: **Beth Sharp Tolly**		Phone: **941.708.8770 Ext 41157**
Email: **sharpb@manateeschools.net**		
Street Address: ****SAME AS ABOVE****		
SERVICES TO BE PROVIDED		
MBS Direct Online Bookstore service, as further described on **Exhibit A and Exhibit B** to this agreement.		
Effective Date: **Upon Final Signature**		
Term of Agreement: **5 years**		
Fees/Commission: **Print Commission: 8%** **Rental Commission: 8%** **Digital Commission: 3%** **Shipping Promotion: Free Shipping on orders over $99 for 6 total weeks per year.**		

Agreement

By signing below, this agreement ("Agreement") is hereby entered into as of the Effective Date set July 1, 2025, and between MBS Direct, LLC ("BNC Virtual") and the customer listed above ("Customer"). The Agreement includes the above Customer Information Sheet, the attached BNC Virtual Terms and Conditions, and all Order Form(s) and Exhibits attached hereto, all of which are hereby incorporated by this reference.

For MBS Direct, LLC	***For Manatee Technical College***
	
Signature	Signature
William J. Dampier	
Printed Name	Printed Name
EVP and General Manager	
Title	Title
March 4, 2025	
Date	Date

BNC Virtual Terms and Conditions

1. BNC Virtual Responsibilities. Subject to Customer's compliance with the provisions of this Agreement, BNC Virtual will provide Customer with the services specified in the Order Form and further described in the Exhibits (collectively, the "Services") during the Term (as defined below).

2. Customer Responsibilities. Customer shall perform those obligations set forth in the Agreement that are specified as being Customer's responsibility and otherwise cooperate with BNC Virtual as requested to enable the provision of the Services. In addition to any obligations set forth in the Exhibits, Customer is also responsible for validating a student's right for a voucher sale and the establishment of a student credit limit for that voucher sale (Customer assumes all responsibility for any fraudulent use of vouchers by students).

3. Fees; Payment. Customer must pay all invoices issued under this Agreement in U.S. dollars and no more than thirty (30) days from the invoice date. If invoices remain unpaid after such date, BNC Virtual may suspend Services and/or withhold commissions as provided in the Exhibits to setoff amounts past due. BNC Virtual may elect to charge one percent (1%) interest penalty, per month, on all outstanding balances over thirty (30) days past due until paid in full, as permitted by law. Customer shall pay when due, or shall reimburse BNC Virtual for its payment of, all taxes, fees or assessments of whatever kind or nature now or hereafter imposed by any governmental authority upon any Services (excluding taxes based upon BNC Virtual's income), and any taxes paid by BNC Virtual to, or on behalf of, any of its service providers. Unless Customer provides BNC Virtual with either a sales tax exemption certificate or a resale certificate, the invoice will include sales tax where required by law. Timely payment of amounts owed BNC Virtual is a condition precedent to all of BNC Virtual's obligations under this Agreement.

4. Customer Data. BNC Virtual shall maintain commercially reasonable physical and logical security measures to maintain the security of the Services and any Customer data, including physical access controls, intrusion detection, off-site backup, and the use of firewalls and virus detection software designed to prevent unauthorized access to the Services and such data.

To the extent BNC Virtual receives education records from Customer under this Agreement, BNC Virtual shall comply with applicable state and federal laws and regulations, including the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). For the avoidance of doubt, Customer is solely responsible for complying with FERPA's requirements with respect to annual notification of rights to its students.

5. Term; Termination.

a. Term. The term of this Agreement will commence on the Effective Date and continue until June 30, 2030, unless earlier terminated by either party as permitted in this Agreement (the "Initial Term"). This Agreement will automatically renew upon the end of the Initial Term for additional one (1)-year periods (each a "Renewal Term" and together with the Initial Term, the "Term") unless either party provides the other party written notice of its intent not to renew at least thirty (30) days prior to the end of the Initial Term or the then-current Renewal Term.

b. Termination.

(i) **Termination for Material Breach**. Either party may terminate the Agreement if the other party fails to cure a material breach of the Agreement within thirty (30) days of written notice from the non-breaching party describing the breach.

(ii) Termination For Convenience. BNC Virtual or Customer may terminate for any reason or no reason upon one hundred twenty (120) days written notice to the other party provided that an upcoming term book list has not already been received that BNC Virtual has begun acquiring inventory for. If inventory has already been acquired, then customer may terminate following the completion of that term.

c. Effect of Termination; Survival. Upon the expiration or termination of this Agreement for any reason, all rights and obligations of the parties hereunder will terminate except (i) outstanding payment obligations, which will immediately become due and (ii) the rights and obligations under Sections 3, 4, 5.c, 6, 7, 8, 11, 12 and 13 will survive.

6. Indemnification.

a. By Customer. Customer, to the extent permitted by applicable law, will indemnify, defend, and hold harmless BNC Virtual and its affiliates, and each of their directors, officers, members, employees, agents, and contractors (collectively, "BNC Virtual Indemnified Parties"), from and against all claims, demands, suits, settlements, damages, losses, costs (including reasonable attorney's fees), expenses and proceedings (collectively, "Claims") made or brought against an BNC Virtual Indemnified Party by a third party alleging (i) that any Customer-provided materials, or the BNC Virtual Indemnified Party's use thereof, violates, infringes or misappropriates such third party's intellectual property (including moral), contractual, privacy, publicity, personality or other rights or violates applicable law; (ii) a material breach of this Agreement by Customer; (iii) Customer's gross negligence or willful misconduct; or (iv) violation of the law by Customer, except to the extent such Claim is caused by BNC Virtual.

b. By BNC Virtual. BNC Virtual will indemnify, defend, and hold harmless Customer against all Claims made or brought against Customer by a third party alleging (i) the Service violates, infringes or misappropriates such third party's intellectual property rights; (ii) a material breach of this Agreement by BNC Virtual; (iii) BNC Virtual's gross negligence or willful misconduct; or (iv) violation of the law by BNC Virtual (each of (i)-(iv), a "Claim Against Customer"). If BNC Virtual receives information about an infringement or misappropriation claim related to the Service, BNC Virtual may in its sole and absolute discretion and at no cost to Customer (w) modify the Service so that it no longer infringes or misappropriates, (x) obtain a license to continue use of the Service, (y) use a different Service with materially similar functionality, or (z) terminate this Agreement in accordance with the terms hereof. Notwithstanding the foregoing, BNC Virtual will have no obligations under this Section 6 or any liability to the extent the Claim Against Customer arises from (1) content, software or materials provided by Customer or a third party selected by Customer, (2) the combination of such Customer content, software, or materials with the Service, (3) misuse, abuse or modification of Service by Customer or other use by Customer of the Service not permitted by this Agreement, (4) customization of the Service at Customer's instruction, or (5) Customer's breach of this Agreement. BNC Virtual's obligations in this paragraph are its sole obligations, and Customer's sole remedy, for any third-party claim against Customer related to the Service.

c. Procedure. The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any Claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall promptly and diligently conduct the defense or settlement of any such Claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party at the Indemnifying Party's sole expense. The Indemnified Party shall have the right to participate in such defense at its own expense. The Indemnifying Party shall keep the Indemnified Party fully advised with respect to the Claim. The Indemnifying Party shall not settle, compromise, or otherwise enter into any agreement regarding the disposition of any Claim against the Indemnified Party without the prior written consent of the Indemnified Party unless such settlement, compromise or disposition (i) provides for a complete and unconditional release of the Indemnified Party with respect to the Claim, (ii) does not include a statement as to, or an admission of, fault, culpability or failure to act by or on behalf of the Indemnified Party, and (iii) does not impose any ongoing payment obligation on the Indemnified Party. The indemnification obligations in this Section 6 shall not be limited by any limitation on the amount or type of damages available or awarded to the Indemnified Party, or by any coverage provided by any insurance policy of the Indemnifying Party and regardless of whether such policy is required by this Agreement.

7. Disclaimer. BNC VIRTUAL DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND BNC VIRTUAL, ON BEHALF OF ITSELF AND ITS AFFILIATES, THIRD-PARTY PROVIDERS AND LICENSORS, PROVIDES THE SERVICES "AS-IS" AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, SECURITY, QUALITY, TITLE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO WARRANTY WILL ARISE FROM A COURSE OF DEALING OR TRADE CUSTOM. BNC VIRTUAL DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICES WILL BE CONTINUOUSLY AVAILABLE, ERROR-FREE, VIRUS-FREE, ACCURATE, COMPLETE, OR COMPLETELY SECURE. BNC VIRTUAL WILL NOT BE LIABLE IN ANY WAY RELATED TO ANY THIRD-PARTY WEBSITES OR THIRD-PARTY CONTENT, DATA, APPLICATIONS OR SYSTEMS.

8. Limitation of Liability. NEITHER BNC VIRTUAL NOR ITS AFFILIATES, THIRD-PARTY PROVIDERS OR LICENSORS WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY LOST INCOME, LOST PROFITS, LOST DATA OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, HOWEVER ARISING, REGARDLESS OF WHETHER THE CLAIM IS BASED ON TORT (INCLUDING NEGLIGENCE), CONTRACT, BREACH OF WARRANTY OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER THE LOSS OR DAMAGES WERE FORESEEABLE, AND EVEN IF BNC VIRTUAL OR ITS AFFILIATE, THIRD-PARTY PROVIDER OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. BNC VIRTUAL'S AND ITS AFFILIATES', THIRD-PARTY PROVIDERS' AND LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT CUSTOMER PAID TO BNC VIRTUAL IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM (OR FIRST CLAIM IN A SERIES OF RELATED CLAIMS). THE LIMITATIONS IN THIS SECTION 8 WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Exclusive Affiliation. The Parties intend that BNC Virtual be the exclusive "official" provider of online bookstores and other services similar to the Services to Customer and its faculty and students. Without limitation, Customer agrees that during the Term: (a) Customer will not endorse or designate another provider as an "official", "authorized" or like provider of such services or itself offer such services; (b) Customer will ensure that BNC Virtual is the exclusive retailer for adopted course materials submitted to BNC Virtual under this Agreement; and (c) Customer shall submit adoption lists for the courses covered under this Agreement exclusively to BNC Virtual.

BNC Virtual shall be Customer's exclusive retail buyer and seller of all required, recommended or suggested course materials and supplies, including books delivered in all formats (digital, rental, new, or used), course packs, interactive or other courseware, computer software containing learning content, textbook rentals, open educational resources available for purchase, and materials published or distributed electronically, through the Customer's learning management system ("LMS") sold over the Internet, or through hosted e-commerce links. BNC Virtual will provide exclusive on-line services through the Bookstore website including fulfillment of any distance learning material needs during the term of this Agreement. Without limitation, Customer agrees that during the term of this Agreement: (x) Customer will not endorse or designate another provider as an "official", "authorized" or like provider of such services or itself offer such services; (y) Customer will ensure that BNC Virtual is the exclusive retailer for adopted course materials submitted to BNC Virtual under this Agreement, and (z) Customer shall submit adoption lists for the courses covered under this Agreement exclusively to BNC Virtual.

The parties acknowledge and agree (i) BNC Virtual shall be the exclusive retail (e-commerce) entity permitted to either place a link on the LMS or accept sales directly from Customer's students and/or as part of a course charge through the LMS and (ii) Customer shall prohibit all third parties, including but not limited to publishers and sellers of textbooks and course materials, from placing direct links within the LMS or soliciting sales directly from Customer students and faculty through the LMS. In the event any such third parties place a link on the LMS permitting direct sales of textbooks or course materials to Customer students, Customer shall remove and disable such links and retail functionality.

10. Publicity. Customer agrees that BNC Virtual may publicize the relationship between the parties and use Customer's name in promotional and marketing materials and as may be required in any of BNC Virtual's public filings.

11. Ownership; Restrictions; Feedback. Customer acknowledges and agrees that the Services, the technology used to provide the Services, BNC Virtual's trademarks, and all BNC Virtual websites and mobile applications, metadata and data collected in the course of providing the Services, including all patents, copyrights, trademarks, trade secrets, moral rights and other intellectual property rights therein and thereto (collectively, "MBS IP"), are and

will remain owned exclusively by BNC Virtual and, as applicable, BNC Virtual's licensors. Customer does not and will not claim any ownership or other proprietary rights in or to any MBS IP and will not hold itself out as having any rights therein. All rights (if any) not expressly granted herein are reserved by BNC Virtual, and no rights will be granted by implication, estoppel, or otherwise. For clarity, BNC Virtual is not obligated to provide or give Customer access to any MBS IP except as required for BNC Virtual or Customer to perform their respective obligations hereunder. Customer will not attempt to decompile, reverse engineer or otherwise attempt to obtain source code in any MBS IP, nor will Customer attempt to circumvent, disable or defeat any security feature in any MBS IP. To the extent Customer has feedback on the Services ("Feedback"), Customer agrees to grant to BNC Virtual (and hereby does grant) an exclusive, perpetual, irrevocable, royalty free, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform and otherwise exploit such Feedback without restriction or prior approval or compensation of any kind.

12. Confidentiality. During the term of this Agreement, each party may be provided information that relates to the other party's financial, marketing, or customer information, research, development, business activities, products, services, technical knowledge, and personally identifiable student and employee information. To the extent permitted by law, including any public record disclosure law that may be applicable, all such information (including the Agreement itself) shall be deemed "Confidential Information". Each party may use the Confidential Information of the other party only in connection with the specific duties authorized by this Agreement and shall not, directly or indirectly, use, copy, disclose, or disseminate to any other person or entity any Confidential Information. Each party agrees to protect the confidentiality of the Confidential Information in the same manner that it protects its own confidential information but with no less than a reasonable standard of care. The obligations set forth herein shall not apply to any Confidential Information that becomes known to the public through lawful means and without violation of any law or agreement not to disclose such Confidential Information.

Each party further agrees it shall cause its personnel and representatives to agree to be bound by the terms of this Agreement and be responsible for any of their breach thereof. To the extent legally permissible, each party agrees to notify the other party of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure. If a party is required by an interrogatory, subpoena, civil investigative demand, or similar process to disclose any Confidential Information, to the extent legally permissible, such party shall promptly provide written notice to the other party so the other party may seek to avoid or minimize the required disclosure or, in the discretion of the disclosing party, waive compliance with the provisions of this Agreement. The terms of this Section 12 shall survive the expiration or termination of this Agreement.

13. General Terms.

a. Entire Agreement. This Agreement, including all attachments hereto, which are hereby incorporated into this Agreement by this reference, contains the entire agreement of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between the parties regarding such subject matter. In the event of any conflict or inconsistency between the Exhibits or Order Forms and these Terms and Conditions, these Terms and Conditions will prevail. This Agreement shall be binding upon and shall inure to the benefit of Customer and BNC Virtual and their successors and permitted assigns. This Agreement is enforceable only by Customer and BNC Virtual, and there are no third-party beneficiaries under or pursuant to the terms of this Agreement.

b. Amendments; Waivers; Further Assurances. This Agreement may only be modified in a writing signed by both parties. No failure or delay by a party in exercising any right or remedy under this Agreement will operate as a waiver thereof, and any waiver will only be enforceable if made in a signed writing by the party waiving the right or remedy. No express waiver will affect any provision other than that to which the waiver is applicable and only for that occurrence. The parties agree they will, as needed from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

c. Notices. All legal notices, authorizations, requests and other communications made in connection with this Agreement will be in writing and will be deemed given and received: (a) on the date of service if served personally on the party to which notice is to be given; (b) three (3) business days after the date of mailing if mailed to the party to which notice is to be given, at its address set forth on the first page hereof, by first-class mail, registered or certified, return-receipt requested; or (c) on the date delivered if sent by overnight courier to the party to which notice is to be given, at its address set forth on the first page hereof. A courtesy copy of all notices to BNC Virtual shall also be sent to Barnes & Noble Education, 120 Mountainview Blvd., Basking Ridge, NJ 07920, Attn: Legal Department and to legaldepartment@bned.com. The foregoing are the only permitted methods for giving legal notices. Communications regarding operational matters may be made by email.

d. Assignment. Neither party may assign this Agreement or assign any rights or delegate any obligations in this Agreement, including by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, BNC Virtual may assign this Agreement without Customer's consent to one of its affiliates or in connection with a merger, acquisition, consolidation, stock or asset sale, or the like. Except with respect to VitalSource, which Customer hereby approves as a subcontractor to BNC Virtual under this Agreement, BNC Virtual may not otherwise subcontract its obligations without written notice to and approval by Customer, which will not be reasonably withheld, conditioned, or delayed. Any attempt to assign this Agreement other than in accordance with this subsection shall be null and void.

e. Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected will take all reasonable steps to avoid or remove such cause of nonperformance and will resume performance hereunder promptly whenever such causes disappear.

f. Compliance with Laws. Customer and BNC Virtual each shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to their respective performance under this Agreement.

g. Further Assurances. Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to this Agreement and carry out its provisions. Whenever this Agreement requires or contemplates any action, consent, or approval, such party shall act reasonably and in good faith and (unless the Agreement expressly allows exercise of a party's sole discretion) shall not unreasonably withhold or delay such action, consent, or approval.

h. Severability. If any term of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the term will be modified to be enforceable to the maximum extent permitted by law (or severed if that is impermissible), and the remainder of this Agreement will remain valid and enforceable.

i. Headings and Interpretation. Both parties have received independent legal advice with respect to, and neither has relied upon the other party in, entering into this Agreement. For all purposes, this Agreement will be deemed to have been drafted jointly by the parties with no presumption in favor of one party over another. The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms (a) "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation" and (b) "shall", "must", and "will" are equivalent and indicate mandatory and definitive requirements in all cases. When used in this Agreement, "Customer" includes all segments of the institution, including all academic departments.

j. Authority. Each party represents and warrants (a) it has all right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder and (b) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary action.

k. Counterparts and Signatures. This Agreement may be executed in counterparts, both of which taken together will constitute one and the same document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement for all purposes.

Exhibit A
BNC Virtual Services Overview

- **Adoptions**
  - BNC Virtual will:
    - Assign an Account Manager to Manatee Technical College with responsibilities of managing the textbook adoption list, maintaining inventory to meet demand, and ensuring adequate promotion of BNC Virtual services to Manatee Technical College and its students.
    - Provide Customer with access to Adoptions & Insights Portal or Course Director, a web-based applications for the submission of textbook adoptions.
  - Customer will:
    - Designate a contact person for the purpose of communicating any factors or issues that may prevent the correct book, in the correct quantity, from being available for student purchase.
    - Submit textbook adoptions via Adoption and Insights Portal (AIP), Course Director or other mutually acceptable format no later than eight (8) weeks in advance of each term start date.

- **Inventory Procurement**
  - BNC Virtual will:
    - Reserve existing inventory and procure the remaining inventory and materials necessary to support the institution's adoption requests.
    - Provide a listing of Customized Inventory and Limited Return Inventory at the beginning of each course term.
    - Use commercially responsible means to manage and/or dispose of remaining inventory at the conclusion of usage by the Customer, which includes return to the vendor when available.
  - Customer will:
    - Review the listing of all Customized Inventory and Limited Return Inventory and agree to provide a commitment of continued usage for one additional course term beyond the current course term, or a commitment to change the item for the next term's courses.
    - Participate in the disposal of Customized Inventory and Limited Return Inventory as per the Terms and Conditions.

- **Client and Student Vouchers**
  - BNC Virtual will:
    - Allow for student customers to use approved school vouchers for payment of course materials.
    - Update student voucher data on a timely basis during the business day upon receipt of data from Customer.
    - Notify student's via email that their voucher is available and can be used to purchase course materials at BNC Virtual.
    - Provide Customer with an online voucher system, allowing Customer to add/modify/delete voucher data, as well as directly placing orders that will be billed to the institution.
    - Invoice Manatee Technical College for all voucher sales, broken out by students, on a weekly basis.
  - Customer will:
    - Submit a current financial statement and completed credit application for review by BNC Virtual.

        - Submit student voucher data via a secure method of transmission.
        - Provide a student identification number (known to the student) and a voucher allocation code that will be transmitted separately to the student to access the voucher system.

- **Instructor's Desk Copies**
    - BNC Virtual will:
        - Assist Customer with obtaining instructor's desk copies.
    - Customer will:
        - Order desk copies directly from publisher.

- **Returns**
    - BNC Virtual will:
        - Offer a full refund for customers returning materials within 14 days after the class start date or within 21 days of the date materials are shipped, whichever is later.
            - Shipping costs are not refundable, unless through error of BNC Virtual
            - Any original shrink-wrap or bundling must not be opened or removed in order to receive a full refund.

- **Reselling Textbooks**
    - MBS Service Company will:
        - Provide a buyback value on eligible titles.
        - Send emails to customers typically one week prior to the end of their course prompting access to an online buyback quote.
        - Provide shipping instructions and a complimentary shipping label to ship books back at no cost to the student customer.
        - Upon receipt and verification of books sent back, a check will be sent to the customer, or their PayPal account credited.
        - Offer "Guaranteed Buyback" on a limited quantity of selected titles for which the book will continue to be used by the Customer, provided they are not one of the following criteria:
            - new-only titles or adoptions,
            - non-textbook items,
            - consumable titles, including study guides, working papers, and workbooks,
            - old editions or out-of-print titles, titles with new editions pending, or
            - low-priced mass market titles.
        - Reserve the right to cancel any and all outstanding Guaranteed Buyback offers should the institution choose to cancel this Agreement.
    - Customer will:
        - Advise which Guaranteed Buyback titles will not be used in subsequent terms, so that they may be excluded from a quote.

- **Non-Textbook Course Materials**
    - BNC Virtual will:
        - Acquire non-textbook course materials from established vendors/publishers as needed.
        - Provide publication services for customer-produced related course materials that have no copyrighted materials.
        - Publish a fee schedule by January 1 of each year detailing the cost of services in publishing and providing non-copyright related course materials.
        - Employ the services of a third-party publishing service to obtain permissions prior to producing the materials in the necessary quantities. BNC Virtual will indemnify and hold Customer harmless for any liabilities for which the service provider has cleared permissions.

- Customer will:
  - Provide an original, electronic or camera-ready, copy of non-copyrighted course materials for BNC Virtual to reproduce.
  - Agrees to indemnify and hold BNC Virtual harmless from any liability resulting from the failure of Customer to obtain any necessary copyright clearances, in accordance with the terms set forth in Section 6.

- **Customized Inventory and Limited Return Inventory.**
  - Submitted adoptions may include both inventory customized for use at the institution (including packages, bundles or customized textbooks) ("Customized Inventory") as well as items carrying limited returnability to the publisher ("Limited Return Inventory"). Because Customized Inventory and Limited Return Inventory typically cannot be used with other BNC Virtual client institutions, BNC Virtual will provide to the institution, at the beginning of each course term, a listing of all Customized Inventory and Limited Return Inventory. Upon receipt of such list, Manatee Technical College agrees to provide commitment of continued usage for one additional course term beyond the current course term, or a commitment to change the item for the next term's courses.
  - Should BNC Virtual continue to hold on hand quantities of any Customized Inventory or Limited Return Inventory after the expiration of the adoption period for such items, BNC Virtual will use commercially responsible means to dispose of such remaining inventory, including returning to the vendor when available. In the event that the institution has not provided the commitment of usage and in situations where the inventory cannot be returned, BNC Virtual may at BNC Virtual's reasonable discretion, require the institution to participate in the disposal of such inventory, which may include the following:
    - Continued usage for an additional term;
    - Cooperation of the vendor to allow for a return; or
    - Purchase by the institution, at BNC Virtual's cost, of any remaining inventory.
  - Finally, should an adopted course material which constitutes Limited Return Inventory be changed or dropped after procurement by BNC Virtual and not allowed to be sold for the adopted course in the quantities provided by the Institution, Manatee Technical College agrees to purchase any remaining inventory that cannot be returned to the vendor for full credit from BNC Virtual at BNC Virtual's cost or to reimburse BNC Virtual for any restocking fees the vendor imposes for a return.

- **Partnership Review**
  - BNC Virtual will:
    - Provide a comprehensive packet of performance levels once annually based on student involvement and services provided to Manatee Technical College.
    - Designate Account Manager and Client Service Manager to present Partnership Review meeting either in person or by phone.
  - Customer will:
    - Designate person(s) to attend Partnership Review meeting either in person or by phone.

Exhibit B
BNC Virtual Online Bookstore

Description of Services
Online Bookstore: BNC Virtual will develop an Internet ordering application for students of Manatee Technical College that will be known as the "BNC Virtual Online Bookstore".

BNC Virtual Obligations

- BNC Virtual will:
    - Accept orders from students via the Online Bookstore, as well as via toll-free telephone, facsimile or mail.
    - Shall provide Manatee Technical College with print and/or electronic materials at no cost to the institution for distribution to registered students that outline procedures for ordering, hours of operation, procedures to follow for returns and refunds, how a book may be sold back when the course is complete, and procedures to follow in the event any problems are encountered with an order.
    - Maintain at all times the data security of its customers in the performance of BNC Virtual's obligations under this agreement, and in accordance with the published privacy policies of BNC Virtual.

Customer Obligations

- Customer will:
    - Will provide BNC Virtual with the necessary artwork, such as institution logo, and/or the licenses and other approvals to use such artwork, for use within the Online Bookstore.
    - Agrees to insert banners on prominent and appropriate pages within the Manatee Technical College institutional website so students will be able to conveniently link to the BNC Virtual ordering website.
    - Allow for the Integration of MBS Courselinks into institution student registration applications and web pages as appropriate.
    - Deliver of BNC Virtual supplied promotional emails by Manatee Technical College or BNC Virtual to registered students upon the opening of the Online Bookstore.
    - Provide statistics on open and bounce rates on promotional emails sent by Manatee Technical College on BNC Virtual's behalf to BNC Virtual. BNC Virtual will use the information to improve upon future marketing campaigns.
    - Incorporate into any new student orientation program information regarding the Online Bookstore, including the addition of materials for on-campus orientation programs and orientation mailings to student and parents at home addresses.
    - Notify faculty of the Online Bookstore as the endorsed course material bookstore of Manatee Technical College along with information on BNC Virtual services and tools delivered by way of institution supplied email addresses.

Institution Incentive

- BNC Virtual will provide the following incentives:
    - A commission allowance of (8%) on Net Sales of adopted print course materials.
        - "Net Sales" is defined as all collected online/website sales at the Online Bookstore, including the amounts earned from Barnes & Noble Education marketing programs and relationships with its brand partners, less voids, refunds, sales tax, campus debit card fees, shipping proceeds, contractually discounted sales (such as discounted department and faculty/staff sales), pass-through income, merchandise sales at less than a 20% initial gross margin, and other merchandise mutually designated as non-commissionable.

- A commission of eight percent (8%) on Net Rentals of adopted print course materials.
    - Net Rental of adopted course materials is defined as all collected in-store and online/website rentals of BNC Virtual -owned textbooks, including the amounts earned from processing transactions for publishers related to the consignment of their rental property less voids, refunds, sales, use or others taxes, handling fees associated with non-return of rental textbooks, campus debit card fees, shipping proceeds, and contractually discounted sales (such as discounted department and faculty/staff sales and sales of any materials where BNC Virtual realizes no markup.
- A commission allowance of three percent (3%) on Net Sales of digital course materials.
    - "Net Sales" are defined as gross sales minus returns from customers and further reduced by (i) shipping proceeds, (ii) sales, use or other taxes, and (iii) sales of any materials on which BNC Virtual realizes no markup. "Net Rentals" are defined as gross rental proceeds minus returns from customers and further reduced by (i) shipping proceeds, (ii) sales, use or other taxes, and (ii) sales of any materials on which BNC Virtual realizes no markup. Net Sales/Rentals on digital course materials exclude titles that are sold under a Customer Agency program. Agency program titles are not eligible for discounting under any type of commission forfeiture.

- Commissions due will be paid quarterly on the 15th day of the month following the end of each calendar year quarter. BNC Virtual shall have the right to offset any commissions due and owing to Manatee Technical College against any outstanding receivable from Manatee Technical College which is more than 30 days delinquent.
- Manatee Technical College may elect to utilize all or part of the above commission allowances as a discount on course materials or a shipping promotion to help lower course material costs for your students. As an example, Manatee Technical College may elect to have students receive a 4% discount on course materials and take the balance of 4% commission on net print sales. BNC Virtual will promote the sales discounting you may offer your students within the Online Bookstore.
- Manatee Technical College will have the ability to change the discounting based on commission reduction prior to the opening of the Online Bookstore for each term. Any change will require an addendum to this agreement.

Shipping

- BNC Virtual will provide the following shipping programs:
    - A variety of shipping service levels, including Ground, Second Day, Next Day and International through our shipping carriers, including UPS and USPS.
    - Shipping rates are determined from the current published rate chart of the carrier and are added to each customer order.
    - BNC Virtual will offer students six weeks of free standard shipping on orders over $99 per calendar year.
    - Shipping promotions can only be applied to domestic U.S., non-PO/APO addresses.
    - Shipping promotions are reviewed on an annual basis and are subject to change.

AGENDA ITEM NO. 9.29

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Contracts with Virtual School Providers, SDMC No. 26-0022-BS, Estimated in the Amount of $150,000.00 (General Fund)

Executive Summary
The District is renewing two contracts with Florida Virtual School for the 2025 - 2026 school year to support the Virtual School program the District offers students.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contracts are for the period of July 01, 2025 through June 30, 2026.

Historical expenditures are as follows:

- YTD 2024 – 2025 $65,132.00 (07-01-2024 – 05-16-25)
- 2023 – 2024 $92,849.00
- 2022 - 2023 $114,259.00

The vendor is Florida Virtual School Foundation, Orlando, FL, Florida Document No. N10000006150

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval of contracts with virtual school providers, SDMC No. 26-0022-BS, estimated in the amount of $150,000.00 (General Fund).

Financial Impact
The funding source for this annual expenditure is General Funds Professional Technical Services and will be charged to District Support - Virtual School Instructional and is included in the proposed 2025-2026 budget.

Contact

Submitting Department: Adult, Career and Technical Education

Initiated By: Dr. Paul Gansemer

Attachments:
2025-2026 VIP Agreement
2025-2026 Franchise Agreement

VIRTUAL INSTRUCTIONAL PROVIDER PROGRAM PARTICIPATION AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

This Virtual Instructional Provider Program Participation Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS" or "Virtual Instructional Provider") and The School Board of Manatee County, Florida ("District"), collectively referred to hereinafter as the "Parties" or "Party."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the District; and

WHEREAS, the District elects to engage with FLVS in the program participation to meet the Virtual Instructional Program (VIP) requirements for its resident students in accordance with the terms of Section 1002.45, Florida Statutes; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. TERM

The term of this Agreement commences as of July 1, 2025, and terminates on June 30, 2026 (the "Term").

Check program(s) selected:

✓ Florida Virtual School Full Time - serving Grades K – 5
✓ Florida Virtual School Full Time - serving Grades 6 – 8
✓ Florida Virtual School Full Time - serving Grades 9 – 12

2. DISTRICT OBLIGATIONS

The District shall:

a) Adhere to Section 1008.22, Florida Statutes, which states that all students are required to participate in the state assessment program.

b) Assign District VIP students to school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education ("FDOE").

c) Verify the enrolled students are eligible residents of the District under applicable law.

d) Participate in Florida's school accountability system established in Section 1008.31, Florida Statutes.

e) Administer required standardized testing and provide testing locations for all students taking said tests.

f) Provide readiness screening for students entering grade K.

g) Provide any required services to support a student's Individualized Education Program (IEP) consistent with the legal requirements for serving students with special needs in a virtual school.

h) Confirm that a student has satisfied the requirements for graduation according to Florida law once the Virtual Instructional Provider reports the successful completion of courses to the District who select the provision of a full-time virtual instruction program to students in grades 9 through 12.

i) Designate a District Liaison to act for the District in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.

j) Comply with the instructional policies and FLVS guidelines, including, but not limited to:

- Student handbook for school policies and procedures
- Hours of personnel availability
- State reporting for certification status and physical location of personnel

k) Report to the state for payment all students served under this Agreement as reported to the District by the Virtual Instructional Provider.

l) Pay the Virtual Instructional Provider in accordance with Section 4 “FEES AND PAYMENTS” of this Agreement.

m) Provide information to parents and students about right to participate in District VIP.

n) Provide a diploma for graduating seniors.

3. VIRTUAL INSTRUCTION PROVIDER OBLIGATIONS

FLVS shall:

a) Operate a K–12 virtual school to provide a free, full-time one hundred and eighty (180) day online instructional program to eligible students during the academic school year. Funding will be based on the regulations established by the FDOE in accordance with Section 1002.45, Florida Statutes.

b) Provide each student with all necessary instructional materials as defined by the FDOE and the statute and through guidelines established by the District which may include a computer, a monitor, a printer, and access to reimbursement for Internet services.

c) Ensure all employees and contracted personnel undergo background screening as required by Section 1012.32, Florida Statutes, using state and national criminal history records, and will provide a list of instructional employees to the District for verification of compliance and according to the Virtual Instructional Provider’s standard procedures.

d) Ensure that all curriculum and course content must align to Florida Standards.

e) Establish a student progression plan, student calendar, and other standard policies to support a virtual program in compliance with applicable Florida Statutes.

f) Establish a standard schedule for providing data for required state reporting that enables timely submission to the FDOE. Using the data provided to Virtual Instruction Provider by District, Virtual Instruction Provider will use commercially reasonable efforts to provide timely, accurate, and complete education data. While the education data is under the control of the Virtual Instruction Provider, the Virtual Instruction Provider will use commercially reasonable security measures and controls as required by FERPA.

g) Implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.

h) Maintain an administrative office or offices located in this state, requiring administrative staff to be state residents.

i) Be an approved provider by the Florida State Board of Education.

j) Ensure all instructional staff is professionally qualified for effective instruction as identified per Florida standards in which teachers hold a bachelor's degree and must be certified in the subject area they teach and hold valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes.

k) Provide to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-parent and teacher-student contact information for each course:

   I. How to contact the instructor via phone, e-mail, or online messaging tools.

   II. How to contact technical support via phone, e-mail, or online messaging tools.

   III. How to contact the administration office via phone, e-mail, or online messaging tools.

   IV. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.

   V. The requirement that the instructor in each course must, at a minimum, conduct one contact via phone with the parent and the student each month.

l) Publish for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a provider and in all contracts negotiated pursuant to this Section:

   I. Information and data about the curriculum of each full-time and part-time program.

   II. School policies and procedures.

III. Certification status and physical location of all administrative and instructional personnel.

IV. Hours and times of availability of instructional personnel.

V. Student completion and promotion rates.

VI. Student, educator, and school performance accountability outcomes.

m) Comply with all requirements of Section 1002.45, Florida Statutes including but not limited to the requirements for background screening for all employees and comply with disclosure requirements adopted in rule by the State Board of Education.

n) Maintain a student/teacher ratio threshold of 50:1 for grades K-8 and 45:1 for grades 9-12.

o) Provide as required in Section 1002.45, Florida Statutes, a detailed curriculum plan which is provided in Appendix A "DETAILED CURRICULUM PLAN," that illustrates how students will be provided services and be measured for the attainment of proficiency in the Florida Standards for each grade level and subject. Appendix B "SURVEY YEAR," is an illustrative schedule of reporting based on prior school years and the Florida state survey reporting schedule.

p) Shall provide the services contracted for and shall provide deliverables in the form of instructional tools and supplies, instructional materials, and computer hardware and software as are necessary to deliver the project but will retain ownership of all such deliverables.

4. FEES AND PAYMENTS

Cost of Services for the Academic School Year:

a)	Annual Student Service Fee (Per funded full-time FTE) Payment will be prorated for any fractional FTE. Includes up to six (6) full credit courses per student plus materials and reclamation of durable and unused goods.	$6,600 per student
b)	Annual Student Computer Services Fee (Per funded full-time FTE) Payment will be prorated for any fractional FTE. Includes desktop computer, scanner/printer, shipping, technical support, and reclamation of hardware.	$655.00 per student
c)	Annual Student ISP Fee. (Per funded full-time FTE) Payment will be prorated for any fractional FTE.	$99.50 per student

d)	Annual Student Intensive/Intervention Reading Fee. (Payable as long as the students are reported during an enrollment survey period)	$380.00 per student
e)	Annual Student Intensive/Intervention Math Fee. (Payable as long as the students are reported during an enrollment survey period)	$380.00 per student

In the event that legislation is altered, or FDOE implements differing requirements that require technology services to be provided to additional students, the funding agreement will be addressed based on the new requirements. The services described in rows b, c, and d in the table above will be provided by Virtual Instruction Provider only if specifically requested by District on an individual student basis.

INVOICE/PAYMENT SCHEDULE:

a) Semester one (1) shall be invoiced on February 1, 2026, and payment shall be due on or before February 28, 2026. Enrollments shall be based on the FTE reported in the FTE Survey two (2) in October of 2025.

b) Semester two (2) shall be invoiced on June 1, 2026, and payment shall be due on or before June 30, 2026. Enrollments shall be based on the FTE reported in the FTE Survey three (3) in February of 2026.

c) Final reconciliation: July 31, 2026

d) A final reconciliation will be performed of the annual fees based on the funded FTE paid to the District and the amounts paid to the Virtual Instructional Provider no later than July 31 of each year, starting on July 31, 2026. In the event that the Annual Student Fees paid to the Virtual Instructional Provider exceed the number of FTEs funded to the District for students enrolled under this Agreement, the Virtual Instructional Provider shall refund the difference to the District no later than the following September 30.

5. DEBT RESPONSIBILITY

As required by Florida Statute, the Virtual Instructional Provider is responsible for all debts for the school district virtual instruction program that arise out of the Virtual Instructional Provider's performance of this Agreement if the Agreement is not renewed or is terminated. This does not excuse the District from paying any obligations incurred resulting from its obligations under this Agreement or from the payment of any debts

incurred under this Agreement for termination unless such termination is as provided for in Section 7 “TERMINATION” and Section 8 “TERMINATION FOR CONVENIENCE.”

6. CONTRACT MODIFICATIONS

If there is a modification to the rules and regulations approved by the State Board of Education in contradiction to the terms outlined in this Agreement, the Parties will amend the Agreement in writing and agreed upon by both Parties as necessary to bring the Agreement into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.

7. TERMINATION

This Agreement may be terminated by:

a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 10, “Termination for Convenience” of this Agreement; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

8. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, either Party, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to the other Party prior to the end of the current term. In the event of a termination for convenience, District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend the notice of termination period to a later date beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

9. BACKGROUND SCREENING

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to the District's school grounds when students are present, (2) will have direct contact with the District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this Section shall constitute a material breach of this Agreement entitling the District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers, and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by the District or by FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

10. INTELLECTUAL PROPERTY RIGHTS

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Product. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Product. For

instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Product; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

11. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

12. SOFTWARE SECURITY

The District will ensure all reasonable measures are taken to protect the Licensed Product from any unauthorized use. The District shall strictly limit access to the Licensed Product to Authorized Users and Authorized Third Parties. The term "Authorized Third Party" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Product on behalf of or at the direction of the District. The term "Authorized User" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Product. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

13. DATA/SECURITY BREACH

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach,

the breached Party shall notify the other Party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

14. E-VERIFY

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.gov/, to verify the employment eligibility of all employees hired during the term of this Agreement.

15. WARRANTIES OF FLVS

FLVS warrants that all components of the Licensed Product shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Product.

If a component of the Licensed Product becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

16. CONFIDENTIAL INFORMATION

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. The term "Confidential Information" means: (i) all information of either Party or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii)

the Licensed Product. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose.

Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive student information that is otherwise confidential, FLVS shall fully comply with the applicable requirements of Sections 1002.22, 1002.221, and 1006.1494, Florida Statutes, the State Board of Education rules 6A-1.0955 and 6A-1.09550, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. FLVS is not a third-party vendor or service provider as defined in the State Board of Education rules 6A-1.0955 and 6A-1.09550.

17. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Product. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District's responsibility to ensure that its delivery and implementation of the Licensed Product is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Product.

18. ENGLISH LANGUAGE LEARNER STUDENTS

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Product.

19. PUBLIC RECORDS NOTICE

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.

c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes are not disclosed except as authorized by law.

d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS'S CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FLORIDA 32819, OR AT 407-490-2879, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS AT

[business/street address]:_____ OR AT [phone number]:_____OR AT [email address]: sharpb@manateeschools.net

20. RESERVATION OF SOVEREIGN IMMUNITY

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS, and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (i.e., "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

21. INDEMNIFICATION

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768.28, Florida Statutes.

22. FORCE MAJEURE

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake,

flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

23. DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED PRODUCT.

SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED PRODUCT PURSUANT TO THIS AGREEMENT.

24. DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

25. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

26. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

27. DESCRIPTIVE HEADINGS

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

28. BINDING EFFECT

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not

intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

29. NOTICES

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

As to FLVS:
Larry Banks, Senior Director of Partner Services
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: lbanks@flvs.net and procurement@flvs.net

With a copy to:
Office of General Counsel
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to the District:
Dr. Jayson Wysong, Superintendent of Schools
District Name: School District of Manatee County
Address: 215 Manatee Ave. West
City/State: Bradenton, FL. 34205
Email: wysongj@manateeschools.net

With a copy to: Dr. Paul Gansemer,
Name/Title: Executive Director of Adult, Career and Technical Education
Address: 215 Manatee Ave. West
City/State: Bradenton, FL. 34205
Email: gansemerp@manateeschools.net

30. NO WAIVER

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party

unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

31. OPPORTUNITY TO CONSULT WITH COUNSEL

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

32. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

33. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

34. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.

35. SEVERABILITY

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

36. NO ASSIGNMENT

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

37. EXECUTION

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. This Agreement may be executed in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions

contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

38. ENTIRE AGREEMENT

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

39. EFFECTIVE DATE

This Agreement is effective upon the date of the last signature of the Parties.

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL	
By *(Authorized Signature)*	Date
Printed Name and Title of Person Signing: Louis J. Algaze, Ph.D. – President and CEO	
Address: *5422 Carrier Drive, Suite 201, Orlando, FL 32819*	
Approved as to legal form and sufficiency by:	
FLVS Office of General Counsel	

THE SCHOOL BOARD OF MANATEE **COUNTY, FLORIDA**	
By *(Authorized Signature)*	Date
Printed Name and Title of Person Signing: Chad Choate III, School Board Chair	
Address: 215 Manatee Ave. West, Bradenton, FL. 34205	
Approved as to legal form and sufficiency by:	
School Board Attorney/Legal Counsel for School Board	

APPENDIX A

DETAILED CURRICULUM PLAN

General information

All students enrolled in the FLVS FT VIP program in grades K-8 will participate in their grade-level specific schedule, included in this document. Students in grades 9-12 will participate in a Regular, Honors, or Rigorous Academic Track with classes assigned according to credits needed for graduation in their district. The following represents the detailed curriculum plan for districts in the Virtual Instruction Program (VIP) for 2025-2026. Students performing above or below grade level may receive additional adjustments, subject to District approval as follows:

Students performing below grade level K-8

Students who are not performing at grade level will be placed in their appropriate grade-level courses but may receive additional content and instruction designed to address their deficiencies. Students who are not performing at grade level in math grades 3-8 may receive enhanced course content in math. The course codes will be the same as the standard course codes for these courses, but the student's records will identify the course as "Essential." Students who scored a level 1 or 2 on the FCAT Reading test will be placed in an Intensive Reading course in place of Educational Technology and Online Learning and Art. Health and Physical Education may also be waived for these students as necessary.

Students performing above grade level K-8

Students who are above grade level may receive enhanced course content in language arts, math, or science in grades 3 through 8. The course codes will be the same as the standard course codes for these subjects in grades 3-5 but the student's records will identify the course as "Advanced, Enriched or Accelerated." In grades 6-8, course codes for Advanced content will be used. Students receiving this content will not qualify for any "gifted" designation within their resident district. Students who are well above grade level in math may receive a math course at one or more grade levels above their age-based grades with District approval.

In addition, students may be offered one (and in rare situations, more than one) additional Elective course, with District approval. Course and unit descriptions for grades K-12 are available at. https://www.flvs.net/high-school-courses, https://www.flvs.net/middle-school-courses, and https://www.flvs.net/elementary-school-courses.

All courses include detailed assessments to ensure student mastery of Florida requirements.

The Virtual Instructional Provider represents that to the best of its knowledge, all curriculum provided under this plan complies in all material respects to the Florida Standards for each grade level and subject.

Kindergarten	Grade 1	Grade 2
Language Arts (5010041) Math (5012020) Science (5020010) Social Studies (5021020) Physical Education (5015020) Introduction to Computers (5002000) Art (5001010) Spanish (5007020)	Language Arts (5010042) Math (5012030) Science (5020020) Social Studies (5021030) Physical Education (5015030) Introduction to Computers (5002000) Art (5001020) Spanish (5007020)	Language Arts (5010043) Math (5012040) Science (5020030) Social Studies (5021040) Physical Education (5015040) Introduction to Computers (5002000) Art (5001030) Spanish (5007020)

3rd Grade	4th Grade	5th Grade
Language Arts (5010044) Math (5012050) Science (5020040) Social Studies (5021050) Physical Education (5015050) Introduction to Computers (5002000) Art (5001040) Spanish (5007020)	Language Arts (5010045) Math (5012060) Science (5020050) Social Studies (5021060) Physical Education (5015060) Introduction to Computers (5002000) Art (5001050) Spanish (5007020)	Language Arts (5010046) Math (5012070) Science (5020060) Social Studies (5021070) Physical Education (5015070) Introduction to Computers (5002000) Art (5001060) Spanish (5007020)

Regular Track	Intensive Track	Talented/Advanced Track
6th Grade - Fall M/J Language Arts 1 T1 (1001010) M/J Math 6 T1 (1205010) M/J Comp Science 1 T1 (2002040) M/J World History T1 (2105020) M/J Fitness 6 (1508000) Elective Choice	M/J Language Arts 1 T1 (1001010) M/J Math 6 T1 (1205010) M/J Comp Science 1 T1 (2002040) M/J World History T1 (2105020) M/J Fitness 6 (1508000) M/J Intensive Reading (1000010)	M/J Language Arts 1 Advanced T1 (1001020) M/J Math 6 Advanced T1 (1205020) M/J Comp Science 1 Advanced T1 (2002050) M/J World History Advanced T1 (2105020) M/J Fitness 6 (1508000) Elective Choice

6th Grade - Spring M/J Language Arts 1 T2 (1001010) M/J Math 6 T2 (1205010) M/J Comp Science 1 T2 (2002040) M/J World History T2 (2105020) Elective Choice Elective Choice	M/J Language Arts 1 T2 (1001010) M/J Math 6 T2 (1205010) M/J Comp Science 1 T2 (2002040) M/J World History T2 (2105020) M/J Intensive Reading (1000010) Elective Choice	M/J Language Arts 1 Advanced T1 (1001020) M/J Math 6 Advanced T1 (1205020) M/J Comp Science 1 Advanced T1 (2002050) M/J World History Advanced T1 (2105020) Elective Choice Elective Choice
7th Grade – Fall M/J Language Arts 2 T1 (1001040) M/J Math 7 T1 (1205040) M/J Comp Science 2 T1 (2002070) M/J Civics T1 (2106010) M/J Comp PE 6/7 (1508600) Elective Choice	M/J Language Arts 2 T1 (1001040) M/J Math 7 T1 (1205040) M/J Comp Science 2 T1 (2002070) M/J Civics T1 (2106010) M/J Comp PE 6/7 (1508600) M/J Intensive Reading (1000010)	M/J Language Arts 2 Advanced T1 (1001050) M/J Math 7 Advanced T1 (1205050) or Algebra 1 Reg T1 (1200310) or Hon T1 (1200320) M/J Comp Science 2 Advanced T1 (2002080) M/J Civics Advanced T1 (2106010) M/J Comp PE 6/7 (1508600) Elective Choice
7th Grade - Spring M/J Language Arts 2 T2 (1001040) M/J Math 7 T2 (1205040) M/J Comp Science 2 T2 (2002070) M/J Civics T2 (2106010) Elective Choice Elective Choice	M/J Language Arts 2 T2 (1001040) M/J Math 7 T2 (1205040) M/J Comp Science 2 T2 (2002070) M/J Civics T2 (2106010) M/J Intensive Reading (1000010) Elective Choice	M/J Language Arts 2 Advanced T2 (1001050) M/J Math 7 Advanced T2 (1205050) or Algebra 1 Reg T2(1200310) or Hon T2(1200320) M/J Comp Science 2 Advanced T2 (2002080) M/J Civics Advanced T2 (2106010) Elective Choice Elective Choice
8th Grade - Fall M/J Language Arts 3 T1 (1001070) M/J Math 8 Pre-Algebra T1 (1205070) M/J Comp Science 3 T1 (2002100) M/J US History 8 T1 (2100010) M/J Comp PE 7/8 (1508700) Elective Choice	M/J Language Arts 3 T1 (1001070) M/J Math 8 Pre-Algebra T1 (1205070) M/J Comp Science 3 T1 (2002100) M/J US History 8 T1 (2100010) M/J Comp PE 7/8 (1508700) M/J Intensive Reading (1000010)	M/J Language Arts 3 Advanced T1 (1001080) Algebra 1 Reg T1 (1200310) or Hon T1 (1200320) or Geometry Reg T1(1206310 or Hon T1(1206320) M/J Comp Science 3 Advanced T1 (2002110) M/J US History 8 T1 (2100010) M/J Comp PE 7/8 (1508700) Elective Choice
8th Grade- Spring M/J Language Arts 3 T2 (1001070) M/J Math 8 Pre-Algebra T2 (1205070) M/J Comp Science 3 T2 (2002100) M/J US History 8 T2 (2100010) Elective Choice Elective Choice	M/J Language Arts 3 T3 (1001070) M/J Math 8 Pre-Algebra T2 (1205070) M/J Comp Science 2 T2 (2002100) M/J Civics T2 (2106010) M/J Intensive Reading (1000010) Elective Choice	M/J Language Arts 3 Advanced T2 (1001080) Algebra 1 Reg T2 (1200310) or Hon T2 (1200320) or Geometry Reg T2 (1206310 or Hon T2(1206320) M/J Comp Science 2 Advanced T2 (2002110) M/J Civics Advanced T1 (2106010) Elective Choice Elective Choice

Regular Track	Honors Track	Rigorous Academic Track
9th Grade-Fall English 1 (1001310) Algebra 1 (1200310) Biology (2000310) or Physical Science (2003310) Leadership Skills Development (2400300) Elective (1.0 credit)- Recommend HOPE or Personal Fitness/FLD Elective (1.0 credit)	English 1 Honors (1001320) Algebra 1 Honors (1200320) or Geometry Honors (1206320) or Geometry (1206310) Biology Honors (2000320) or Physical Science Honors (2003320) Leadership Skills Development (2400300) Elective (1.0 credit)- Recommend HOPE or Personal Fitness/FLD Elective (1.0 credit)	English 1 Honors (1001320) Algebra 1 Honors (1200320) or Geometry Honors (1206320) or Biology Honors (2000320) Physical Science Honors (2003320) Leadership Skills Development (2400300) Elective (1.0 credit)- Recommend AP Human Geography Elective (1.0 credit) - Recommend HOPE or Personal Fitness/FLD
9th Grade-Spring English 1 (1001310) Algebra 1 (1200310) Biology (2000310) or Physical Science (2003310) Leadership Skills Development (2400300) Elective (1.0 credit)- Recommend HOPE or Personal Fitness/FLD Elective (1.0 credit)	English 1 Honors (1001320) Algebra 1 Honors (1200320) or Geometry Honors (1206320) or Geometry (1206310) Biology Honors (2000320) or Physical Science Honors (2003320) Leadership Skills Development (2400300) Elective (1.0 credit)- Recommend HOPE or Personal Fitness/FLD Elective (1.0 credit)	English 1 Honors (1001320) or Algebra 1 Honors (1200320) or Geometry Honors (1206320) Biology Honors (2000320) Physical Science Honors (2003320) Leadership Skills Development (2400300) Elective (1.0 credit)- Recommend AP Human Geography Elective (1.0 credit) - Recommend HOPE or Personal Fitness/FLD
10th Grade-Fall English 2 (1001340) Geometry (1206310) or Liberal Arts Math 1 Biology (2000310) or Physical Science (2003310) or Marine Science Honors (2002510) or Chemistry (2003340) World History (2109310) Spanish 1 (0708340) or French 1 (0701320) or Chinese 1 (0711300) Elective (1.0 credit)-Recommend Fine/Practical Art	English 2 Honors (1001350) Geometry Honors (1206320) or Geometry (1206310) or Algebra II Honors (1200340) or Algebra II (1200330) Biology Honors (2000320) or Biology (2000310) or Physical Science Honors (2003320) or Physical Science (2003310) or Marine Science Honors (2002510) or Chemistry Honors (2003350) or Chemistry (2003340) World History Honors (2109320) or World History (2109310) Spanish 1 (0708340) or French 1 (0701320) or Chinese 1 (0711300) Elective (1.0 credit)-Recommend Fine/Practical Art	English 2 Honors (1001350) Geometry Honors (1206320) Algebra II Honors (1200340) Biology Honors (2000320) or Physical Science Honors (2003320) or Marine Science Honors (2002510) or Chemistry Honors (2003350) World History Honors (2109320) Spanish 1 (0708340) or French 1 (0701320) or Chinese 1 (0711300) Elective (1.0 credit)-Recommend Fine/Practical Art

10th Grade-Spring English 2 (1001340) Geometry (1206310) or Liberal Arts Math 1(1207300) Biology (2000310) or Physical Science (2003310) or Marine Science Honors (2002510) or Chemistry (2003340) World History (2109310) Spanish 1 (0708340) or French 1 (0701320) or Chinese 1 (0711300) Elective (1.0 credit)-Recommend Fine/Practical Art	English 2 Honors (1001350) Geometry Honors (1206320) or Geometry (1206310) or Algebra II Honors (1200340) or Algebra II (1200330) Biology Honors (2000320) or Biology (2000310) or Physical Science Honors (2003320) or Physical Science (2003310) Marine Science Honors (2002510) or Chemistry Honors (2003350) or Chemistry (2003340) World History Honors (2109320) or World History (2109310) Spanish 1 (0708340) or French 1 (0701320) or Chinese 1 (0711300) Elective (1.0 credit)-Recommend Fine/Practical Art	English 2 Honors (1001350) Geometry Honors (1206320) Algebra II Honors (1200340) Biology Honors (2000320) or Physical Science Honors (2003320) or Marine Science Honors (2002510) or Chemistry Honors (2003350) World History Honors (2109320) Spanish 1 (0708340) or French 1 (0701320) or Chinese 1 (0711300) Elective (1.0 credit)-Recommend Fine/Practical Art
11th Grade-Fall English 3 (1001370) US History (2100310) Geometry (1206310), Liberal Arts Math 1 (1207300), or Algebra II (1200330) Chemistry (2003340) or Marine Science Honors (2002510) Spanish II (0708350) or French II (0701330) or Chinese II (0711310) Elective (1.0 credit)	English 3 Honors (1001380) or AP English Language (1001420) or US History Honors (1200320) or US History (2100310) Algebra II Honors (1200340) or Algebra II (1200330) or Pre-Cal honors Chemistry Honors (2003350) or Chemistry (2003340) or Marine Science Honors (2002510) or Physics I Honors (2003390) or Physics I (2003380) or Spanish II (0708350) or French II (0701330) or Chinese II (0711310) Elective (1.0 credit) Elective (1.0 credit)	AP English Language (1001420) or English 3 Honors (1001380) AP US History (2100330) or US History Honors (1200320) Algebra II Honors (1200340) Pre-Cal-Honors Chemistry Honors (2003350) or Marine Science Honors (2002510) or Physics I Honors (2003390) Spanish II (0708350) or French II (0701330) or Chinese II (0711310) Elective (1.0 credit) Elective (1.0 credit)
11th Grade-Spring English 3 (1001370) US History (2100310) Geometry (1206310), Liberal Arts Math 1 (1207300), or Algebra II (1200330) Chemistry (2003340) or Marine Science Honors (2002510) Spanish II (0708350) or French II (0701330) or Chinese II (0711310) Elective (1.0 credit)	English 3 Honors (1001380) or AP English Language (1001420) or US History Honors (1200320) or US History (2100310) Algebra II Honors (1200340) or Algebra II (1200330) or Advanced Algebra w/Financial Applications (1200500) or Pre-Cal honors Chemistry Honors (2003350) or Chemistry (2003340) or Marine Science Honors (2002510) or Physics I Honors (2003390) or Physics I (2003380) Spanish II (0708350) or French II (0701330) or Chinese II (0711310) Elective (1.0 credit) Elective (1.0 credit)	AP English Language (1001420) or English 3 Honors (1001380) AP US History (2100330) or US History Honors (1200320) Algebra II Honors (1200340) Pre-Cal-Honors Chemistry Honors (2003350) Marine Science Honors (2002510) or Physics I Honors (2003390) Spanish II (0708350) or French II (0701330) or Chinese II (0711310) Elective (1.0 credit) Elective (1.0 credit)

12th Grade-Fall English 4 (1001400) English 4: Florida College Prep (001405) Math for College Readiness (1200700) or Algebra 2 (1200330) or Liberal Arts Math 2 (1207310) Economics (2102310)/Government (2106310) Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)	AP English Literature (1001430) or English 4 Honors (1001410) Pre-Calculus Honors (1202340) or Calculus honors (1202300) Physics I Honors (2003390) or Physics I (2003380) Economics Honors (2102320) and Government Honors (2106320) or Economics (2102310) and Government (2106310) Elective (1.0 credit) Elective (1.0 credit)	AP English Literature (1001430) or English 4 Honors (1001410) Pre-Calculus Honors (1202340) or Calculus Honors (1202300) or AP Calc AB (1202310) or AP Calc BC (1202320) or AP Statistics (1210320) AP Environmental Science (2001380) or AP Biology (2000340) AP Economics (Micro 2106360 and/or Macro 2106370) and AP Government (2106420) or Economics Honors (2102320) and Government Honors (2106320) Spanish III (0708360) Elective (1.0 credit)
12th Grade-Spring English 4 (1001400) English 4: Florida College Prep (001405) Math for College Readiness (1200700) or Algebra 2 (1200330) or Liberal Arts Math 2 (1207310) Economics (2102310)/Government (2106310) Elective (1.0 credit) Elective (1.0 credit) Elective (1.0 credit)	AP English Literature (1001430) or English 4 Honors (1001410) or Pre-Calculus Honors (1202340) or Calculus honors (1202300) Physics I Honors (2003390) or Physics I (2003380) Economics Honors (2102320) and Government Honors (2106320) or Economics (2102310) and Government (2106310) Elective (1.0 credit) Elective (1.0 credit)	AP English Literature (1001430) or English 4 Honors (1001410) Pre-Calculus Honors (1202340) or Calculus Honors (1202300) or AP Calc AB (1202310) or AP Calc BC (1202320) or AP Statistics (1210320) AP Environmental Science (2001380) or AP Biology (2000340) AP Economics (Micro 2106360 and/or Macro 2106370) and AP Government (2106420) or Economics Honors (2102320) and Government Honors (2106320) Spanish III (0708360) Elective (1.0 credit)

Courses are subject to change

FLVS FT K-12 Elective Offerings

Please visit to review our full list of course offerings: https://www.flvs.net/high-school-courses
https://www.flvs.net/middle-school-courses https://www.flvs.net/elementary-school-courses

APPENDIX B

Survey Year 2025-2026:

District Virtual Instruction Program (District VIP, grades K-12): Districts Submit Data

District VIP Grades and Attendance

Based on District feedback, two (2) different Grade and Attendance reports will be sent to the Districts. A "Nine (9) Week" grade and attendance report will report the nine (9) week period only and is non-cumulative from the previous nine (9) week period. This will be reported at the close of Q1 and Q3, respectively. A "Final Semester" report will report the cumulative grade and attendance from the beginning of the semester; these reports will follow Q2 and Q4, coincident with the close of Fall and Spring semesters, respectively. The Semester report, however, will contain the nine (9) weeks attendance.

Nine (9) Week Period	End of Nine (9) Weeks	FLVS Sends Reports to Districts	Reports
1	10/7/2025	10/15/2025	1st Nine Weeks
2	12/16/2025	1/7/2026	Fall Semester
3	3/10/2026	3/25/2026	3rd Nine Weeks
4	5/31/2026	6/15/2026	Spring Semester

District VIP Survey Data

Based on District feedback, preliminary survey data will be sent to the Districts two (2) weeks prior to Date Certain for survey periods two (2) and three (3). This will allow the Districts enough time to enter the student's schedule into the system prior to Date Certain. Then, immediately following Date Certain, a report showing ONLY the changes will be sent to the District.

Survey	FDOE Date Certain	FLVS Sends Reports to Districts	Data Type
2		Prior to October 1st	All Data
2	10/14/2025	Prior to December 15th	Changes Only
3		Prior to February 1st	All Data
3	2/10/2026	Prior to April 15th	Changes Only
4	6/16/2026	Prior to June 10th	All Data

*** Dates are TENTATIVE and may change ***

† Dates are provided as an example only and will be updated to reflect Dates Certain for 2025-26.

FLORIDA DISTRICT FRANCHISE AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
THE SCHOOL BOARD OF _MANATEE__COUNTY, FLORIDA

This Florida District Franchise Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and The School Board of _Manatee County, Florida ("District"), collectively referred to hereinafter as the "Parties" or "Party."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above-named School District; and

WHEREAS, Section 1002.37(2)(i), Florida Statutes, authorizes FLVS to enter into Franchise Agreements with Florida school districts; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

INCORPORATION OF RECITALS

The foregoing recitals are true, correct, and incorporated herein by reference.

1. DEFINITIONS

a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials

on behalf of or at the direction of the District.

c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

d) "Billable Enrollment" means any student enrollments designated as "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or who achieves twenty percent (20%) completion in any status.

e) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.

f) "Course Fees" means the license fees to be paid by the District to FLVS, which are described in Section 6, "Fees and Payment" and Appendix A – Course List and Fees of this Agreement.

g) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

h) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

i) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets, and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

j) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

k) "Learning Management Systems" or "LMS" means the software-based system

that must be utilized to access the Licensed Course Content.

l) "Licensed Course Content" means the courses and course components of the FLVS Course Content in object code format licensed to District hereunder and described in Appendix A of this Agreement and such additional third-party components required as part of the Licensed Course Content.

m) "Licensed Materials" means the Licensed Course Content, LMS, and Virtual School Administrator.

n) "Virtual School Administrator (VSA) License" means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that the pricing and course list is subject to modification at the sole discretion of FLVS prior to the start of each academic school year. FLVS shall provide the updated Appendix A - Course List and Fees of this Agreement on or before April 1 prior to the start of each academic school year.

District hereby agrees to the Agreement Term selected below:

_X_ one (1) academic school year term, July 1, 2025 through June 30, 2026

____ three (3) academic school year terms, July 1, 2025 through June 30, 2028

4. DISTRICT OBLIGATIONS

The District shall:

a) Designate a person or persons who shall serve as point(s) of contact as follows: i) District level leader; ii) District virtual school (franchise) leader; and iii) Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program. The District level leader and District virtual school (franchise) leader shall be listed in Section 40, “Notice” of this Agreement.

b) Adhere to all branding policies as outlined in the FLVS Branding and Media Policy in Appendix D of this Agreement.

c) Use the FLVS Learning Management System and Student Information System for students enrolled in the Franchise program.

d) Report only Florida Virtual School courses within the Franchise program for Florida Education Finance Program (FEFP) funding.

e) Have approved and processed by FLVS all student transfers between the Parties.

f) Comply with the Academic Integrity policies (see Appendix B of this Agreement) established by FLVS.

g) Provide accurate rosters of teachers, participating in the Franchise, including contact information and subjects they teach, on July 1st and December 1st of each academic year, and provide FLVS with an updated roster whenever the District hires new teachers or teachers leave employment with the District.

h) Require that all teachers complete new teacher training before being placed with students.

i) Require all teachers of new or updated courses complete training on the new or updated course within two (2) weeks of training being made available.

j) Record a course as completed only if a student has taken the final segment exams or the District has documented adherence to local District policy regarding course completion.

k) Maintain all teacher and student email communications within the FLVS LMS.

l) Provide certified teachers in the subject they are teaching or otherwise comply

with Section 1012.42, Florida Statutes, regarding out-of-field instructors. Certification numbers shall be entered and maintained by the District in the FLVS Student Information Management System (VSA) account.

m) Have sole responsibility to comply with all College Board AP regulations and audits. Franchise AP courses not authorized by the College Board may not be offered with the AP label.

n) Have sole responsibility to comply with all AICE regulations and audits. Franchise AICE courses not authorized by Cambridge may not be offered with the AICE label.

o) Participate in end-of-year Franchise evaluations.

p) Participate in Annual Franchise Management Training.

q) Require each teacher teaching FLVS courses to sign Appendix B of this Agreement ("Teacher Acknowledgement Form") and submit all signed forms to FLVS by October 1st of each academic year or within thirty (30) days of the teacher's employment.

r) Achieve an eighty-five percent (85%) or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys conducted by FLVS's external vendor.

s) Provide FLVS with notice of any public records request received regarding this Agreement or any services provided thereunder within twenty-four (24) hours of receipt by the District.

t) Apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.

u) Provide a high-resolution vector logo to FLVS by July 30th of each academic year.

v) Use the tagline "Powered by FLVS" when specifically promoting FLVS courses.

w) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in-service points upon

completion.

x) Utilize the Salesforce application to access quality assurance documents and submit concern resolutions.

y) Regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Agreement. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in Sections 1002.3105(5), 1003.4281, and/or 1003.4282 (if applicable), Florida Statutes; 3) that FLVS maintains the confidentiality of all education records and the information contained within as per Section 10, "Confidential Information" of this Agreement.

z) District's failure to fulfill the obligations in this Agreement shall result in the action outlined in Appendix C "Steps for Enforcement."

5. FLVS OBLIGATIONS

FLVS shall:

a) Provide a Franchise Operations Manager assigned to support the District.

b) Provide access to the LMS platform.

c) Provide systems training during the academic year terms for Districts, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.

d) Provide hosting of courses on the LMS platform.

e) Provide course materials to students which shall be returned to FLVS at the conclusion of the course by the District, unless FLVS has designated the materials as disposable.

f) Provide course updates.

g) Provide Student Information Management System (VSA).

h) Provide Quality Assurance ("QA") Services inclusive of one (1) Classroom Audit and one (1) Completion Audit per instructor, Educator footprints reports upon request, and Quality Assurance training.

i) Conduct Academic Integrity investigations pursuant to FLVS policy as set

forth in Appendix B "Teacher Acknowledgement Form" of this Agreement for referral to the District and any subsequent disciplinary action upon conclusion of the investigation which the District may undertake.

j) Provide monthly parent/student survey results.

k) Provide an Annual Customer Satisfaction Report.

l) Provide Instructor Training for all new course releases.

m) Provide new Instructor Training.

n) Provide a year-end evaluation of the program.

o) Provide Franchise Management Training.

p) Provide syllabus documents for AP courses for use in AP audit process.

q) Provide a co-branded digital flyer*, which is designed and sent to the District by request only, up to three (3) times a year (August, January, and May).

r) Provide access to FLVS video course tours.

s) Provide the Salesforce platform to access QA documents and submit concern resolutions.

**All messaging will be pre-determined and at the discretion of FLVS based on time of year.*

6. FEES AND PAYMENT

The District shall pay to FLVS the Course Fees described in Appendix A "Course List and Fees" of this Agreement, for each Billable Enrollment. The District shall pay for each Billable Enrollment regardless of the student's status upon receipt of invoice. The Course Fees will be invoiced according to the Invoicing Schedule in the table set forth herein and paid pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the District to pay correct and undisputed invoices within forty-five (45) days of the District's Accounts Payable Department's receipt of said invoice. The District shall issue a Purchase Order to FLVS prior to the enrollment of students under this Agreement. The District shall not incur any obligation for payment prior to the issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (ninety (90)-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, Sections 218.70-218.80, Florida Statutes, and may be denied access to FLVS content at the sole discretion of FLVS. Performance of this Agreement will be suspended until payment is received by FLVS.

FLVS Invoicing Schedule for Agreement Billable Enrollments:

Cycle	Enrollment Data Date Range	Invoice Sent to District on or before
Cycle 1	July - Oct	November 30th
Cycle 2	Nov - Feb	March 31st
Cycle 3	Mar - Jun	June 30th
Cycle 4	True-up / Enrollments not captured in previous cycles	July 31st

Billing Contact Personnel:

District	Florida Virtual School
Name: SDMC Accounts Payable	**Name:** Valerie Trammel
Address of School/District: PO Box 9069 Bradenton, FL 34206	**Address**: 5422 Carrier Drive, Suite 201 Orlando, Florida 32819
Email: vendorap@manateeschools.net	**Email:** vtrammel@flvs.net
Telephone No.: 941-708-8770	**Telephone No.:** 352-432-8610

7. SOFTWARE SECURITY

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. The District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data. Further, Data shall be backed up on a schedule no less stringent than what is used by FLVS.

8. BACKGROUND SCREENING

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who, (1) are to be permitted access to the District's school grounds when students are present, (2) will have direct contact with the District's students, or (3) have access or control of District's funds, shall

successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this Section shall constitute a material breach of this Agreement entitling the District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless the District, its officers, and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by the District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

9. INTELLECTUAL PROPERTY RIGHTS

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or

trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

10. CONFIDENTIAL INFORMATION

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. Each Party shall fully comply with the applicable requirements of Family Education Rights and Privacy Act (FERPA) codified at 20 U.S.C. 1232g and the federal regulations set forth in 34 C.F.R Part 99, and Sections 1002.22, 1002.221, and 1006.1494, Florida Statutes, and State Board of Education rules 6A-1.0955 and 6A-1.09550, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records.. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall remain fully binding upon both Parties.

For the limited purposes of auditing the implementation of the Agreement and accessing student information, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the District with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes listed above and for no other purpose.

11. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")

The District shall comply with COPPA and all rules promulgated thereunder.

12. E-VERIFY

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.gov/, to verify the employment eligibility of all employees hired during the term of this Agreement.

13. NCAA

The National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student-athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria.

14. DATA/SECURITY BREACH

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

15. WARRANTIES OF FLVS

Limit of Liability

a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto, FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the District hereunder for the licensed materials; (II) the amount paid by the District for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Section 7, "Software Security" of this Agreement; (III) the amount paid by the District for installation service that is the subject of the claim if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service;

or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by the District under this Agreement.

b) FLVS shall in no event be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against the District by another person (even if FLVS has been advised of the possibility of such damage) unless required by law.

c) FLVS shall be liable to the District only as expressly provided in this Agreement, and shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to the District or a third party for any claim, including, not limited to, any liability for negligence. The limitations, exclusions, and disclaimers in this Agreement shall apply irrespective of the nature of the cause of action, demand, or action by the District, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this Agreement or of any remedy contained herein.

16. **INDEMNIFICATION**. To the extent permitted by law, FLVS and the District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and the District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768.28, Florida Statutes.

17. **INTELLECTUAL PROPERTY CLAIMS**

Notwithstanding the foregoing, FLVS shall have no liability for any claim that is based on (i) the use of other than the latest release and version of the Licensed Materials, if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to the District for use, (ii) the unauthorized combination of the Licensed Materials with the software, hardware or any other product not specifically provided by FLVS, or (iii) any unauthorized modification to the Licensed Materials or unauthorized use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.

18. TERMINATION

This Agreement may be terminated by:

a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 19, "Termination for Convenience" of this Agreement; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and the expiration of a ten (10)-day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

19. TERMINATION FOR CONVENIENCE

Anything to the contrary notwithstanding, the District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS. In the event of a termination for convenience, the District shall pay FLVS for all Billable Enrollments for all service dates up to and including to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend the notice of termination period to a time period beyond the thirty (30) day notice period prescribed herein to ensure completion of services

and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

20. RELATIONSHIP OF THE PARTIES

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

21. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

22. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

23. SEVERABILITY

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

24. DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

25. PUBLIC RECORDS NOTICE

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Accordingly, the Parties shall:

a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

b. Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.

c. Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.

d. Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

IF THE DISTRICT HAS QUESTIONS REGARDING THE

APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 5422 CARRIER DRIVE, SUITE 201, ORLANDO, FLORIDA 32819, OR AT 407-490-2879, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT [business/street address]: 215 Manatee Ave. West, Bradenton, FL 34205 OR AT [phone number]:_941-708-8770 OR AT [email address]: publicrecords@manateeschools.net.

26. FORCE MAJEURE

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

27. NO WAIVER

No delay or failure to act on the part of either Party in exercising any right, power, or

privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

28. AUDIT RIGHTS

FLVS may audit the use of their Licensed Materials and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the District and the Florida Department of Education.

29. EMAIL ACCESS

The District is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

30. NON-SOLICITATION AGREEMENT

FLVS and the District agree that during the term of this Agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or Affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

31. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

32. NON-DISCRIMINATION

The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, political or religious beliefs, color, gender, gender identity or

expression, national origin, marital status, disability, or sexual orientation.

33. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District's responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

34. ENGLISH LANGUAGE LEARNER STUDENTS

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

35. ENTIRE AGREEMENT

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 Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

36. AMENDMENTS

With the exception of the annual update to the FLVS Course Offerings and Price List (Appendix A), no modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both Parties.

37. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

38. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the venue for any court proceeding arising from or related to this Agreement shall be in a court of competent jurisdiction situated in Orange County, Florida.

39. PARTICIPATION IN SIMILAR ACTIVITIES

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.

40. NOTICE

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing and directed to the following contacts:

As to FLVS:

Larry Banks, Sr. Director of Partner Services, Florida
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: lbanks@flvs.net and procurement@flvs.net

With a copy to:
Office of General Counsel
Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, FL 32819
Email: ogc@flvs.net

As to the District:

Dr. Jason Wysong, Superintendent of Schools
Schools District Name: School District of Manatee County
Address: 215 Manatee Ave. West
City/State: Bradenton, FL 34205
Email: wysongj@manateeschools.net

With a copy to:
Name/Title: Beth Sharp-Tolly / Buyer
Address: 215 Manatee Ave. West
City/State: Bradenton, FL 34205
Email: sharpb@manateeschools.net

41. AUTHORITY

Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

42. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries created or entitled by this Agreement, and only the specific Parties hereto shall have any rights or standing to enforce this Agreement or any provision thereof.

43. NO ASSIGNMENT

This Agreement may not be assigned, transferred, or conveyed in whole or in part by either Party.

44. NO PARTNERSHIP OR JOINT VENTURE

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the District and FLVS or any other Party or cause either Party to be responsible in any way for the debts and obligations of the other Party.

(Signatures to follow on next page)

[Signature page to Franchise Agreement between Florida Virtual School and

_____

Dated Upon Full Execution]

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL	
By *(Authorized Signature)*	Date
Printed Name and Title of Person Signing: Louis J. Algaze, Ph.D. – President and CEO	
Address: 5422 Carrier Drive, Suite 201, Orlando, FL 32819.	
Approved as to legal form and sufficiency by:	
FLVS Office of General Counsel	
THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA	
By *(Authorized Signature)*	Date
Printed Name and Title of Person Signing: Chad Choate, III, School Board Chair	
Address: 215 Manatee Ave. West, Bradenton, FL 34205	
Approved as to legal form and sufficiency by:	
School Board Attorney/Legal Counsel for School Board	
Superintendent	

APPENDIX A - Course List and Fees

Effective July 1, 2025, to June 30, 2026

The Licensed Materials, which are the subject of the Florida Virtual School (FLVS) Franchise Agreement, including Licensed Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the FLVS Learning Management System granted to the District and the fees payable to FLVS are outlined in the following table, "FLVS Course Offerings".

This list includes the most current version of all FLVS courses available for public release, except those still in a pilot or BETA phase of development.

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the District. In so doing, FLVS will ensure that the students currently in the course are permitted to matriculate and complete the course in which they are currently enrolled.

1. **Fees**

   This Course Offering list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at: https://www.flvs.net/high-school-courses.

FLVS Course Offerings	
Course Name *(*Franchise only offering)*	**Price per segment**
ELEMENTARY	
Art - Grade Kindergarten	50.00
Art - Grade 1	50.00
Art - Grade 2	50.00
Art - Grade 3	50.00
Art - Grade 4	50.00
Art - Grade 5	50.00
Elementary Spanish Introductory Level	50.00
Elementary Spanish 1	50.00
Elementary Spanish 2	50.00
Elementary Spanish 3	50.00
Elementary Spanish 4	50.00
Elementary Spanish 5	50.00

Elementary Physical Education K	50.00
Elementary Physical Education 1	50.00
Elementary Physical Education 2	50.00
Elementary Physical Education 3	50.00
Elementary Physical Education 4	50.00
Elementary Physical Education 5	50.00
Elementary Computer Science K	50.00
Elementary Computer Science 1	50.00
Elementary Computer Science 2	50.00
Elementary Computer Science 3	50.00
Elementary Computer Science 4	50.00
Elementary Computer Science 5	50.00
Language Arts - Kindergarten	50.00
Language Arts - Grade One	50.00
Language Arts - Grade Two	50.00
Language Arts - Grade Three	50.00
Language Arts - Grade Four	50.00
Language Arts - Grade Five	50.00
Mathematics - Kindergarten	50.00
Mathematics – Grade One	50.00
Mathematics - Grade Two	50.00
Mathematics - Grade Three	50.00
Mathematics - Grade Four	50.00
Mathematics - Grade Five	50.00
Music - Grade Kindergarten	50.00
Music - Grade 1	50.00
Music - Grade 2	50.00
Music - Grade 3	50.00
Music - Grade 4	50.00
Music - Grade 5	50.00
Science - Kindergarten	50.00
Science – Grade One	50.00
Science – Grade Two	50.00
Science – Grade Three	50.00
Science – Grade Four	50.00
Science – Grade Five	50.00

Social Studies - Kindergarten	50.00
Social Studies – Grade One	50.00
Social Studies – Grade Two	50.00
Social Studies - Grade Three	50.00
Social Studies – Grade Four	50.00
Social Studies – Grade Five	50.00
ENGLISH/LANGUAGE ARTS	
English 1	50.00
English 1 for Credit Recovery*	50.00
English 2	50.00
English 2 for Credit Recovery*	50.00
English 3	50.00
English 3 for Credit Recovery*	50.00
English 4	50.00
English 4 for Credit Recovery*	50.00
English 4: Florida College Prep	50.00
M/J Language Arts 1	50.00
M/J Language Arts 2	50.00
M/J Language Arts 3	50.00
MATHEMATICS	
Algebra 1	50.00
Algebra 1 for Credit Recovery*	50.00
Algebra 1-A	50.00
Algebra 1-A for Credit Recovery	50.00
Algebra 1-B	50.00
Algebra 1-B for Credit Recovery	50.00
Algebra 2	50.00
Calculus Honors	60.00
Geometry	50.00
Geometry for Credit Recovery	50.00
M/J Accelerated Mathematics Grade 7	50.00
M/J Grade 6 Mathematics	50.00
M/J Grade 7 Mathematics	50.00
M/J Grade 8 Pre-Algebra	50.00
Mathematics for College Algebra	60.00
Mathematics for College Liberal Arts	50.00

Mathematics for Data and Financial Literacy	50.00
Pre-Calculus Honors	50.00
Probability & Statistics with Applications Honors	50.00
SCIENCE	
Anatomy and Physiology	50.00
Biology 1	50.00
Biology 1 for Credit Recovery*	50.00
Chemistry 1	50.00
Chemistry 1 for Credit Recovery*	50.00
Earth/Space Science	50.00
Environmental Science (Guy Harvey)	50.00
Forensic Science 1	50.00
Marine Science	50.00
M/J Comprehensive Science 1	50.00
M/J Comprehensive Science 2	50.00
M/J Comprehensive Science 3	50.00
M/J Computer Science Discoveries 1	50.00
M/J Computer Science Discoveries 2	50.00
M/J Earth/Space Science	50.00
M/J Life Science	50.00
M/J Physical Science	50.00
Physical Science	50.00
Physics 1	50.00
SOCIAL STUDIES	
Economics	50.00
Economics for Credit Recovery	50.00
Economics with Financial Literacy	50.00
Holocaust Studies	50.00
M/J Civics	50.00
M/J Civics & Career Planning	50.00
M/J United States History	50.00
M/J United States History & Career Planning	50.00
M/J World History	50.00
M/J World History & Career Planning	50.00
United States Government	50.00
United States Government for Credit Recovery*	50.00

United States History	50.00
United States History for Credit Recovery*	50.00
World History	50.00
World History for Credit Recovery*	50.00
ART/VISUAL ART/MUSIC	
M/J Digital Art and Design 1	50.00
M/J Exploring Music	50.00
M/J Exploring Two-Dimensional Art	50.00
M/J Guitar 1	70.00
M/J Visual Art 1	50.00
M/J Visual Art 2	50.00
CAREER TECHNICAL EDUCATION	
Accounting Applications 1	90.00
Agriscience Foundations 1	50.00
Agriculture Communications 2	50.00
Agriculture Communications 3	50.00
Allied Health Assisting 3	50.00
Applications of Artificial Intelligence	50.00
Artificial Intelligence in the World	50.00
Business Management and Law	50.00
Business Ownership	50.00
Computer & Network Security Fundamentals	80.00
Criminal Justice Operations 1	50.00
Cybersecurity Essentials	50.00
Data Analytics and Database Design	50.00
Digital Information Technology	50.00
Foundations of Curriculum and Instruction	50.00
Foundations of Machine Learning	50.00
Foundations of Programming	50.00
Foundations of Web Design	50.00
Hospitality and Tourism Marketing Management	50.00
Human Growth and Development	50.00
Introduction to Hospitality & Tourism	50.00
Introduction to the Teaching Profession	50.00
Machine Learning and Applications	50.00
M/J Business Keyboarding	50.00
M/J Career Research & Decision Making	50.00

M/J Critical Thinking, Problem Solving, and Learning Strategies	50.00
Coding Fundamentals	50.00
Parenting Skills	50.00
Principles of Entrepreneurship	50.00
Procedural Programming	50.00
Technology for Hospitality and Tourism	50.00
HEALTH/PHYSICAL EDUCATION	
Fitness Lifestyle Design	50.00
Health Science Foundations	50.00
HOPE - Physical Education (Core)	50.00
M/J Comprehensive Physical Education Grade 6/7	50.00
M/J Comprehensive Physical Education Grade 7/8	50.00
M/J Fitness - Grade 6	50.00
Outdoor Education	95.00
Personal Fitness	50.00
WORLD LANGUAGE	
American Sign Language 1	50.00
American Sign Language 2	50.00
American Sign Language 3 Honors	50.00
Chinese 1	50.00
Chinese 2	50.00
Chinese 3 Honors	50.00
Chinese 4 Honors	50.00
French 1	50.00
French 2	50.00
French 3 honors	50.00
French 4 honors	50.00
Hebrew 1	50.00
Hebrew 2	50.00
Latin 1	50.00
Latin 2	50.00
Latin 3 Honors	50.00
Latin 4 Honors	50.00
M/J Spanish, Beginning	50.00
M/J Spanish, Intermediate	50.00
Spanish 1	50.00

Spanish 2	50.00
Spanish 3 Honors	50.00
Spanish 4 Honors	50.00
ADVANCED PLACEMENT COURSES	
Advanced Placement Art History	75.00
Advanced Placement Biology	90.00
Advanced Placement Calculus AB	75.00
Advanced Placement Calculus BC	75.00
Advanced Placement Computer Science A	75.00
Advanced Placement Computer Science Principles	75.00
Advanced Placement English Language and Composition	75.00
Advanced Placement English Literature and Composition	75.00
Advanced Placement Environmental Science	75.00
Advanced Placement Human Geography	75.00
Advanced Placement Macroeconomics	75.00
Advanced Placement Microeconomics	75.00
Advanced Placement Physics 1	90.00
Advanced Placement Precalculus	75.00
Advanced Placement Psychology	90.00
Advanced Placement Spanish Language and Culture	75.00
Advanced Placement Statistics	75.00
Advanced Placement United States Government and Politics	90.00
Advanced Placement United States History	90.00
Advanced Placement World History: Modern	75.00
ELECTIVE COURSES	
Art History and Criticism 1 Honors	50.00
Astronomy / Solar Galactic	50.00
Career Research and Decision Making	75.00
Creative Writing 1	50.00
Critical Thinking and Study Skills	75.00
Digital Art Imaging 1	50.00
Driver Education/Traffic Safety - Classroom	75.00
Geometry for Credit Recovery*	50.00
Guitar 1	70.00
Journalism 1	50.00
Law Studies	50.00

Leadership Skills Development	75.00
Life Management Skills	50.00
M/J Journalism 1	50.00
M/J Peer Counseling 1	75.00
Music of the World	50.00
Peer Counseling 1	75.00
Peer Counseling 2	75.00
Peer Counseling 2 ELL	75.00
Personal Finance and Money Management	50.00
Psychology 1	50.00
Social Media 1	50.00
Theatre, Cinema, & Film Production	50.00
Two-Dimensional Studio Art 1	50.00
CAMBRIDGE AICE COURSES	
Cambridge AICE English General Paper AS Level	95.00
Cambridge AICE Environmental Management AS Level	95.00
Cambridge AICE International History 1 AS Level	95.00
Cambridge AICE Marine Science 1 AS Level	95.00
Cambridge AICE Psychology 1 AS Level	95.00
Cambridge AICE Sociology 1 AS Level	95.00
Cambridge AICE United States History 1 AS Level	95.00

[End of Course List]

APPENDIX B
Teacher Acknowledgement Form

FLVS Mission:
Equip students for success by developing and delivering highly effective digital learning through an intuitive online platform.

FLVS Vision:
Lead online education worldwide with innovative digital solutions that individualize learning for each student.

FLVS Values:
- Excellence – Deliver the best. Always.
- Innovation – Lead transformative learning.
- Community – Build meaningful connections.
- Balance – Embrace flexibility.
- Communication – Listen, share, and collaborate openly.

FLVS Commitment:
The Student is at the center of every decision we make.

FLVS Franchise Policy Guide:
Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional workday by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows an overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

Academic Integrity:
Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:
https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6

Welcome Phone Call:

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress accordingly.

Grading Student Work:

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within twenty-four (24) hours. Responding within twenty-four (24) hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within forty-eight (48) hours of submission.

2. Florida Virtual School uses the state-adopted grading scale. Per Section 1003.437, Florida Statutes, Middle and High School (grades 6-12) Grading System:
   a) Grade A equals ninety percent (90%) through one hundred percent (100%).
   b) Grade B equals eighty percent (80%) through eighty-nine percent (89%).
   c) Grade C equals seventy percent (70%) through seventy-nine percent (79%).
   d) Grade D equals sixty percent (60%) through sixty-nine percent (69%).
   e) Grade F equals zero percent (0%) through fifty-nine percent (59%).
   f) W – Student withdrawn during the grace period. No credit awarded.
   g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
   h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
   i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completing one hundred percent (100%) of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one (1) of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.

Final Exam Policy:
The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state-required EOC exams, the District may act in accordance with District policy.

To maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

Minimum Length of Courses:
To ensure that Students are mastering content within their courses, it is important to remember that the fourteen (14) day minimum learning experience for all half-credit courses and a twenty-eight (28) day minimum for all full-credit courses remains in effect. For Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e., workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):	Twenty-one (21) Days
Fitness Lifestyle Design (FLD):	Twenty-four (24) Days
Health Opportunities in Physical Education	Twenty-one (21) Days

Documentation of Student Work:
All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.

As a Florida District Learning and Service Agreement Teacher, I have read and agree to abide by all FLVS Instructional Polices as found at:
https://docs.google.com/document/d/16OL-brFE9WEwQNwImooAKHW4Yi8e6tv7Rs4ACwTf5Ko/edit?tab=t.0What

Teacher Name	Certification	Areas

Teacher Signature	Date

Franchise Leader	Date

Please submit this form to the Franchise Manager within thirty (30) Business Days of Teacher employment with your Franchise School.

APPENDIX C

Steps for Enforcement

To ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the District. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the District representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the District. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the District program and/or terminate the Agreement with the District.

Step One: Verbal Warning

1. Memo to file summarizing the discussion.
2. The District may file a written document outlining an opposing view with FLVS Franchise Manager, Director, and Chief.
3. Verbal communication with the District Franchise Leader to identify deficiencies with a plan for correction of identified deficiencies to bring the Franchise back into compliance within seven (7) Business Days.
4. If a deficiency is not corrected within seven (7) Business Days with the District back in compliance with the District Agreement, parties involved will attend mandatory training with costs being incurred by the District.

Step Two: Probation

1. Should the discrepancies continue, FLVS will place the District on probation for no longer than one (1) year. This probationary action shall not prevent students currently enrolled in FLVS courses to complete those courses.

APPENDIX D

Florida Virtual School
Branding and Media Policy

FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public school district of the State of Florida.

- "Florida Virtual School" and "FLVS" are the only approved school name and abbreviation. "The Florida Virtual School," "Florida Virtual," and "Florida Virtual Schools" are not approved for use.

- Never use FLVS or Florida Virtual School possessively.

- Provide the FLVS Senior Director of Partner Services with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS Senior Director of Partner Services upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
    - Tania Clow, Communications Manager: 407-513-3627, tclow@flvs.net
    - Larry Banks, Senior Director of Partner Services: 407-484-4031, lbanks@flvs.net

- Media Resources Available:
    - FLVS Newsroom (flvs.net/news) – View news releases, annual reports, district enrollment summary, research documents, and FLVS leadership members.

- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS Senior Director of Partner Services.

AGENDA ITEM NO. 9.30

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase TeachTown Curriculum Products and Licenses, SDMC No. 26-0034-BS, Estimated in the Amount of $450,000.00 (Multiple Funding Sources)

Executive Summary
TeachTown provides an evidence-based curriculum that addresses the academic, cognitive, and resilience challenges faced by students with developmental delays, Intellectual Disability (ID), and Autism Spectrum Disorder (ASD). Through computer-delivered and teacher-led instruction, students learn individualized skills that are both developmentally appropriate and grade-aligned. enCORE is a standards-based, adapted core curriculum based on Applied Behavior Analysis (ABA) that provides students with moderate and severe disabilities access to the general education curriculum. TeachTown may also provide onsite and virtual professional learning opportunities to engage teachers of students on alternate curriculum.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Approval to purchase is valid September 1, 2025 through August 31, 2026. The projected price increase is due to an expansion to serve high school classrooms.

Historical Expenditures are as follows:
- YTD 2024-2025 $283,222.12 (0701/2024 – 04/28/2025)
- 2023-2024 $86,245.00
- 2022-2023 $306,584.45

State Board Rule 6A-1.012(12)(d) states: "Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor."

Florida Statutes Section 1010.04(4)(a) ”The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

The District has reviewed sole source information and has fully complied with all sole source requirements. Documentation is on file in the purchasing department.

The supplier is Jigsaw Learning, LLC, d/b/a TeachTown, Inc., Woburn, MA, Florida Document No. M15000007340.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Recommendation

Approval to purchase TeachTown curriculum products and licenses, SDMC No. 26-0034-BS, estimated in the amount of $450,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for these expenditures are General Fund, CERP, Federal Funds, Grants and various other school and District departments funds and is included in the Curriculum and Professional Learning Department's and school's proposed budget for 2025-2026.

Contact
Submitting Department: Elementary Curriculum

Initiated By: Derek Jensen and Allison Nichols

Attachments:
TeachTown Quote 2025-2026

Company Address	2 Constitution Way Woburn, MA 01801 US	Created Date	4/11/2025
Bill To Name	Manatee County Public Schools	Order Number	00026716
Bill To	215 Manatee Ave W Bradenton, FL 34205-8840 United States		
Ship To Name	Manatee County Public Schools		
Shipping Address	PO Box 9069 Bradenton, FL 34206 USA		
Billing Frequency	Upfront	Contract Start Date	8/2/2025
Net Terms	30	Contract End Date	7/31/2026
Customer PO Required	☐	Term in Months	12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Extended Price
Basics Student Subscription	Software	9/1/2025	7/31/2026	USD 279.00	25.00	USD 6,393.75
enCORE 9-12 Package - Physical Goods Classroom Package - Standard	Physical Goods	8/2/2025	7/31/2026	USD 13,999.00	9.00	USD 125,991.00
enCORE K-12 Student Sub Std Pkg	Software	8/2/2025	7/31/2026	USD 375.00	375.00	USD 140,625.00
Shipping and Handling	Shipping	8/2/2025	7/31/2026	USD 7,559.46	1.00	USD 7,559.46
Social Skills Student Subscription	Software	8/2/2025	7/31/2026	USD 49.00	25.00	USD 1,225.00
Transition to Adulthood - Student Subscription	Software	8/2/2025	7/31/2026	USD 119.00	100.00	USD 11,900.00

Software Subtotal	USD 160,143.75
Physical Goods Subtotal	USD 125,991.00
Services Subtotal	USD 0.00
Shipping Total	USD 7,559.46
Sales Tax Total	USD 0.00
Grand Total	USD 293,694.21

For questions on this order, contact:

TeachTown Representative	Marcus Rose
Prepared By	Marcus Rose
Email	mrose@jigsawlearning.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice for subscription and services in full for the quoted amount upon either execution of a signed order form or receipt of a purchase order. For any physical goods purchased, invoices will be issued once a purchase order is received and physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801

AGENDA ITEM NO. 9.31

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Speech Language Pathology Services, SDMC No. 26-0018-BS, Estimated in the amount of $4,000,000.00 (Multiple Funding Sources)

Executive Summary
The District is required to provide necessary speech language pathology services for students that require it as identified by the Exceptional Student Education (ESE) Department.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Additional suppliers will be added as needed throughout the contract and renewal periods.

The requested contracts are for the period of July 1, 2025 through June 30, 2026, with renewal through June 30, 2027.

Historical Expenditures are as follows:
- YTD 2024 – 2025 $3,091.911.92 (7-1-24 – 05-12-25)
- 2023 – 2024 $3,185,045.00
- 2022 - 2023 $3,988,085.48

The suppliers are:
- AMN Allied Services, LLC, Dallas, TX, Florida Document No. M06000000808
- AYA Healthcare, Inc., San Diego, CA, Florida Document No. P14000012207
- Bee Speech LLC, Bradenton, FL, Florida Document No. Not Required
- Children's Therapy Associates, Bradenton, FL, Florida Document No. P97000080724
- Children's Therapy Solutions, Bradenton, FL, Florida Document No. P04000057671
- The Communication Nook, Sarasota, FL, Florida Document No. L15000029074
- Community Rehab Associates, Saint Petersburg, FL, Florida Document No. P0000108905
- EBS Healthcare Staffing Services, Bradenton, FL, Florida Document No. F0300002438
- Edge Therapies, Bradenton, FL, Florida Document No. L21000425090
- Giraffic Park Therapy Center, Bradenton, FL, Florida Document No. L04000093593
- Goodlad Therapy Services, Bradenton, FL, Florida Document No. L22000182297
- Invo Healthcare Associates, Tallahassee, FL, Florida Document No. M13000003494
- Just One Voice, LLC, Bradenton, FL, Florida Document No. L24000203192
- KC Therapy, Inc., Bradenton, FL, Florida Document No. P11000091055
- Little Annes Therapy Services, LLC, Parrish, FL, Florida Document No. L19000086879
- Medical Interpreting Consultants, LLC, Bradenton, FL, Florida Document No. L11000128061
- Orange Tree Staffing, LLC, Winter Park, FL, Florida Document No. L10000039019
- Pediatric Priorities, LLC, Wimauma, FL, Florida Document No. L18000057370
- Princeton Staffing Solutions, LLC, Boca Raton, FL, Florida Document No. L15000123533
- Soliant Health, Inc., Peachtree Corners, GA, Florida Document No. M20000002533
- Talk of the Town Therapy, St. Augustine, FL, Florida Document No. L14000135234
- Therapeutic Potentials, Sarasota, FL, Florida Document No. P02000066957
- Therapy Depot, Inc., Bradenton, FL, Florida Document No. P22000028041

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."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Recommendation
The Superintendent recommends approval to purchase speech language pathology services, SDMC No. 26-0018-BS, estimated in the amount of $4,000,000.00 (Multiple Funding Sources).

Financial Impact
The cost to implement this agenda item is estimated at $4,000,000.00. The funding source for this annually estimated expenditure is General Fund and IDEA-Individual's with Disabilities in Education Act and is included in ESE Department's proposed budget for 2025-2026.

Contact
Submitting Departments: Exceptional Student Education
Initiated By: Joshua Bennett

AGENDA ITEM NO. 9.32

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Occupational and Physical Therapy Services, SDMC No. 26-0017-BS, Estimated in the amount of $3,500,000.00 (Multiple Funding Sources)

Executive Summary
The District is required to provide necessary occupational and physical therapy services for students that require it as identified by the Exceptional Student Education (ESE) Department.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Additional suppliers will be added as needed throughout the contract and renewal periods.

The requested contract period is valid from July 1, 2025 through June 30, 2026, with renewal through June 30, 2027.

Historical Expenditures are as follows:
- YTD 2024 – 2025 $2,879,279.75 (7-1-24 – 05-12-25)
- 2023 – 2024 $3,151,601.90
- 2022 - 2023 $3,153,839.75

The suppliers are:
- Children's Therapy Associates, Bradenton, FL, Florida Document P97000080724
- Children's Therapy Solutions, Bradenton, FL, Florida Document P04000057671
- Community Rehab Associates, Saint Petersburg, FL, Florida Document P00000108905
- Edge Therapies, LLC, Sarasota, FL, Florida Document No. L21000425090
- Hugs Therapy Works, Inc., Bradenton, FL, Florida Document P03000033701
- LMG Physical Therapy, LLC, Bradenton, FL, Florida Document No. L24000426866
- Move Forward PT, LLC, Saint Petersburg, FL, Florida Document No. L250000182927
- Orange Tree Staffing, LLC, Winter Park, FL, Florida Document L10000039019
- Pure Heart Physical Therapy, Inc., Bradenton, FL, Florida Document P10000072969
- Rainbow Children's Therapy, Corp., Parrish, FL, Florida Document P00000037201
- Steps Ahead Occupational Therapy, LLC, Apollo Beach, FL, Florida Document No. L22000385904
- Sunset Therapy Services, Bradenton FL, Florida Document P10000046923

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Recommendation
The Superintendent recommends approval to purchase occupational and physical therapy services, SDMC No. 26-0017-BS, estimated in the amount of $3,500,000.00 (Multiple Funding Sources).

Financial Impact
The cost to implement this agenda item is estimated at $3,500,000.00. The funding source for this annually estimated expenditure is General Fund and IDEA-Individual's with Disabilities in Education Act and is included in ESE Department's proposed budget for 2025-2026.

Contact
Submitting Departments: Exceptional Student Education

Initiated By: Joshua Bennett

AGENDA ITEM NO. 9.33

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Purchase Character Education Program with Game on Nation, SDMC No. 26-0046-BS, Estimated in the amount of $110,000.00 (Multiple Funding Sources)

Executive Summary
Game On will provide licensing, curriculum kits, instructional resources, and teacher certification training for the "Level UP U" character education program. This initiative will support additional middle school students, with parent consent, and up to 10 teachers across four SDMC middle schools. Notably, this vendor has independently partnered with Lee Middle School for several years, delivering similar services. The curriculum and licensing will be provided to middle school students to promote core values such as respect, integrity, empathy and responsibility.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 1, 2025 through June 30, 2026.

Historical expenditures are as follows:
- YTD 2024-2025 $26,950.00 (07-01-2024 – 05-21-2025)
- 2023-2024 $7,000.00

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

The supplier is Game On Nation, LLC, Bradenton, FL, Florida Document No. L11000081101.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 2

Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

Recommendation

The Superintendent recommends approval to purchase character education program with Game on Nation, SDMC No. 26-0046-BS, estimated in the amount of $110,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for this expenditure is multiple funding sources.

Contact
Submitting Departments: Student Services and Purchasing Department
Initiated By: Lisa Lyon, Laurie Breslin and Tyler Goffi

Attachments:
SOW Game On Nation

GAME ON NATION FOR SCHOOL DISTRICT OF MANATEE COUNTY
STATEMENT OF WORK

1. **Description of Services:** Game On Nation (Game On) shall provide curriculum, resources, and teacher certification training for Game On's "LEVEL UP U" character education program for the School District of Manatee County (Client) for use during the 2025 - 2026 school year.

2. **Period of Performance:** Game On shall create and license a semester-long course, for use at four schools for the 2025 - 2026 school year. Schedule for teacher training and certification is July 21 – 24 from 8:30am to 4:30pm in Bradenton, FL.

3. **Logistics/Requirements:** Client shall provide facilities, meeting rooms to accommodate the sessions as well as the teachers to be trained by Game On. Game On shall provide certification training space, curriculum, resources, training, and guidance on delivery for the middle school audiences.

4. **Fee/Payment:** The amount to be paid by Client as consideration for Game On's provision of the above-described services shall be $110,000.
    - $80,000 for curriculum development and licensing
        - $250 per student for Level Up U licensing and curriculum kits (teacher guide & student activity guide)
        - 80 students at 4 middle schools = 320 students (20 students per class x 2 classes per semester at 4 schools)
    - $30,000 for teacher training and certification up to 10 teachers
        - Certifications are non-expiring and participants will have access to recorded training sessions as they become available for discretionary review.

5. Such amount shall be payable in one lump sum or in accordance with the following schedule:
    - $30,000 Billed: July 25, 2025 Due: Net 30
    - $80,000 Billed: August 11, 2025 Due: Net 30

6. **Contract Term and Cancellation:** Curriculum development and licensing outlined in this SOW are valid for 2025 – 2026 school year. Teacher certifications for the Level Up U program are non-expiring. For cancellation, Client shall provide reimbursement for project deliverables performed or resources committed so far, as well as any non-refundable printing, design, or materials that have been ordered.

7. **Usage Terms and Conditions** Session content is designed for use with middle school students within the School District of Manatee County. All exercises and collateral are the intellectual property of Game On Nation, LLC and are not intended for replication by Client or program attendees without written consent. Game On reserves the future usage rights for work arising from this collaboration.

8. **Acceptance:** If the foregoing evidences our mutual understanding, please sign where indicated below and return this Statement of Work to Game On via e-mail, c/o:

    Jake Higginbotham, Chief Operating Officer jake@gameonnation.com

ACCEPTED AND AGREED

_____	_____
Client Representative Signature	Game On Representative Signature
_____	Jake Higginbotham, COO
Printed Name & Title	Printed Name & Title
_____	5/14/2025
Date	Date

SCHOOL BOARD OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

   For information on JLA, requirements visit http:/ /www.manateeschools.net/jessicalunsford, The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

6. **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is

performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.

b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

15. **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

19. **SEVERABILITY:** If any one or more of the prov1s1ons of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

20. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address Game On Nation, LLC d/b/a Game On Jake Higginbotham 518 13th Street West Bradenton, FL 34205
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

24. **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Contractor **will in** no way be a cause for relief from responsibility. Contractor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

25. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

26. **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

27. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

28. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

29. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from

performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

32. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

33. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with The District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: N/A

36. **CERTIFICATION REGARDING SCRUTINIZED ACTIVITIES:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A - Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C- Contractor Affidavit Regarding the Use of Coercion for Labor and Services

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision **in** the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.

Jake Higginbotham/ Game On Nation, LLC CONTRACTOR/COMPANY NAME	518 13th Street West Bradenton, FL 34205 ADDRESS
PHONE 801-866-4260	EMAIL jake@gameonnation.com
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-751-6550	EMAIL lyonl@manateeschools.net
TYPE OR PRINT NAME Lisa Lyon	TITLE Director of Student Services

SIGNATURES

5/14/2025	
Contractor Date	Deputy Superintendent (up to $49,999.99) Date
School Principal Date	Superintendent (up to $99,999.99) Date
General Counsel Date Approved as to Form and Legal Content	Board Chair (over $100,000.00) Date
Director of Purchasing (up to $24,999.99) Date	

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Jake Higginbotham

TELEPHONE NUMBER: 801-866-4260

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
Shenbaum, Steve	Need Fingerprints	5/19/2025 3:50pm
Higginbotham, Jake	08/10/2025	
Friday, Chris	06/28/2028	
Watson, Erin	Needs Fingerprints	N/A Has Lvl 2 Clearance
Goff, Rachel	08/18/2025	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

Exhibit B
Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 -Grants and Agreements
Subtitle A -Office of Management and Budget Guidance for Grants and Agreements
Chapter II -Office of Management and Budget Guidance
Part 200 -Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4{b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

/. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

Exhibit C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Game On Nation, LLC

Address: 518 13th St W. Bradenton, FL 34205

Phone Number: 801-866-4260

Authorized Representative's Name: Jake Higginbotham

Authorized Representative's Title: Chief Operating Officer

Email Address: jake@gameonnation.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____

Signature of Authorized Representative

AGENDA ITEM NO. 9.34

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2024-2025

Executive Summary
The requested action is to approve the Annual Comprehensive Fire Safety Inspection Report. State Requirements for Educational Facilities Chapter 5 and Florida Statute 1013.12 require a comprehensive annual fire, fire safety, and sanitation report of all school district facilities by qualified personnel certified by the Florida State Fire Marshal. All comprehensive fire, fire safety, and sanitation inspections have been completed for the 2024-2025 Fiscal Year by the Fire Safety Inspector/Certified Sanitation Inspector employed by the District. The bound volume entitled "2024-2025 Comprehensive Fire / Safety Inspection Reports" includes copies of reports for each site within the School District of Manatee County, performed by the certified District Inspector.

It is important to note that none of the deficiencies cited were serious life safety hazards, as set forth in Section 1013.12 FS.

The supporting documentation is available in the SSC Room 510 for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2024-2025.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Safety & Security
Initiated By: Paul Damico

AGENDA ITEM NO. 9.35

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval for the Southeast High School Girls and Boys Varsity Basketball Teams To Participate in an Out-Of-State Game in Valdosta, Georgia, December 12, 2025 (School Internal Accounts)

Executive Summary
The Southeast High School girls and boys varsity basketball teams have been invited to play a basketball game against Valdosta High School in Valdosta, Georgia. The game is scheduled for Friday, December 12, 2025.

We believe that this opportunity to travel out of state not only serves as a valuable learning experience for our student athletes but also aligns with the district's strategic planning goal of helping students get ready for life.

Participating in out-of-state games will expose our student-athletes to a diverse range of competitions and provide them with a unique opportunity to showcase their skills on a broader stage. This experience will help them develop important skills such as teamwork, adaptability, and sportsmanship, which are all integral to their personal and academic growth.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 4
Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Recommendation
The Superintendent recommends approval for the Southeast High School girls and boys varsity basketball teams to participate in an out-of-state game in Valdosta, Georgia, December 12, 2025 (School Internal Accounts).

Financial Impact
The entire trip is funded through the Southeast High School basketball internal account at no cost to the district.

Contact
Submitting Department: Secondary Education
Initiated By: Sharon Scarbrough

Attachments:
SEHS Girls_Boys Varsity BBall teams_Vadosta,GA 12.12.2025

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 5/1/2025 Field Trip Dates: 12/12/25 School: Southeast High
Date/Time of Departure from school: 11a.m.
12/12/25 Date/Departure time from field trip 10:00 P.M. 12/12/25
location: Date/Arrival time back at school: Roughly 2:00 A.M.
Field Trip Coordinator: Matt Kitchie AD
Trip Destination – Name: Valdosta High School
Address: 4590 Inner Perimeter RD GA 31602 Phone: 229-333-8540 Website:
Brief Description/Educational Purpose of the Trip:

Field Trip Type:

__ Type "A" (single or partial day trip in pre-approved category)
__ Type "B" * (single or partial day trip that requires District pre-approval)
X Type "C" * (all overnight or out of state trips require additional approvals as defined in the signature section below.)

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: Girls and Boys Basketball Team # of Chaperones: 10 # of Students: 35

Choose the type of transportation:

_____ School Bus (bus requisition 20 days prior to trip)
_____ Special Needs Bus Is Required
_____ District Vans/Cars: Driver must be District approved.
_____ Walking: If Walking, define route:
Are there sidewalks and pedestrian crossings?
X Charter Bus from Purchasing Department Approved List (Contact Purchasing)
_____ Rental Vehicle from Purchasing Approved Company. Driver must be District approved.
_____ Educational Tour Group Name: Contact Info:
_____ *District Employee driving their own car. Driver must be District approved.
Name of District Employee:
Address of District Employee:
Phone # District Employee:
Year, Type, & Make of Vehicle:

***If more than one, complete same information on an additional separate sheet that must be attached.**

_____ Other Provider of transportation
Name of Provider:
Address of Provider:
Phone # Provider:
Year, Type, & Make of Vehicle:

This provider MUST be an approved driver by the Principal.

Information about the Funding of the trip:

Funding/Costs 0
Transportation Cost 0
Other Cost 0

Internal Account# 0
Admission Fee 0
Cost per student 0
Total Cost of the Trip 0

Source funding the trip: Select all that apply.

____ ____ x Internal Accounts ____ Students/ Pay
x Discretionary ____ District Other – Explain: Booster Club will be providing Bus, Athletics will pay for all remaining.

Requirements for District Employee Approved Drivers: Check one the following.

✓ _____ ***Proof*** *of personal automobile liability insurance, copy of driver's license and proof of successful completion of Defensive driving course through Staff Development* ***are all attached for all district employee drivers.***

_____ ***Verification*** *of insurance, driver's license, and successful completion of Defensive driving course through Staff Development must be signed below by the Principal or Executive Director.*

_____	_____	_____
Name of Principal/Executive Director verifying	*Signature*	*Date*

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

_____ 5-1-25
Signature of Field Trip Coordinator *Date*

NCell 5.6.2025
Initial Approval Principal Signature/Date

_____
Signature of Sponsor/Date (Initial Approval of Request)

_____
Signature of Department/Team Chair/Date

_____
Final Approval Principal Signature/Date
(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

_____
Signature of Activities Director (H.S.)/Date

Type "B" and "C" Signature Approvals Below

Sharon Scarbrough
Executive Director of School Management/Date *(Required for Type "B" and "C" Field Trips)*

William Kelley (May 22, 2025 15:22 EDT)
Director of Risk Management/Date *(Required for Type "B" and "C" Field Trips)*

Derek Jensen (May 22, 2025 15:23 EDT)
Deputy Superintendent of Instructional Services/Date *(Required for Type "C" Field Trips)*

_____
Superintendent/Date *(Required for Out-of-State Field Trips. International Field Trips require Board approval)*

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

MIS 41-01012, Approved 09/2024 Expires 09/2029
Distribution: School Management

AGENDA ITEM NO. 10.1

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing

Title
Public Hearing for Consideration to Adopt and Amend School Board Policies

Executive Summary
Policies to be updated include the following:

Bylaw 0100 – Definitions (Revised)
Bylaw 0131.1 – Technical Edits (Revised)
Policy 1430.03 – Sick Leave (Revised)
Policy 5112 – Entrance Requirements (Revised)
Policy 5330.04 – Administration of Short Acting Bronchodilators (New)
Policy 5335.02 – Diet Modifications and Food Allergies (Revised)
Policy 6111 – Internal Controls (Revised)
Policy 7510 – Use of District Facilities (Revised)
Policy 8405 – School Safety and Security (Revised)
Policy 8406 – Reports of Suspicious Activity and Potential Threats (Revised)
Policy 8407 – Safe School Officers (Revised)
Policy 8500 – Food and Nutrition Services Program (Revised)
Policy 8510 – Nutrition and Wellness (Revised)

The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Policies June 10 - Part One
Policies June 10 - Part Two

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on June 10, 2025

Bylaw 0100 – Definitions (Revised)

The revisions to Bylaw 0100 include modifications to various definitions.

Bylaw 0131.1 – Technical Edits (Revised)

The revisions to Bylaw 0131.1 include (1) new language specifying that technical corrections must be of a non-substantive nature, and (2) a new option regarding the process to implement technical corrections.

Policy 1430.03 – Sick Leave (Revised)

SDMC policy revisions.

Policy 5112 – Entrance Requirements (Revised)

This policy has been revised to require written verification of satisfactory completion of "an appropriate kindergarten program" as opposed to "public or non-public school." Language stating that "home education is not an option" has been removed from the policy as it is not supported by current statutory provisions.

Policy 5330.04 – Administration of Short Acting Bronchodilators (New)

HB 883 modified F.S. 1002.20 (K-12 Student and Parent Rights) to include several new provisions related to short-acting bronchodilators (the bill changed the term "metered dose inhaler" to "short-acting bronchodilator").

Policy 5335.02 – Diet Modifications and Food Allergies (Revised)

SDMC policy revisions.

Policy 6111 – Internal Controls (Revised)

Revisions based on recent Office of Management & Budget updates.

Policy 7510 – Use of District Facilities (Revised)

SDMC policy revisions.

Policy 8405 – School Safety and Security (Revised)

Policy 8406 – Reports of Suspicious Activity and Potential Threats (Revised)

The revisions to Policy 8405 and 8406 incorporate amendments to F.A.C. Rule 6A-1.0018.

Policy 8407 – Safe School Officers (Revised)

The primary revisions to Policy 8407 include technical changes to terminology and an updated reference to "The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program" (F.S. 30.15).

Policy 8500 – Food and Nutrition Services Program (Revised)

Policy 8510 – Nutrition and Wellness (Revised)

SDMC policy revisions based on USDA updates.

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of DEFINITIONS
Code	po0100 fsj 2/6/24
Status	
Adopted	November 9, 2016
Last Revised	January 25, 2022

0100 - **DEFINITIONS**

Whenever the following items are used in these bylaws and policies, they shall have the meaning set forth below:

Administrative Procedures

A written statement, based on policy which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

~~**Agreement**~~

~~A collectively-negotiated contract with a recognized bargaining unit.~~

Anti-Semitism

A certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities. Anti-Semitism is treated identically to discrimination motivated by race. Examples of acts considered anti-Semitism are set forth in F.S. 1000.05.

Apps and Web Services

Apps and web services are software (i.e., computer programs) that support the interaction of wireless communication devices over a network, or client-server applications in which the user interface runs in a web browser. Apps and web services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and web services also are used to facilitate communication to, from, and among and between staff, students, parents, Board members, and/or other stakeholders and members of the community.

Board

The School Board of Manatee County.

Bylaw

Policy of the Board for its own governance.

Chair~~**Chairman**~~

The presiding officer of the Board. (See Bylaw 0163)

Collective Bargaining Agreement (CBA)

A collectively negotiated contract with a recognized bargaining unit.

District

The School District. When referencing the local School District, School District will be capitalized.

District-Based Noninstructional Administrators

Included in this classification are persons with District-level administrative or policymaking duties who have broad authority for the management of policies and general School District operations related to the noninstructional program. Such personnel often report directly to the Superintendent and supervise other administrative employees. This classification includes assistant, associate, or deputy superintendents and directors of major noninstructional areas, such as personnel, construction, facilities, transportation, data processing, and finance. (F.S. 1012.01(3)(b))

Due Process

The safeguards to which a person is entitled in order to protect his/her rights.

Eligible Student

A student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Full Board

Authorized number of voting members entitled to govern the District.

Information Resources

The Board defines information resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, websites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting, or retrieving electronic communications.

Instructional Materials

Means items having intellectual content that by design serve as a major tool for assisting in the instruction of a subject or course. These items may consist of hardbacked or softbacked textbooks, electronic content, handouts, workbooks and worksheets, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software.

Major Tangible Personal School Property

Means any tangible personal property, of a nonconsumable nature, owned by the Board which has a capitalized value equal to or greater than the value defined in Florida statute and a normal life expectancy of one (1) year or more. (F.S. 274)

May

Is used when an action by the Board or its designee is permitted but not required.

Meeting

Is any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body. All meetings shall comply with Florida laws (Sunshine Law).

Minor Tangible Personal School Property

Those items which are tangible, of a nonconsumable nature, with a life expectancy of one (1) year or more and with a value less than that amount defined in Florida statute. (F.S. 274)

Parent

Means either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent (F.S. 1000.21). Both parents will be considered to have equal rights unless a court of law decrees otherwise.

Policy

A general, written statement by the Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

Principal

The principal shall be the administrative and supervisory head of the school to which assigned by the Board and shall be responsible for the enforcement of all Board regulations and Florida State statutes which pertain to the office. In policy, "Principal" or "principal" implies the authority to delegate responsibilities to appropriate staff members unless prohibited by law or Board policy. F.S. 1001.41, 1212.28

Property

All buildings, grounds, and other real or personal school property belonging to, held by, or used by the Board shall be termed to be school property.

Real Property

That portion which is used as a site or school plant for purposes of carrying out the school program. This includes any equipment which is permanently attached to or is an integral part of the building or site.

Rule

A statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedures or practice requirements of the District. As used in this document, the term "rule" and "policy" shall have the same definition.

School Property Custodian

The custodian of school property is the person to whom responsibility for the custody of property under his/her control has been delegated by the Superintendent or the Board. This is not to be confused with the building custodian who is responsible for cleaning and maintaining the building and grounds.

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

Social Media

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consist of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

Student

A person who is officially enrolled in a school or program of the District.

Superintendent

As a Constitutional Officer under the Florida Constitution, the Superintendent is the chief executive officer of the School District. In policy, "Superintendent" or "superintendent" implies the authority to delegate responsibilities to appropriate staff members unless prohibited by law.

Textbook

This word is used to describe the learning material duly adopted and required as standard work for the study of a particular subject. It may be bound and printed with a hard or soft cover, or it may be electronic, e.g., computer software, interactive videodisc, magnetic media, CD ROM, computer courseware, on-line service, electronic medium, or other means of conveying information.

Vice-Chair~~man~~

The Vice-Chair~~man~~ of the Board.

Work Session or Work Shop

A meeting called by the Board Chairman, Superintendent, or a majority of the Board for the purpose of exploring matters that constitute the business of the District.

Statutory and Code of Notations - **A.** Citations to Florida statute are noted as F.S. **B.** Citations to the rules of the State Board of Education are noted as F.A.C. (Florida Administrative Code) **C.** Citations to the Federal Register are noted as F.R. **D.** Citations to the Code of Federal Regulations are noted as C.F.R. **E.** Citations to the United States Code are noted as U.S.C.

Revised 8/11/20
Revised 1/25/22

© Neola 2025~~0~~

Legal

F.S. 274

F.S. 1000.05

F.S. 1001.21

F.S. 1001.41

F.S. 1003.21

F.S. 1012.01(3)(b)

F.S. 1012.28

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of TECHNICAL EDITS
Code	po0131.1 fsj 2/6/25 Consent Agenda
Status	
Adopted	November 9, 2016

0131.1 - **TECHNICAL EDITS**

Periodically it may be deemed necessary to make technical edits to policies that have already been adopted through normal procedures. These technical edits may include consolidation of sections; transfer of sections; combining or dividing sections; renumbering subsections, sections, chapters and titles; edits or additions for grammatical or typographical errors; and/or alterations and omissions

not affecting the constructions or meaning of those sections, subsections, chapters, titles, or policies as a whole, and are of a non-substantive nature.

[x] The Superintendent is authorized to identify and undertake technical corrections as identified above found in the policies and regulations. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it will utilize the normal policy adoption procedure in Policy 0131 - *Legislative/Policymaking* to adopt the amendments to the policy or regulation.

© Neola 2025

Legal F.S. 11.242

1430.03 - **SICK LEAVE**

Administrators who are appointed to work half-time or more shall earn one (1) day of paid sick leave for each full month of employment. Earned sick leave shall be pro-rated in proportion to the number of hours employed per day. Sick leave may not be used before it is earned and credited.

A. **Accrual**

1. Four (4) days of earned sick leave credit shall be annually advanced at the end of the first month of employment of each contract year, and one (1) day of sick leave will be advanced at the end of each successive month of employment. However, each employee is entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.

2. An employee who is in an active pay status, including leave with pay, shall earn sick leave for each month in which s/he receives pay for one (1) day more than half the number of work days during that month.

3. If the employee terminates his/her employment and has not accrued the four (4) days of sick leave available to him/her, the School Board may withhold the average daily amount for the days of sick leave used but unearned by the employee.

4. Sick leave shall be cumulative from year to year.

B. **Use**

1. An employee taking sick leave shall notify the appropriate supervisor and file a certificate of absence before beginning the leave, if possible. In an emergency, the certificate of absence may be filed immediately following return to duty.

2. Sick leave shall be in increments of one-half (1/2) or full days, and may be taken for the following reasons:

    a. when the employee is unable to perform his/her duty in the school on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from his/her work;

    b. for the illness or death of the employee's spouse, child, father, mother, brother, sister, other close relative, or member of the employee's own household;

    c. as personal leave with pay for up to six (6) days per fiscal year; and

    d. for the maternity or paternity of the employee or the employee's spouse, child, other close relative, or member of the employee's own household.

C. **Transfer**

1. <u>From Other Public Schools</u>

    Sick leave may not be transferred from other public schools in Florida funded through the Florida Education Finance Program, except as approved by the Board.

2. <u>From Department of Children and Family Services (DCF)</u>

    Educational personnel in DCF residential care facilities who are employed by the Board under the provisions of F.S. 402.22(1)(d) may request, and the Board shall accept, a lump sum transfer of accumulated sick leave for such person employed by the Board in a position that is eligible to accrue sick leave under policies of the Board.

3. To Family Members

An employee may authorize transfer of accrued sick leave to his/her spouse, child, parent, or sibling, who is also a District employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein.

The personnel administrator approving the leave may require documentation of the recipient's relationship to the authorizing employee.

(F.S. 1012.61(2)(e)1)

4. ~~To Other Board Employees~~

~~An employee may donate (i.e., authorize transfer of) his/her accrued sick leave to another Board employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein. The authorizing employee must retain at least five (5) days of sick leave, as of the time of donation under this policy.~~

~~The recipient must provide documentation from the treating physician of the illness, accident, or injury for which leave is needed.~~

~~The recipient must anticipate the need for at least three (3) days of sick leave in order to receive transfers under this policy.~~

~~Any transferred sick leave that is not used as anticipated shall be returned to the authorizing administrator, upon the recipient's return to work. In the case of multiple donors, the unused leave will be returned pro-rata to each donor.~~

~~The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued sick leave, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.~~

~~Donated sick leave shall have no value for terminal pay.~~

~~(F.S. 1012.61(2)(e)2)~~

D. **Terminal**

1. Leave Accumulated While Employed by the District (Sick Leave not Transferred in from Prior Employment Outside the District)

The terminal sick leave benefit shall be provided in a manner consistent with Florida Statutes for all employees as defined by Florida Retirement System (FRS) rules at the time of the employee's retirement.

If a retiree who has previously received terminal pay benefits returns to active employment, they are not eligible for additional terminal pay benefits.

General provisions: Only those sick days earned during employment with the Board shall be used to calculate terminal pay benefits.

2. Benefits upon Normal or Early Retirement

Employees shall be eligible for terminal sick pay benefits at the time of their retirement from the Board, if they elect to take normal or early retirement as defined by FRS rules at the time of their retirement. Benefits will be paid in accordance with the following criteria:

a. Beginning year twenty-six (26) and thereafter, the daily rate of pay multiplied by 100% times the number of days of sick leave accumulated.

b. Beginning year sixteen (16) through completion of year twenty-five (25) the daily rate of pay multiplied by seventy-five percent (75%) times the number of days of sick leave accumulated.

c. From zero (0) year to the completion of the 15th year of service in Manatee County, the daily rate of pay multiplied by fifty (50%) times the number of days of sick leave accumulated.

The employee's average base salary rate over the last five (5) years of employment with the School District will be used to calculate terminal pay benefits.

Revised 7/24/18
Revised 8/11/20
Revised 11/14/23

© Neola 2023

Legal

F.S. 112.08

F.S. 112.21

F.S. 120.54

F.S. 402.22

F.S. 1001.41

F.S. 1001.42(5)

F.S. 1001.43(11)

F.S. 1012.22

F.S. 1012.23

F.S. 1012.61

F.S. 1012.62

F.S. 1012.66

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of ENTRANCE REQUIREMENTS
Code	po5112 fsj 2/7/25
Status	
Adopted	October 23, 2018
Last Revised	July 27, 2021

5112 - **ENTRANCE REQUIREMENTS**

The School Board hereby establishes entrance age requirements for students which are consistent with statute and sound educational practice and requires the equitable treatment of all eligible children.

Pursuant to State law, all children who have attained the age of six (6) years or who will have attained the age of six (6) years by February 1st of any school year or who are older than six (6) years of age but who have not attained the age of sixteen (16) years, except as otherwise provided in Florida statute, are required to attend school regularly during the entire school term. Further, all children enrolling in a District school shall meet the immunization requirements set forth in F.S. 1003.22, as well as provide evidence of a physical exam as required by State law.

The Ssuperintendent may require evidence of the age of any child who seeks to enroll in the District or who the Ssuperintendent believes to be within the limits of compulsory attendance as provided by law; however, the Ssuperintendent will not require evidence from any child who meets regular attendance requirements by attending any of the following schools or programs:

A. a parochial, religious, or denominational school;

B. a private school supported in whole or in part by tuition charges or by endowments or gifts;

C. a home education program that meets the requirements of F.S. Chapter 1002; or

D. a private tutoring program that meets the requirements of F.S. Chapter 1002.

In addition, consistent with rules adopted by the State Board of Education, children with disabilities who have attained the age of three (3) years shall be eligible for admission to the District's special education programs and for related services. Children with disabilities younger than three (3) years of age who are deaf or hard of hearing, visually impaired, dual sensory impaired, orthopedically impaired, other health impaired, who have experienced traumatic brain injury, who have autism spectrum disorder, established conditions, or who exhibit developmental delays or intellectual disabilities may be eligible for special programs and may receive services in accordance with rules of the State Board of Education. The identification of established conditions for children birth through two (2) years of age and developmental delays for children birth through five (5) years of age shall be in accordance rules adopted by the State Board of Education.

Further, as required by F.S. 1003.22 and Policy 5320, Immunizations all children enrolling in a District school shall meet the immunization requirements set forth in State law, as well as provide evidence of a physical exam as required by State law.

Kindergarten

Children entering kindergarten in this District for the first time must comply with F.S. 1003.21 regarding entry age. A child must be five (5) years old on or before September 1st, in order to meet the Florida age requirement for kindergarten. A child under age six (6) who is enrolled in kindergarten will be considered of compulsory school age.

First Grade

Children entering first grade in this District for the first time must comply with F.S. 1003.21. Any child who has attained the age of six (6) years on or before September 1st of the school year and who has been enrolled in a public school or who has attained the age of six (6) years on or before September 1st and has satisfactorily completed the requirements for kindergarten in a non-public school, or who otherwise meets the criteria for admission or transfer in a manner similar to that applicable to other grades, shall progress according to the District's student progression plan.

Students transferring to first grade from a kindergarten program other than the one offered by the District will need written verification of satisfactory completion of an appropriate kindergarten ~~from the public or non-public school attended. Home education is not an option~~program. Verification forms are available at each elementary school.

Initial Entry

A. Children entering the District for the first time must comply with F.S. 1003.21 and with the District's Student Progression Plan. Students must have an immunization record on file at the school. Any student who does not have the proper immunization shall be temporarily excluded from attendance until compliance has been documented.

B. Each child who is entitled to admittance to kindergarten or is entitled to any other initial entrance into a public school in the District must have a certification of a school-entry health examination performed within one (1) year before enrollment in school. Students transferring into the District from a school within the State of Florida who have completed physical examination form as part of their school record need not be re-examined. Examinations taken out-of-state may be accepted if performed within one (1) year of entry and include documentation and reported on the official forms of the physician. A student shall have up to thirty (30) school days to present a certification of a school-entry health examination. Children and youths who are experiencing homelessness and children who are known to the Department, as defined in F.S. 39.0016, shall be given a temporary exemption for thirty (30) school days. The school health services plan shall contain provisions to assist students in obtaining the health examinations.

C. A child may be exempt from the required health examination and/or immunization upon written request of the parent or guardian of such child stating objection to examination and/or immunization on religious grounds or for medical reasons certified by a competent medical authority.

D. Any student and/or his/her parent(s) who enters the District for the first time must disclose the following information at the time of enrollment:

1. prior school expulsions;
2. arrests resulting in a charge;
3. juvenile justice actions; and
4. any corresponding referrals to mental health services. by a school district that the student previously attended.

Any student who discloses any of the above-referenced matters is subject to the provisions of the Code of Student Conduct, Policy 5500, and Policy 5610 relating to disciplinary placement and/or assignment of students.

Verification of Residence

Verification of a parent or guardian's residence shall be required at the time the child registers in a District school. Verification of residence may also be required at any other time at the discretion of the Superintendent or designee.

A student whose parent is transferred or is pending transfer to a military installation within the State while on active military duty pursuant to an official military order shall be considered a resident of the District for purposes of enrollment when the order is submitted to the District.

Notification of in Loco Parentis

In cases in which a student is temporarily not residing with his/her parents or legal guardian for a short period of time, the parent or legal guardian of the student shall designate in writing that adult person with whom the student resides who stands in loco parentis to the student in order for him/her to be admitted or continue in school. This statement shall be notarized and presented to the principal.

Revised 8/13/19
Revised 7/27/21

© Neola 2024

Legal	F.S. 1003.01
	F.S. 1003.05
	F.S. 1003.21
	F.S. 1003.22
	F.S. 1006.07
	F.A.C. 6A-1.0985

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of New Policy - Vol. 25, No. 1, June 2024 - ADMINISTRATION OF SHORT-ACTING BRONCHODILATORS AND COMPONENTS BY TRAINED SCHOOL PERSONNEL
Code	po5330.04 NEW Policy Manatee has another policy with this number.. Production will need to change that number
Status	
Adopted	December 10, 2019

New Policy - Vol. 25, No. 1

5330.04 - **ADMINISTRATION OF SHORT-ACTING BRONCHODILATORS AND COMPONENTS BY TRAINED SCHOOL PERSONNEL**

The School Board authorizes the Superintendent to adopt a protocol developed by a licensed physician under F.S. Chapter 458 or Chapter 459 for the administration of short-acting bronchodilators or components by school personnel who are trained to recognize symptoms of respiratory distress and to administer a short-acting bronchodilator or components.

Definitions

A. "Administer" means to give or directly apply a short-acting bronchodilator or components to a student.

B. "Asthma" means a chronic lung disease that inflames and narrows the airways, which can manifest as wheezing, chest tightness, shortness of breath, and coughing.

C. "Authorized health care practitioner" means a physician licensed under F.S. Chapter 458 or Chapter 459, a physician assistant licensed under F.S. Chapter 458 or Chapter 459, or an advanced practice registered nurse licensed under F.S. Chapter 464.

D. "Components" means devices used as part of clinically recommended use of short-acting bronchodilators, which may include spacers, valved holding chambers, or nebulizers.

E. "Respiratory distress" refers to an individual experiencing difficulty breathing, which can be caused by a multitude of medical factors, including chronic diseases such as asthma.

F. "Short-acting bronchodilator" means a beta-2 agonist, such as albuterol, used for the quick relief of asthma symptoms and recommended by the National Heart, Lung, and Blood Institute's National Asthma Education and Prevention Program Guidelines for the Treatment of Asthma. These bronchodilators may include an orally inhaled medication that contains a premeasured single dose of albuterol or albuterol sulfate delivered by a nebulizer or compressor device or by a pressured metered-dose inhaler used to treat respiratory distress, including, but not limited to, wheezing, shortness of breath, and difficulty breathing, or another dosage of a short-acting bronchodilator recommended in the Guidelines for the Treatment of Asthma.

Authorized Health Care Practitioner Prescription

Pursuant to State law, an authorized health care practitioner may prescribe short-acting bronchodilators and components in the name of a public school for use in accordance with F.S. 1002.20 and a licensed pharmacist may dispense short-acting bronchodilators and components pursuant to a prescription issued in the name of a public school for use in accordance with F.S. 1002.20.

Protocol for Administration of Short-Acting Broncholidators or Components

The District shall adopt and follow a protocol developed by a physician licensed under F.S. Chapter 458 or Chapter 459 for the administration of short-acting bronchodilators or components by school personnel who are trained to recognize symptoms of respiratory distress and to administer a short-acting bronchodilator or components.

The protocol shall include guidance for administering short-acting bronchodilators or components in instances of respiratory distress for a student with a known diagnosis of asthma and if approved by the District for students with no known diagnosis of asthma. The District shall make available to school personnel guidance for such administration.

A school nurse or trained school personnel shall only administer short-acting bronchodilators and components to students if they have successfully completed training and believe in good faith that the student is experiencing respiratory distress, regardless of whether the student has a prescription for a short-acting bronchodilator and components or has previously been diagnosed with asthma.

The District shall provide written notice to the parent of each student enrolled in the District of the District's adopted protocol.

School principals must obtain prior written permission from the parent or guardian to administer a short-acting bronchodilator or components to a student. If parental consent is not on file with the District, District personnel should contact 911 in the case of an emergency.

Acquisition and Storage of Short-Acting Bronchodilators and Components

School principals may request and be granted permission by the Superintendent to acquire and stock a supply of short-acting bronchodilators and components from a wholesale distributor as defined in F.S. 499.003 or the District may enter into an arrangement with a wholesale distributor or manufacturer as defined in F.S. 499.003 for short-acting bronchodilators and components at fair-market, free, or reduced prices pursuant to a prescription issued in accordance with this policy and F.S. 1002.20. The short-acting bronchodilators and components must be maintained in a secure location on a school's premises.

School principals may accept with permission granted by the Superintendent short-acting bronchodilators and components as a donation or transfer if they are new, unexpired, manufacturer-sealed, not subject to recall, unadulterated, and in compliance with relevant regulations adopted by the United States Food and Drug Administration.

The supply of short-acting bronchodilators and components may be provided to and used by a trained school personnel member or a student authorized to self-administer a short-acting bronchodilator and components.

A school nurse or school personnel trained in the administration of short-acting bronchodilator and components who administers or attempts to administer a short-acting bronchodilator or components in compliance with this policy, F.S. 768.13, and F.S. 1002.20, and the District (if it employs the school nurse or the trained school personnel) are immune from civil or criminal liability as a result of such administration or attempted administration of a short-acting bronchodilator or components.

© Neola 2024

Legal F.S. 1002.20

Book	Policy Manual
Section	5000 Students
Title	~~DIET~~ MEAL MODIFICATIONS AND FOOD ALLERGIES
Code	po5335.02
Status	Active
Adopted	June 27, 2017
Last Revised	August 11, 2020

5335.02 - ~~DIET~~ MEAL MODIFICATIONS AND FOOD ALLERGIES

The School Board recognizes that some students need dietary modifications. The School Board authorizes the Superintendent to establish procedures for the management of severe life-threatening allergies.

Students with a food allergy classified as a disability under Section 504 of the Rehabilitation Act or Part B of IDEA (Individuals with Disabilities Education Act) are entitled to receive appropriate substitutions of food items when the allergen could result in severe, life-threatening (anaphylactic) reaction.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students who are certified by a licensed physician to have a disability which restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. 15(b)(3). To qualify for such substitutions the medical certification must identify:

A. the student's disability and the major life activity affected by the disability;

B. an explanation of why the disability affects the student's diet; and

C. the food(s) to be omitted from the student's diet, and the food or choice of foods that are suggested substitutions.

On a case-by-case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not "disabled persons", but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

A. the ~~medical or~~ dietary need that restricts the student's diet; and

B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

The parent shall contact the school nurse to obtain the appropriate form required to document the need for a ~~dietary~~ meal modification, provide verification from a licensed health care provider, and request the substitution of food items.

PROCEDURES

Food Allergies

A. Protocols listed below will be applied to all schools.

~~1. At all schools, accommodations for students with peanut or tree nut allergies will be managed individually after considering parent requests and physician orders along with suggestions from school administration, Food and Nutrition Services, and Student Health Services.~~

~~2.~~1. P~~When p~~arents should notify the school nurse of any food allergies or needed meal modifications ~~of~~ their child has.~~d, the school nurse and the cafeteria manager must be informed.~~ Although physician documentation will be requested, the school nurse will accept written documentation from the parent if the food item(s) are just to be omitted. ~~using the Food Allergy Information Form.~~ DPhysician documentation from a medical authority will be required if a substitution for a food item(s) is ~~required~~ requested. ((Meal Modification Form)~~Diet Order From).~~ The clinic will maintain copies of this documentation.

~~3.~~2. If a student is to receive any medications at school for allergies, parents will provide signed and dated physician orders (Allergy Medical Management Plan or the Medication Authorization Form) to the school nurse at the beginning of each school year.

3. The food service manager will be included in meetings that involve food allergens at the start of every school year. The manager must initiate a meeting with the school nurse on a monthly basis to obtain new or changed information regarding student allergies.

4. Food service managers will enter appropriate student allergy information into the point of sale database to inform all food service personnel of food allergies. Students' meals will be checked for allergens by the cashier. The food service manager and staff will make appropriate modifications for meals served to students with food allergies. A dietitian is available to assist in managing modifications.

5. Schools that are classified as Community Eligibility schools are not required by law to ask for students' names during meal service. Students will not be

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

identified by name at the breakfast meal service. A letter will be sent home notifying parents and students of this policy at the beginning of the school year. Signs will also be posted to remind students to state if they have any food allergies to cafeteria staff.

4.6. A list of food allergensfood items and the major allergens used as ingredients in those items ~~and their commonly used names as well as a list of purchased products containing potential food allergens~~ will be available through the Food and Nutrition Services Department, web site, www.manateeschoolfood.net. Menu items and the major allergens are also available on Food and Nutrition Services customer portal.

7. Food service personnel will follow strict cleaning and sanitation protocols to avoid cross contamination of food allergens.

~~The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.~~

8. School menus are available on the School District Food and Nutrition Services website for parent review. If requested, the dietitian will review menus with parents to determine whatt, if any, menu items need to be substituted based on the Meal Modification Form.

5.

6. ~~If the child has a potentially life-threatening allergy, the parent, teacher, principal, food service manager, and the nurse will meet to discuss physician orders and necessary actions as~~ documented on the Food Allergy Information Form. Additional actions taken to reduce the risk of exposure ~~in the school setting must be documented in a physician's order.~~At all schools, ~~accommodations for students with peanut or tree nut allergies will be managed individually after considering parent requests and physician orders along with suggestions from school administration, Food and Nutrition Services, and Student Health Services.~~

~~7.~~ The school nurse will train clinic staff and selected other non-medical staff to administer medications and epi-pen (according to physician orders).

~~8. The food service manager will make appropriate modifications for meals served~~ to students with food allergies. A dietitian is available to assist in managing ~~modifications. A physician's order is required for food "substitutions". Food~~ service managers will enter appropriate student allergy information into the ~~computer system under manager alert to inform all food service personnel of~~ food allergy.

9. Schools that are classified as community eligibility schools are not required by law to ask for student's names during meal service. Students will not be identified by name at the breakfast meal service. A letter will be sent home

Formatted: Border: : (No border)

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 8 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Font color: Purple

Formatted: Space After: 5 pt, No bullets or numbering

Formatted: No bullets or numbering

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 8 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Font color: Purple

notifying parents and students of this policy at the beginning of the school year. Signs will also be posted to remind students to state if they have any food allergies to cafeteria staff.

10. Copies of student's specific information will be given to the student's teachers and a copy will also be kept in the teacher's substitute notebook.

11. 10.

~~12.~~ 11. Teachers will not use products with known food allergens for classroom activities such as crafts, occupational therapy exercises, or projects. (For example, if a child has a peanut allergy, the teacher will not use peanuts, tree nuts, or peanut butter.)

13. 12. Students are discouraged from sharing foods at lunch or other classroom events.

13. The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.

14. Allergy medications (i.e. epi-pens) and staff trained in the administration for these medications will accompany the student on all field trips.

15. Staff will have cell phones or other communication devices on all field trips should emergency medical services need to be called.

15. 16. Only food from commercially prepared state approved food establishments are provided to students. ~~Health department regulations do not permit homemade baked goods in schools. These establishments will provide the required food labels. Health department regulations do not permit homemade food in schools unless specifically for the child of the parent bringing it in.~~

B. Other risk reduction activities that may be considered after reviewing physician orders and the severity of the student's allergy to peanuts and tree nuts or other food allergens include:

1. Accommodations and a prevention plan for students with peanut or tree nut ~~allergies~~with potentially life-threatening allergy will be managed individually after considering parent requests and physician orders along with suggestions from the core team of school administration, Food and Nutrition Services, and Student Health Services.

~~1.~~ 2. Teachers will encourage hand washing before and after eating.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 8 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 8 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 16 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Formatted

Formatted: Border: : (No border)

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

2.3. An "~~peanut and tree nut free~~Allergy Aware" table will be established in the cafeteria.

3.4. Lunch tables will be cleaned thoroughly by custodial/cafeteria staff or student volunteers prior to meal consumption and immediately after each lunch session to avoid contamination of possible peanut, tree nut, or other residue.

~~4.1. The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.~~

~~5. School menus are available on the School District Food and Nutrition Services website for parent review. If requested, the dietitian will review menus with parents to determine what if any, menu items need to be substituted.~~

~~6.~~ Communications may~~can~~ be sent to the home of all students in a classroom requesting that parents do not send peanut, tree nuts, or other products to school with their child if deemed necessary by school administration.

~~7.~~5. ~~Only food from commercially prepared state approved food establishments are provided to students. Health department regulations do not permit homemade baked goods in schools. These establishments will provide the required food~~ labels.

~~8.~~6. Parents will be informed of parties and other events where food will be served. Parents are encouraged to attend these events and monitor which foods are consumed by their child.

   a. If this is not possible, parents are encouraged to send in substitute "party" food for their child. It is the parent's responsibility to communicate with the school/teacher about accommodations for food served during classroom parties.
   b. Food service will distribute a list of non-food classroom party alternatives to teachers.

9.7. Teachers are discouraged from using food as rewards in class. Other items or activities can be used as rewards. Food service will distribute a list of non-food reward ideas to teachers.

10.8. ~~If at all possible~~To the extent practicable, the classroom of the child with a severe allergy should not be used for after school activities~~, or shelter events~~.

~~11.~~9. Classroom pet food cannot contain~~s~~ nuts.

12. The policy of "no eating" on school buses will be reinforced. Bus drivers will be trained in risk reduction procedures, recognition of allergic reactions, and emergency procedures.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Tab after: 1.5" + Indent at: 1.5"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

~~13.~~10. ~~Parents are strongly encouraged to provide a medical alert bracelet for the child with life-threatening allergies.~~

C. Communication and Awareness

1. Family's Responsibility

a. Notify the school nurse of the child's allergies.

b. Work with the school team to develop a plan that accommodates the child's needs throughout the school including in the classroom, in the cafeteria, in after-care programs, during school-sponsored activities, and on the school bus.

c. Provide written medical documentation, instructions, and medications as directed by a physician, using the allergy management form as a guide. Include a photo of the child on written form.

d. Provide properly labeled medications and replace medications after use or upon expiration.

e. Educate the child in the age appropriate self-management of their food allergy including:

1. safe and unsafe foods

2. strategies for avoiding exposure to unsafe foods

3. symptoms of allergic reactions

4. how and when to tell an adult they may be having an allergy-related problem

5. how to read food labels (age appropriate)

f. Review policies/procedures with the school staff, the child's physician, and the child (if appropriate) after a reaction has occurred.

g. Provide up to date emergency contact information.

g.h. Parents are strongly encouraged to provide a medical alert bracelet for the child with life-threatening allergies.

2. School's Responsibility

Formatted: Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 2 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 2 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

a. Review the health records submitted by parents and physicians.

b. Include food-allergic students in school activities. Students should not be excluded from school activities based on their food allergy.

c. Identify a core team of, but not limited to, school nurse, teacher, principal, school food service manager, food service dietitian~~and nutrition~~ manager/director, and counselor (if available) to work with parents and the student (age appropriate) to establish a prevention plan. Changes to the prevention plan to promote food allergy management should be made with core team participation.

d. Assure that staff who interact with the student on a regular basis understands food allergy, can recognize symptoms, knows what to do in an emergency, and works with other school staff to eliminate the use of food allergens in the allergic student's meals, educational tools, arts and crafts projects, or incentives.

e. Coordinate with the school nurse to be sure medications are appropriately stored. However, students should be allowed to carry their own epinephrine, if age appropriate, after approval and documentation from the student's physician, parent, and school nurse.

f. Designate school personnel who are properly trained to administer medications.

g. Be prepared to handle a reaction and ensure that there is a staff member available who is properly trained to administer medications during the school day regardless of time or location.

h. Review policies/prevention plan with the core team members, parents/guardians, student (age appropriate), and physician after a reaction has occurred.

i. Work with the District transportation administrator to assure that school bus driver training includes symptom awareness and what to do if a reaction occurs.

j. Enforce a "no eating" policy on school buses with exceptions made only to accommodate special needs of other students. Discuss appropriate management of food allergy with family.

k. Discuss field trips with the family of the food-allergic child to decide appropriate strategies for managing the food allergy.

l. Take threats or harassment against an allergic child seriously.

Formatted: Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Tab after: 1.5" + Indent at: 1.5"

3. Student's Responsibility

a. Should not trade food with others.

b. Should not eat anything with unknown ingredients or known to contain any allergen.

c. Should be proactive in the care and management of their food allergies and reactions based on their developmental level.

d. Should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.

e. Wear medical identification tag or jewelry while in school if provided by the parent/guardian.

Food Texture Modification

Parents should notify the school nurse if the child requires food texture modification. Documentation from a medical authority will be required. (Meal Modification Form) The clinic will maintain copies of this documentation.

Procedural Rights for Parents and Guardians

The Procedural Safeguards process, codified at 7 CFR 15b, requires LEAs to provide notice and information to parents and guardians regarding how to request a reasonable modification and their procedural rights, which include the right to:

• File a grievance if they believe a violation has occurred regarding the request for a reasonable modification, Procedural Safeguards 6

• Receive a prompt and equitable resolution of the grievance,

• Request and participate in an impartial hearing to resolve their grievances,

• Be represented by counsel at the hearing,

• Examine the record, and

• Receive notice of the final decision and a procedure for review, i.e., right to appeal the hearing's decision.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 3 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Tab after: 1.5" + Indent at: 1.5"

Formatted: Font: (Default) Arial Nova, Bold, Font color: Dark Gray

Formatted: No bullets or numbering

Formatted: Justified, No bullets or numbering

Formatted: Justified

Formatted: Font: (Default) Arial Nova, Font color: Dark Gray

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Border: : (No border)

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: (Default) Arial Nova, Bold, Font color: Dark Gray

Formatted: Normal, No bullets or numbering

Formatted: Font: Arial Nova

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: Program Discrimination Complaint Form English [409.6 kB] , Program Discrimination Complaint Form Spanish [389.3 kB] and, Program Discrimination Complaint Form Haitian Creole [185.2 kB], from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov

This institution is an equal opportunity provider.

Revised 8/11/20

© **Manatee 2020**

Legal

F.S. 120.81(1)(a)
F.S. 381.0056
F.S. 1001.32(2)
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
Section 504 of the Rehabilitation Act of 1973

Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Font color: Auto
Formatted: Space After: 8 pt, Line spacing: Multiple 1.08 li, No bullets or numbering, Font Alignment: Auto, Pattern: Clear
Formatted: Font: (Default) Arial Nova, Font color: Dark Gray
Formatted: Normal, No bullets or numbering

Title II of the Americans with Disabilities Act
Individuals with Disabilities Education Act
7 C.F.R. Part 15b
§

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of INTERNAL CONTROLS
Code	po6111 fsj 2/16/25 UGG EDGAR
Status	
Adopted	June 27, 2017

6111 - **INTERNAL CONTROLS**

The Superintendent shall establish, document, and maintain effective internal controls over Federal awards that provide reasonable assurance that the District is managing all awards in compliance with the U.S. Constitution, ~~applicable~~ statutes, regulations, and the terms and conditions of the awards. The District will have a process that provides reasonable assurance regarding the achievement of the following objectives:

A. effectiveness and efficiency of operations

B. reliability of reporting for internal and external use

C. compliance with applicable laws and regulations

These internal controls should comply with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal reports; maintain accountability over assets; and demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal award, as well as any other Federal statutes and regulations that are identified in the compliance supplement. Finally, the District's internal controls must provide reasonable assurance that all Federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

The District shall:

A. comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award~~awards~~;
B. evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award;

C. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

D. take reasonable cybersecurity and other measures to safeguard protected information including protected "personally identifiable information" (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the District considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.~~"personally identifiable information" (PII) and other information the awarding agency or pass-through entity designated as sensitive or the District considers sensitive consistent with applicable Federal, State, local, and tribal laws and District policies regarding privacy and obligations of confidentiality~~

   PII is defined at 2 C.F.R. 200.1~~200.79~~ as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual".

However, the definition of PII is not attached~~anchored~~ to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified.

2 C.F.R. 200.1

~~2 C.F.R. 200.61 61~~
~~2 C.F.R. 200.79~~

© **Neola 2024**

Legal	2 C.F.R. 200.1
	2 C.F.R. 200.62
	2 C.F.R. 200.303

7510 - **USE OF DISTRICT FACILITIES**

The School Board believes that the grounds and facilities of this District should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools.

The Board may permit the use of District grounds and facilities when such permission has been requested in writing by a responsible organization or a group of citizens and has been approved by the Superintendent.

The use of District grounds and facilities shall not be granted for private social functions, to political organizations and/or political activities (as defined in Board Policies 1232, 3232, 4232), and/or any purpose which is prohibited by law or violates Board policies.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Should all or any part of the District's community be struck by a disaster, the Board shall make District grounds and/or facilities available for the housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The Superintendent should meet with the Emergency Operations Center to establish a disaster preparedness plan in order to ensure that proper procedures are established to minimize confusion, inefficiency, and disruption of the educational program.

The Superintendent shall develop administrative procedures for the granting of permission to use District facilities including a schedule of fees and security deposits ~~which, together with the costs used to determine such fees~~. Such procedures are to include the following:

A. Each user shall provide~~present~~ evidence of the purchase of organizational liability insurance from companies acceptable to School Board insuring the School Board to the limits prescribed by the District's administrative procedures naming the School Board as an additional insured .

B. Use of school equipment in conjunction with the use of school facilities must be requested specifically in writing, and may be granted by the procedure by which permission to use facilities is granted. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.

C. Users shall be liable financially for damage to the facilities and for proper chaperonage.

Users shall execute a hold harmless and indemnification agreement acceptable by District legal counsel. No liability shall attach to the School Board ~~is District~~, or any of its employees and officers, specifically as a consequence of permitting access to these facilities.

© Neola 2002

Legal

F.S. 1013.10

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of SCHOOL SAFETY AND SECURITY
Code	po8405 fsj 2/19/25 V25 N2
Status	
Adopted	June 27, 2017
Last Revised	July 30, 2024

8405 - **SCHOOL SAFETY AND SECURITY**

The School Board is committed to maintaining a safe, secure, and drug-free environment in all of the District's schools.

School crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of District personnel, law enforcement agencies, first responders, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school.

The Superintendent, in conjunction with the School Safety Specialist, shall develop a *School Safety and Security Plan* with input from representatives of the local law enforcement agencies; the local Fire Marshall(s) or their designee(s); representative(s) from emergency medical services; commissioned school safety officers; and/or school guardians.

Included within the District's School Safety and Security Plan shall be a District Active Assailant Response Plan (DAARP). The DAARP shall include, at a minimum, procedures addressing the following:

A. security assessments;

B. roles and responsibilities of District personnel;

C. roles and responsibilities of Safe-School Officers (Policy 8407 - *Safe-School Officers*);

D. information sharing;

E. training of District personnel and exercises/drills, including training standards;

F. identification of Safe Spaces and Command Posts;

G. response to the threat of an active assailant, including the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back;

H. response to the presence of an active assailant on school grounds;

I. communication with law enforcement prior to and after law Enforcement arrives on school grounds;

J. responsibilities prior to law enforcement arrival;

K. responsibilities when law enforcement arrives on school grounds;

L. communication with the public; and

M. post-incident recovery.

The District will adopt its initial DAARP by October 1.

Further, by October 1st of each year, the Superintendent shall certify to the Office of Safe Schools and document in the Florida Safe Schools Assessment Tool that all school personnel has received annual training on the procedures contained in the District's DAARP.

School Safety Specialist

The Superintendent is responsible for designating the District's School Safety Specialist. The School Safety Specialist must be a school administrator employed by the District or a law enforcement officer employed by the Manatee County Sheriff's Office. Prior to appointing a law enforcement officer to serve as the School Safety Specialist, the Superintendent must verify that the law enforcement officer has met all statutory requirements and has been authorized and approved by the Manatee County Sheriff's Office to serve as the School Safety Specialist.

By August 1 of each year, the District will submit the School Safety Specialist's name, phone number, and email address to the Office of Safe Schools at SafeSchools@fldoe.org. The District will notify the Office of Safe Schools within one (1) school day whenever there is a change related to the contact information for the School Safety Specialist.

A. Training

Within thirty (30) calendar days of appointment, the District's School Safety Specialist must complete and thereafter maintain certificates of completion of the following online Federal Emergency Management Agency Independent Study courses: ~~Multi-Hazard Planning~~Preparedness for Childcare Providers; Introduction to the Incident Command System, ICS 100; Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship; Multi-Hazard Emergency Planning for Schools; and Planning for the Needs of Children in Disasters.

Within one (1) year of appointment, and annually thereafter, the District School Safety Specialist must earn a certificate of completion of school safety specialist training provided by the Office of Safe Schools.

The District's School Safety Specialist shall earn, or designate one (1) or more individuals to earn, certification as a youth mental health awareness and assistance trainer as set forth in F.S. 1012.584.

B. Responsibilities

The School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the District including at charter schools. The School Safety Specialist's responsibilities include, but are not limited to, the following:

1. reviewing at least annually District and charter school policies and procedures for compliance with Florida law and applicable rules, as provided by F.S. 1006.07 (6)(a)1., including the District's timely and accurate submission of school environmental safety incident reports to the Department pursuant to F.S. 1001.212;

   The School Safety Specialist is responsible for submitting all Board and District charter school policies and procedures pertaining to the health, safety, or welfare of students to the Office of Safe Schools by July 1 of each year.

2. providing necessary training and resources to students and staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security;

3. serving as the District liaison with local public safety agencies and national, State, and community agencies and organizations in matters of school safety and security;

4. conduct annually on or before October 1, in collaboration with the appropriate public safety agencies, a school security risk assessment at each District school using Florida Safe Schools Assessment Tool developed by the Office of Safe Schools;

   The District will report to FLDOE by October 15th of each year that all public schools within the District have completed the assessment using the Florida Safe Schools Assessment Tool. For purposes of this section, "public safety agencies" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

   The District will ensure the accuracy of current school listings within the Florida Safe Schools Assessment Tool application, including school name, address, and MSID number. The District will report to the Office of Safe Schools via e-mail within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of the District-provided information in the Florida Safe Schools Assessment

Tool.

5. coordinating with appropriate public safety agencies, as defined in F.S. 365.161, that are designated as first responders to a school's campus to conduct a tour of such campus once every three (3) years and to provide recommendations related to school safety. Completion of such tours and any recommendations must be documented in each school's security risk assessment within the Florida Safe Schools Assessment Tool;

   Any changes related to school safety, emergency issues, and recommendations provided by the public safety agencies will be considered as part of the recommendations by the School Safety Specialist to the Board.
6. providing a copy of any Florida School Safety Compliance Inspection Report prepared by OSS following an unannounced visit to the school principal or charter school administrator, as appropriate;
7. providing, or arranging for the provision of, youth mental health awareness and assistance training to all school personnel within the District as set forth in F.S. 1012.584, F.A.C. 6A-1.094120 and F.A.C. 6A-1.0018;

   By July 1st of each year, the Superintendent shall certify to the FLDOE, in a format determined by the FLDOE, that at least eighty percent (80%) of school personnel in elementary, middle, and high schools have received the training required under this paragraph.

   The training program shall include, but is not limited to, the following:

   a. an overview of mental illnesses and substance abuse disorders and the need to reduce the stigma of mental illness;

   b. information on the potential risk factors and warning signs of emotional disturbance, mental illness, or substance use disorders, including, but not limited to, depression, anxiety, psychosis, eating disorders, and self-injury, as well as common treatments for those conditions and how to assess those risks; and

   c. information on how to engage at-risk students with skills, resources, and knowledge required to assess the situation, and how to identify and encourage the student to use appropriate professional help and other support strategies, including, but not limited to, peer, social, or self-help care.

8. coordinating with charter schools to address charter school safety requirements as set forth under Florida law and F.A.C. 6A-1.0018;

   The School Safety Specialist must coordinate with charter school personnel to allow input access to the Florida Safe Schools Assessment Tool. Where input access is restricted to District personnel, the School Safety Specialist is responsible for gathering information from charter schools so that Florida Safe Schools Assessment Tool reporting requirements, including those for FortifyFL, threat management teams and active assailant response plans, include data from charter schools.

9. completing surveys provided by the Office of Safe Schools regarding Safe-School officer assignment;

10. investigating and responding to notices from the Office of Safe Schools containing suspected deficiencies at a District school and at or by a charter school.

C. Identification of and Corrections to Instances of Noncompliance with Florida Laws and Rules Relating to Safety

The School Safety Specialist is responsible for identifying and correcting instances of noncompliance with F.A.C. 6A-1.0018 or any other Florida laws or rules relating to safety at any District school. Such actions may include, but are not limited to, the following:

1. resolving deficiencies relating to Safe-School officer coverage by no later than the next school day;

2. notifying the Office of Safe Schools within twenty-four (24) hours at SafeSchools@fldoe.org of any deficiencies relating to Safe-School officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety, or welfare of students or staff. The notification must contain particularized facts beyond noncompliance with rules or Florida Statutes that explain the imminent threat;

3. notifying the Office of Safe Schools within three (3) days at SafeSchools@fldoe.org of any instance of noncompliance not corrected within sixty (60) days.

4. the School Safety Specialist shall identify any instances of noncompliance through their duties identified throughout this policy;

If the School Safety Specialist identifies, or is made aware of an instance of noncompliance by an employee, the School Safety Specialist shall investigate the alleged noncompliance and, if it is determined that there was an instance of noncompliance, the School Safety Specialist shall develop a written plan of correction no later than seven (7) days following their investigation. Alleged noncompliance that creates an imminent threat to the health, safety, or welfare of students or staff shall be addressed immediately and in accordance with subsections (1) through (3) above.

D. Response to Notice of Suspected Deficiency from the Office of Safe Schools

The School Safety Specialist is responsible for notifying the Superintendent immediately and no later than the same day of receipt of any notice of suspected deficiency the School Safety Specialist receives from the Office of Safe Schools.

When the notice of suspected deficiency concerns a failure to have a Safe-School officer established or assigned at each school facility, as required by F.S. 1006.12, the School Safety Specialist must respond in writing and verify to the Office of Safe Schools that the school(s) identified in the notice have a Safe-School officer on site by the next school day. In all other cases, the School Safety Specialist must respond in writing to the Office of Safe Schools within five (5) school days and verify that the District or school has corrected the suspected deficiency, or within that same time period, submit a written plan describing how the District will bring the identified school(s) into compliance. The plan must include an estimated date of completion and an explanation of alternate security measures designed to maintain a safe learning environment.

Recommendations of the School Safety Specialist

Based on the findings of the school security risk assessment, the School Safety Specialist must provide recommendations to the Superintendent and Board which identify strategies and activities that the Board should implement in order to address the findings and improve school safety and security. The School Safety Specialist's report to the Board shall also include school safety recommendations made by public safety agencies. The Board will review the school security risk assessment findings and the recommendations of the School Safety Specialist at a publicly noticed Board meeting to provide the public an opportunity to hear the Board members discuss and take action. The *School Safety and Security Plan* is, however, confidential and is not subject to review or release as a public record.

The School Safety Specialist shall report the school security risk assessment findings and recommendations and the Board's action(s) to the Office of Safe Schools no later than thirty (30) days after the Board meeting and prior to November 1 of each year.

The School Safety Specialist shall also submit a best practices assessment in the Florida Safe Schools Assessment Tool.

As a part of the *School Safety and Security Plan*, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing No Child Left Behind Act of 2001):

A. safety and security best practices;

B. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;

C. security procedures at school and while students are on the way to and from school;

D. prevention activities that are designed to maintain safe, disciplined and drug-free environments;

E. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:

1. allows a teacher to communicate effectively to all students in the class;

2. allows all students in the class the opportunity to learn;

3. has consequences that are fair, and developmentally appropriate;

4. considers the student and the circumstances of the situation; and

5. is enforced accordingly.

Threat Management Coordinator

The Superintendent will designate a Threat Management Coordinator to oversee threat management at all public K-12 District schools, including charter schools sponsored by or under contract with the District, in accordance with the requirements set forth in Florida law and State Board of Education rules.

The Superintendent will report the name and contact information of the Threat Management Coordinator to the Office of Safe Schools by July 1, 2023. Any changes in the name and contact information of the Threat Management Coordinator will be updated with the Office of Safe Schools within one (1) school day of the change.

Mental Health Coordinator

The Board shall identify a mental health coordinator for the District. The mental health coordinator shall serve as the District's primary point of contact regarding the District's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting. The mental health coordinator is responsible for:

A. Coordinating with the Office of Safe Schools, established pursuant to F.S. 1001.212.

B. Maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation under F.S. 1011.62(14).

C. Facilitating the implementation of District policies relating to the respective duties and responsibilities of the District, the Superintendent, and District Principals.

D. Coordinating with the School Safety Specialist on the staffing and training of threat managementteams and facilitating referrals to mental health services, as appropriate, for students and their families.

E. Coordinating with the School Safety Specialist on the training and resources for students and District staff relating to youth mental health awareness and assistance.

F. Reviewing annually the District's policies and procedures related to student mental health for compliance with Florida law and alignment with current best practices and make recommendations, as needed, for amending such policies and procedures to the Superintendent and the Board.

Safety and Security Best Practices

The Superintendent shall develop administrative procedures for the prevention of violence on school grounds, including the assessment and intervention with individuals whose behavior poses a threat to the safety of the school community.

The Board shall adopt, in coordination with local law enforcement agencies and local governments, a family reunification plan to reunite students and employees with their families in the event that a school is closed or unexpectedly evacuated due to a natural or man-made disaster. The reunification plan must be reviewed annually and updated, as applicable.

Persistently Dangerous Schools

The Board has set forth the rules with regard to expected behavior in Policy 5500 - Student Conduct and has established the consequences for violating the policy on student conduct in Policy 5600 - Student Discipline. The Board recognizes that not only Federal, but also State law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity, as well as those incidents that would be a Gun-Free Schools Act violation. It is further understood that the Florida Department of Education will then use the data for the offenses identified in the Department's Unsafe School Choice Option Policy to determine whether or not a school is considered "persistently dangerous".

Pursuant to the Board's stated intent to provide a safe school environment, school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceeds the threshold number established in State law, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, the Superintendent shall offer parents and eligible students the opportunity to transfer to another school within the District that serves the same grades. If there is another school within the District serving the same grades, the transfer shall be completed in a timely manner. If there is not another school within the District that serves the same grades, then parents and eligible students will be advised that, although Federal and State law provides for an opportunity to transfer, they will be unable to do so.

In addition, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

If a school in a neighboring district is identified as persistently dangerous and there is not another school or public school academy in that district, the District will admit students from that school in accordance with Board Policy 5113.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State laws the parents or the eligible student shall be offered the opportunity to transfer to another school within the District that serves the same grades. If there is another school serving the same grades, the transfer shall be completed in a timely manner. If there is not another school serving the same grades, the parents or eligible student will be advised that, although they have the right to transfer, they will be unable to do so.

Threat Management Teams

The purpose of the threat management team is to establish a process focusing on behaviors that pose a threat to school safety while serving as a preventative measure to identify needs and provide support to students. This process is also known as a care assessment. Threat management teams are responsible for the coordination of resources and assessment and intervention with students whose behavior may pose a threat to the safety of school staff or students.

Upon the availability of a State-wide behavioral threat management operational process developed pursuant to F.S. 1001.212, all threat management teams shall use the operational process.

Each school-based threat management team must meet as often as needed to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. Threat management teams shall maintain documentation of their meetings, including meeting dates and times, team members in attendance, cases discussed, and actions taken.

A. Location and Membership

1. Threat management teams are located at each school in the District and composed of individuals with expertise in counseling, instruction, school administration, and law enforcement. All members of the threat management team must be involved in the threat assessment and threat management process and final decision-making. At least one (1) member of the threat management team must have a personal familiarity with the individual who is the subject of the threat assessment. If no member of the threat management team has such familiarity, an instructional personnel or administrative personnel who is personally familiar with the individual who is the subject of the threat assessment must consult with the threat management team for the purpose of assessing the threat. The instructional or administrative personnel who provides such consultation shall not participate in the decision-making process.

    a. The counseling team member must be a school-based mental health services provider who is able to access student mental health records.

    b. The law enforcement team member must be a sworn law enforcement officer, as defined by F.S. 943.10, including a School Resource Office, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat management team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat management teams must also have clearance to review Criminal

Justice Information and Criminal History Record Information.

2. The Board authorizes the Superintendent to create procedures for the purpose of:

    a. identifying team participants by position and role;

    b. designating the individuals (by position) who are responsible for gathering and investigating information; and

    c. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

B. Responsibilities and Activities of Threat Assessment Teams

The responsibilities and activities of threat management teams include, but are not limited to, the following:

1. identification of individuals in the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self;

2. utilizing the Florida Model Instrument developed pursuant to F.S. 1001.212;

3. consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, that would pose a threat to school safety;

4. consult with law enforcement when a student commits more than one (1) misdemeanor to determine if the act should be reported to law enforcement;

5. if a preliminary determination is made by the threat management team that a student poses a threat of violence or physical harm to himself/herself or others, the threat management team will report its determination to the Superintendent;

    The Superintendent shall immediately attempt to notify the student's parent or legal guardian. However, nothing in this paragraph shall preclude District personnel from acting immediately to address an imminent threat.

6. if a preliminary determination is made by the threat management team that a student poses a threat of violence to themselves or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat assessment team may obtain criminal history record information as pursuant to F.S. 985.04(1);

    Members of the threat management team may not disclose any criminal history record information obtained pursuant to this paragraph or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.

7. create procedures related to engaging behavioral health crisis resources.

All reported threats, even those determined not to be a threat, must be documented by the threat management team. Documentation must include the evaluation process and any resultant action.

C. Sharing of Information

The District and other agencies and individuals that provide services to students experiencing, or at risk of, an emotional disturbance or a mental illness and any service or support provider contracting with such agencies may share with each other records or information that are confidential or exempt from disclosure under F.S. Chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others.

D. Immediate Mental Health or Substance Abuse Crisis

If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat management team to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention shall provide emergency intervention and assessment, make recommendations, and refer the student for

appropriate services. Onsite school personnel shall report all such situations and actions taken to the threat management team, which shall contact the other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions. Upon the student's transfer to a different school, the threat assessment team shall verify that any intervention services provided to the student remain in place until the threat management team of the receiving school independently determines the need for intervention services.

E. Threat Assessment Report

The threat management team shall prepare a threat assessment report required by the Florida-specific behavioral threat assessment instrument developed pursuant to F.S. 1001.212. A threat assessment report, all corresponding documentation, and any other information required by the Florida-specific behavioral threat assessment instrument in the threat management portal is an education record.

F. Behavior Threat Management Instrument Training

All threat management team members must be trained on the Florida Model Instrument in accordance with Florida law.

G. Office of Safe Schools Reporting

Each threat assessment team shall report quantitative data on its activities to the Office of Safe Schools, including all activities during the previous school year. The School Safety Specialist will report this information to the Office of Safe Schools.

Beginning in the 2022-2023 school year, the total number of threat assessments conducted, disaggregated by the total number of non-threats, the total number of transient threats, the number of substantive threats, and the sex, race, and grade level of all students assessed by the threat assessment team.

H. Threat Assessment Records

1. Transient or Substantive Threats

Threat assessments determined to be transient or substantive, as defined in F.A.C. 6A-1.0018, are Category B records and shall be maintained in a student's file as long as determined useful by a threat management team, pursuant to F.S. 1006.07 and F.A.C. 6A-1.0018.

2. Non-Threats

In order to protect students from stigma and unintended consequences, reported threats which are determined by a threat management team not to be a threat at all, meaning the threat does not rise to the level of transient or substantive, may be maintained by the threat management team, but must not be maintained in a student's file, unless one of the following conditions are met:

a. The parent of the student who was the subject of a non-threat finding requests that the record be retained in the student's file; or

b. The threat management team has made a determination that the non-threat finding must be retained in order to ensure the continued safety of the school community or to ensure the well-being of the student.

Such determination and reasoning for maintaining the record must be documented with the non-threat finding. Where such a determination is made, the threat assessment team must re-evaluate the decision on an annual basis to determine if the record is no longer useful. The student's age and length of time since the original assessment must be considered in those evaluations.

Referral to Mental Health Services

All school personnel who receive training pursuant to F.S. 1012.584 shall be notified of the mental health services that are available in the District.

School Environmental Safety Incident Reporting

The superintendent is responsible for ensuring the accurate and timely reporting of incidents related to school safety and discipline in accordance with Florida law and rules promulgated by FL DOE.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9) and will be timely notified of threats, unlawful acts, and significant emergencies pursuant to F.S. 1006.07 (4) and (7).

Student Crime Watch Program

The Board shall implement a Student Crime Watch Program to promote responsibility among students and improve school safety. Through a Board resolution, the Board will require each Principal to distribute information (including a reference to Policy 8406) at their respective schools notifying students and the community as to how they can anonymously relay information concerning unsafe and potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials.

Promotion of School Safety Awareness

In furtherance of Policy 8406 (*Reports of Suspicious Activity and Potential Threats to Schools*), the Board shall promote the use of the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL") and the consequences of knowingly submitting false information on the District's website, in newsletters, on school campuses, and in school publications. FortifyFL shall also be installed on all mobile devices issued to students and bookmarked on all computer devices issued to students.

Records Related to Compliance with F.A.C. 6A-1.0018

The District and all school staff will retain records demonstrating that the requirements of F.A.C. 6A-1.008 are met and provide such records to the Office of Safe Schools upon request.

Revised 5/25/19
Revised 7/27/21
Revised 3/8/22
Revised 9/13/22
Revised 12/13/22
Revised 11/14/23
Revised 7/30/24

© Neola 2025

Legal

F.S. 1001.212

F.S. 1006.07

F.S. 1006.13

F.S. 1006.1493

Office of Safe Schools School Security Risk Assessment Tool

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates (U.S. Secret Service and U.S. Department of Education)

F.A.C. 6A-1.0018

F.A.C. 6AER23-02

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS
Code	po8406 fsj 2/19/25 V25 N2
Status	
Adopted	August 11, 2020
Last Revised	October 22, 2024

8406 - **REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS**

It is vitally important that local public safety agencies and school officials be made aware of potential threats to schools as quickly as possible. All employees shall, and students and members of the community are strongly encouraged, to promptly make reports concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to local public safety agencies and/or school officials. The following is a non-exhaustive list of mechanisms to disclose such information by:

A. contacting local law enforcement agencies, including the Manatee County Sheriff's Office, Bradenton Police Department, Palmetto Police Department or Holmes Beach Police Department;

B. utilizing the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL");

C. contacting the District's School Safety Specialist as follows:

1. in person at 1 Matzke Way Blvd #9, Bradenton, FL 34208;

2. via telephone at (941) 708-8800 ext 44071;

3. via email at safetyandsecurity@manateeschools.net;

D. calling 9-1-1.

In addition, employees must also report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to the Chief of Safety & Security or his/her designee.

The identity of the reporting party and any other information received by school officials through the Florida Department of Education's mobile suspicious reporting tool is confidential and exempt under Florida's Public Records Act.

The District shall provide instruction on FortifyFL within the first five (5) days of school each year. The instruction must be age and developmentally appropriate and include the consequences of making a threat or false report involving school or school personnel's property, school transportation, or a school-sponsored activity. Instruction concerning consequences shall include disciplinary actions that may occur at school and possible criminal charges.

Annually, through procedures developed by the Superintendent, the District will make available a training for parents and guardians on the use of FortifyFL prior to the start of each school year or at the time of a student's enrollment if during the school year. The training will include an explanation of the potential consequences for anyone making a threat or false report concerning school or school personnel's property, school transportation, or a school-sponsored activity, including disciplinary actions that may occur at school and possible criminal charges. Information provided during the training concerning criminal charges shall include a summary of F.S. 790.162, 790.163, 836.10 and 837.05, and the penalties for violating those statutes.

Technical Correction 5/24/22

Revised 10/22/24

© Neola 202524

Legal F.S. 119.07
F.S. 943.082
F.S. 1006.07
F.A.C. 6A-1.0018

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of SAFE-SCHOOL OFFICERS
Code	po8407 fsj 2/19/25 V25 n2
Status	
Adopted	October 23, 2018
Last Revised	October 22, 2024

8407 - **SAFE-SCHOOL OFFICERS**

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies to establish or assign one or more ~~safe-school officers~~Safe-School Officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single-school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Manatee County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; and

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

School Guardians ~~(The Coach Aaron Feis Guardian Program)~~(The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program)

The Board utilizes school guardians pursuant to The Chris Hixon, Coach Aaron Feis , and Coach Scott Beigel Guardian Program.

The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, the Superintendent must verify through evidence provided by the Manatee County Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15.

The guardian training program must include twelve (12) hours about responding to and de-escalating incidents on school premises.

The District must report to the Florida Department of Law Enforcement (FDLE) the name, date of birth, and appointment date of each person appointed as a guardian, as well as the date of separation if a guardian leaves the assignment.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

Pursuant to Florida State Board of Education Rule 6A-1.0018, Florida schools are also required to establish a policy for safe-school officer assignment outside the regular school day, including during, before, and after school, summer school, during extracurricular activities, and for school-sponsored events.

School administration is responsible for determining if safe-school officers are needed for extracurricular activities and after-school events. School administration will consider the number of persons present, the ratio of staff members to students, and any other safety and security measures available.

The School Safety Specialist, in consultation with the Chief of Safety & Security, Law Enforcement, and the learning community and/or Executive Directory of Secondary Schools, may require schools to add or implement additional safety and security measures for extracurricular activities and after-school events.

Safe-School officers will be assigned during the summer session based on the availability of resources.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes. the occurrence of the following:

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

Revised 7/27/21
Revised 3/8/22
Revised 12/13/22
Revised 3/28/23
Revised 10/22/24

© Neola 2025~~24~~

Legal F.S. 30.15
F.S. 1006.12

F.A.C. 6A-1.0018

Book	Policy Manual
Section	8000 Operations
Title	FOOD AND NUTRITION SERVICES PROGRAM
Code	po8500
Status	Active
Adopted	June 27, 2017
Last Revised	May 25, 2019

8500 - **FOOD AND NUTRITION SERVICES PROGRAM**

The School Board shall, upon the recommendation of the Superintendent, employ the staff necessary to a food service program in each school in accordance with Federal and State laws, regulations, Board policies, and District procedure identified to achieve best practice. Procedure manuals will be revised annually to assure alignment with best practice and School District strategic plan. Those manuals are: Food and Nutrition Services Procedure ManualOperations, and HACCP (Hazard Analysis Critical Control Point)., and One Source An employee handbook will be provided to all employees annually.

The Food Services Program shall participate in the National School Lunch, Breakfast Programs, after-school snack, after-school meals (CACFP), and commodity foods and comply with all Federal and State regulations pertaining to the programs.

A. Food Service Program

Formatted: Space Before: Auto, After: Auto

The District recognizes the importance of good nutrition to each student's educational performance.

B. Staffing

1. Administrative Responsibility

   The direct responsibility for supervision and administration of the food service program shall be delegated to the Director of Food and Nutrition Services who shall provide system-wide coordination and supervision directed toward the most efficient and nutritional operation at the lowest possible cost to the student.

2. Food Service Manager

   The Food Service Manager shall work under the direct supervision of the Food and Nutrition Services Department in accordance with Board policy, State law, and other applicable legal requirements.

3. Other Food Service Personnel

   Additional personnel shall be employed in accordance with established procedures and job classifications.

C. General Provisions

1. Training

   All Food and Nutrition Services Department employees must complete provided training in accordance with USDA Professional Standards policy.

2. Food Safety Training

   All Food and Nutrition Services management and supervisory staff will maintain ServSafe Certification from the National Restaurant Foundation.

3. Meal Charge Plan Policy

   Food and Nutrition Services Meal Charge Plan is available on the School District's website, the Food and Nutrition Services website, and is available from each school's front office. Schools will provide a copy of the plan when students are enrolled. ~~A copy of the Food and Nutrition Services Meal Charge Policy is mailed to all households annually. The policy can also be found on the School District's website and is available from each school's front office. Transfer students will receive a copy of the policy from the school when their child is enrolled.~~

4. Language and Disability Accommodations

   Language assistance and disability accommodations are available. Food and Nutrition Services will not require an individual with a disability to bring another individual to interpret for them. In case of emergency, accompanying adults may interpret or facilitate communication. We will consult with the individual with a communication disability to reach an agreement on the appropriate and effective auxiliary aid and service. A record of accommodation requests made to the Food and Nutrition Services department will be kept annually.

5. Meal Modifications for students with disabilities are available.
   Refer to District Meal Modifications and Food Allergies Policy 5335.02 for additional information.

4.

D. Cost of Meals

The food service program shall be operated on a nonprofit basis. The price of meals shall be set by the Board upon the recommendation of the Superintendent and shall be in compliance with USDA Healthy Hunger Free Kids Act, Paid Meal Equity

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 0.69", Space Before: Auto, After: Auto, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.69" + Tab after: 0.94" + Indent at: 0.94"

Formatted: List Paragraph, Indent: Left: 1"

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: No bullets or numbering

requirements. Adults shall pay the Board-adopted adult sale price. Annually the district will reimburse the Non-profit Food Service Fund for only school meal debt deemed uncollectable, as defined by 2 CFR § 200.426.

E. Eligibility for Free or Reduced-Price Meals

It is the intent of the Board to participate in the National School Lunch and Breakfast Program and to offer paid, free, or reduced-price meals in accordance with- the USDA guidelines.

1. Free and reduced-price meals will be made available to all eligible students. Income eligibility shall be determined by the Food and Nutrition Services Department in accordance with the guidelines issued annually by the USDA.

2. Parents will be notified each year that meal benefits are available and how to apply. Households will receive a notification letter alerting them to their student's meal benefit status. They can request additional copies of this letter by contacting the district office.

3. Students receiving free or reduced priced meals will not be identified as such during meal service by Food and Nutrition Services staff.

~~E.~~4. Free and reduced sStudents will not be denied a meal if they have a negative account balance. They will receive a limited meal choice if their balance exceeds the pre-designated limits in the meal charge plan. . The identification of students receiving free or reduced-price meals shall be safeguarded and confidential.

F. School Breakfast Program

1. Further, Tthe Board shall may offer breakfast meals free of charge to all students in each elementary, middle, and high school.

~~2. Eligibility~~

Free and reduced price meals will be made available to all eligible students. Income ~~eligibility shall be determined by the Food and Nutrition Services Department in accordance with the guidelines issued annually by the USDA.~~

~~Identification~~

~~The identification of students receiving free or reduced-price meals shall be safeguarded and confidential.~~

G. Non-Discrimination Statement

Formatted: Font: 12 pt, Border: : (No border)

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Border: : (No border)

Formatted: Indent: Left: 0.94", No bullets or numbering

Formatted: Border: : (No border)

Formatted: Indent: Left: 0.94", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Border: : (No border)

Formatted: Indent: Left: 0.94", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 0.69", Space Before: Auto, After: Auto, Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.79" + Indent at: 1.04"

Formatted: Indent: Left: 0.69", Space Before: Auto, After: Auto, No bullets or numbering

Formatted: Indent: Left: 0.69", No bullets or numbering

Formatted: Normal, Indent: Left: 0.69", Space Before: Auto, After: Auto, No bullets or numbering

Formatted: Font: Font color: Auto, Border: : (No border), Ligatures: Standard + Contextual

Formatted: Font: Arial Nova, 11 pt

Formatted: List Paragraph, Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.06" + Tab after: 0.31" + Indent at: 0.31"

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: Program Discrimination Complaint Form English [409.6 kB] , Program Discrimination Complaint Form Spanish [389.3 kB] and, Program Discrimination Complaint Form Haitian Creole [185.2 kB], from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov

3. This institution is an equal opportunity provider.

Formatted: Space After: 8 pt, Line spacing: Multiple 1.07 li, No bullets or numbering, Font Alignment: Auto, Pattern: Clear

Revised 10/23/18
Revised 5/25/19

© Manatee 2019

Legal
F.S. 595.405
F.S. 1001.41
F.S. 1001.42
F.S. 1001.51
F.S. 1013.12
F.A.C. 5P-1.002

F.A.C. 5P-1.003

F.A.C. 5P-1.004

F.A.C. 5P-1.005

42 U.S.C. 1758

Health, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 C.F.R. Part 15b

7 C.F.R. Part 210

7 C.F.R. Part 215

7 C.F.R. Part 220

7 C.F.R. Part 225

7 C.F.R. Part 226

7 C.F.R. Part 227

7 C.F.R. Part 235

7 C.F.R. Part 240

7 C.F.R. Part 245

7 C.F.R. Part 3015

80 F.R. 11077

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

§

Book	Policy Manual
Section	8000 Operations
Title	NUTRITION AND WELLNESS
Code	po8510
Status	Active
Adopted	June 27, 2017
Last Revised	October 23, 2018

8510 - **NUTRITION AND WELLNESS**

The School Board recognizes that good nutrition and regular physical activity affect the health and well-being of the ~~District's~~district's students. Furthermore, research suggests that there is a positive correlation between a student's health and well-being and his/her ability to learn. Moreover, schools can play an important role in the developmental process by which students establish their health and nutrition habits by providing nutritious meals and snacks through the schools' meal programs, by supporting the development of good eating habits, and by promoting increased physical activity both in and out of school.

The Nutrition and Wellness Policy is implemented as part of the School~~Student~~ Health Advisory Committee (SHAC). Following the Coordinated School Health Approach, SHAC members will include food service, school health, teachers, curriculum, school administration, employee wellness, as well as a school board member, parents, students, and community representatives in the healthcare field. SHAC members are selected on an annual basis according to state school health guidelines and meet bi-annually. SHAC meetings dates are advertised to the public and are open to the community. The purpose of the SHAC is to monitor the compliance of the nutrition and wellness policy, propose needed revisions to the policy, and set yearly measurable goals. SHAC will provide training, tools, and information for effective implementation of the wellness policy. SHAC will review and consider evidence-based strategies and techniques in establishing measurable goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.

~~A Healthy School Team will be established at each school that should include at least the following members: parents, students, food service members, administrators, school health~~ professionals, physical education teachers, and the public. Each Healthy School Team will be ~~responsible for monitoring school compliance with the Nutrition and Wellness Policy along with~~ selecting a leader that will report to SHAC. Healthy School Teams will meet bi-annually.

~~The following standards apply to all foods available to students during the school day on the~~ school campus. According to the Healthy Hunger Free School Act, the school day is the period ~~from the midnight before, to thirty (30) minutes after the end of the official school day. The~~ school campus is defined as all areas of the property under the jurisdiction of the school that are ~~accessible to students during the school day.~~

A. Nutrition

1. Nutritional Standards:

1. All foods must meet at least one of the following:

a. Must be "whole grain-rich"

b. Include fifty percent (50%) or more whole grains by weight or

c. Have a whole grain listed as the first ingredient

2. Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food

3. Be a combination food that contains at least ¼ cup of fruit and/or vegetable

4. All foods plus any accompaniments (dressing, jelly, etc.) must also meet the following:

Nutrient	Snack Item	Entrée Items*
Calories	≤ 200 calories	≤ 350 calories
Sodium	≤ 200 mg	≤ 480 mg
Total Fat	≤ 35% of calories	≤ 35% of calories
Saturated Fat	<10% of calories	<10% of calories
Trans Fat	0 grams	0 grams
Sugar	≤ 35% of weight	≤ 35% of weight

5. Exemptions:

a. Any entrée item offered as part of the breakfast or lunch program is exempt if it is served as a competitive food on the day of service or the day after service in the breakfast or lunch program.

b. Fresh or frozen fruits and vegetables with no added ingredients, except water.

c. Canned fruits with no added ingredients except water, which are packed in 100% juice, extra light syrup, or light syrup.

d. Low sodium/no salt added canned vegetables with no added fats.

e. Reduced fat cheese, nuts, seeds, and nut/seed butters, as well as seafood and whole eggs with no added fat are exempt from the total fat and

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25", Font Alignment: Auto, Pattern: Clear

Formatted: Font: Arial Nova, 11 pt

~~saturated~~ ~~fat standards.~~

~~2.~~A. School Meals

1. All Meals

   a. To the maximum extent possible, all schools will participate in available Federal school meal programs, including the SBP, NSLP, ASSP, AMP, and SFSP.

   b. All reimbursable meals will meet nutrition standards mandated by USDA, as well as any additional State nutrition standards that go beyond USDA requirements.

   c. Students with special dietary needs will be accommodated as required by USDA regulations and District Meal Modifications and fFood aAllergiesy Policy 5335.02. The ~~D~~district dietitian will be available to meet with students and parents to discuss meal options and accomodationsaccommodations.

   d. Water will be available to students within the cafeteria either through a water fountain or water cooler.

   e. Dining areas and cafeterias will be kept are attractive and include enough seating to accommodate all students who would like to sit and eat.

   f. All menus, nutritional content, allergy and ingredient information will be available ~~on the District Webpage,~~ through application software, and via hardcopy if requested.

   g. A comprehensive outreach, promotion, and pricing plan will be used to ensure maximum participation in the school meal program, and ensure all eligible students qualify and receive meal benefits.

   h. The District will make student meal accounts readily available online.

   i. When available and competitively priced, local foods will be considered during menu planning. Fresh from Florida, Farm to School, and Harvest of the Month items will be promoted on the menu and within the cafeteria.

~~f.~~

2. 2. Breakfast and Lunch

Formatted: Font: 11 pt

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph

Formatted: Font: 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Tab after: 2" + Indent at: 2"

Formatted: Font: Arial Nova, 11 pt

Formatted: Right: 0", Don't add space between paragraphs of the same style, Line spacing: single, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Tab after: 2" + Indent at: 2"

Formatted: Right: 0.53", Don't add space between paragraphs of the same style, Line spacing: single, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Tab after: 2" + Indent at: 2"

Formatted: Font: Arial Nova, 11 pt

Formatted: Right: 0.53", Don't add space between paragraphs of the same style, Line spacing: single

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 0.5", Right: 0", Space After: 4 pt, Don't add space between paragraphs of the same style, Line spacing: single, No bullets or numbering, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Font Alignment: Auto, Pattern: Clear, Tab stops: Not at 1.68" + 1.68"

Formatted: Indent: Left: 1.25", No bullets or numbering

a. All schools will provide breakfast and lunch through the USDA National School Lunch Program. ~~School Breakfast Program. Schools with more than eighty percent (80%) of students eligible for free or reduced-price meals will provide breakfast free~~ to all students.

b. School meals will include a variety of nutrient-dense foods,
a. including whole grains and fiber-rich fruits and vegetables. Salads, sandwiches, wraps, and other alternative entrée items will be offered daily at lunch.

~~b.~~ c. ~~Students will be allowed, once seated, a minimum of ten (10) minutes to eat breakfast. If time is a concern, alternate arrangements~~ will be made which include grab and go, breakfast in the classroom, or ~~other identified initiatives. Students will be allowed, once seated, a minimum of fifteen (15) minutes to eat lunch. If time is a concern alternate arrangements will be made which include grab and go and other identified initiatives.~~

c. A choice of fresh fruits and vegetables will be offered each day as part of a healthy diet. Students will be required to take at least one-half (1/2) cup of fruit or vegetable with both breakfast and lunch.

d. ~~d.~~ Students will have a choice of ~~one percent (1%) fat white milk and skim chocolate~~ milk with breakfast and lunch based on current USDA standards. Students will be allowed to select which type of milk they choose to drink. Students are not required to take milk as part of breakfast or lunch.

e. Parents will be able to view their student's online meal account. Healthy choices will be prominently displayed in the cafeteria to encourage students to make healthy choices.

f. All schools shall operate a "closed" lunch period to encourage students to eat a nutritious lunch. Students will not be allowed to leave the school campus during lunch periods.

g. Salad, sandwich, wrap, and other alternate entrée items will be ~~offered daily at lunch.~~Students will be allowed, once seated, a minimum of ten (10) minutes to eat breakfast. If time is a concern, alternate arrangements will be made, which include grab and go, breakfast in the classroom, or other identified initiatives. Students will be allowed, once seated, a minimum of fifteen (15) minutes to eat lunch. If time is a concern, alternate arrangements will be

Formatted: Indent: Left: 1.75", Hanging: 0.19"

Formatted: Indent: Left: 1.75", No bullets or numbering

Formatted: Indent: Left: 1.75", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 1.94", No bullets or numbering

Formatted: Indent: Left: 1.75", No bullets or numbering

Formatted: Indent: Left: 1.75", Hanging: 0.19", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 1.75", Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 5 + Alignment: Left + Aligned at: 1.63" + Indent at: 1.88"

made which include grab and go and other identified initiatives.

g.

h. ~~T~~There should be enough meal periods to assure the student per meal period ratio is such that students can be moved through the lunch line efficiently. Student identification cards must be presented by all high school and middle school students for meal service. Elementary schools are encouraged to have a student identification system in place.

~~i.~~ ~~3.~~ ~~Healthy choices will be prominently displayed in the cafeteria to~~ encourage students to make healthy choices.

~~3.~~ After-Schools Snacks Program

a. After school snack programs will be provided in accordance with the USDA After School Snack Program by the Food and Nutrition Services Department. Contracted after school care programs must use Food and Nutrition Services for snacks.

b. All after-school snack programs will comply with U.S. Department of Agriculture (USDA) regulations and State rules.

c. A fresh fruit or fresh vegetable will be provided at least once a ~~week as part of the after-school snack program.~~ Fresh fruits and vegetables will be incorporated into the monthly snack menu.

d. Foods that are sold to students by the after-school education programs will only be offered after distribution of the District provided after-school snack and must meet USDA Smart Snacks Nutritional Standards below. ~~in Schools requirements, Nutrition Standards above.~~

~~d.~~

4. Supper

a. Supper will be provided through the Florida Department of Health and Human Services at approved schools.

b. Fresh fruits and vegetables will be incorporated into the supper menu.

c. Meals will meet all program requirements for the supper meals as prescribed by U.S. Department of Agriculture (USDA).

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 2", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 1.75", Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 5 + Alignment: Left + Aligned at: 1.63" + Indent at: 1.88"

Formatted: Indent: Left: 0.5", First line: 0.5", Space After: 4 pt, No bullets or numbering, Font Alignment: Auto, Pattern: Clear

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: 11 pt

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

Formatted: Border: : (No border)

Formatted: Border: : (No border)

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Border: : (No border), Ligatures: None

Formatted: No bullets or numbering

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 1" + Indent at: 1.25", Font Alignment: Auto, Pattern: Clear

Formatted: Font: 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Border: : (No border), Ligatures: None

Formatted: List Paragraph, Indent: Left: 1.75", Numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.5" + Indent at: 2.75"

5. A la Carte

a. All a la carte items offered by the Food and Nutrition Department will meet USDA Smart Snacks Nutritional Standards below ~~in~~ Schools requirements, Nutrition Standards above.

~~a.~~

b. Fresh fruits and vegetable will also be offered as a la carte.

c. Parents can restrict the purchase of a la carte items through the application software or by contacting the cafeteria manager.

B. OOther Foods Available to Students

The following standards apply to all foods, other than those in school meals, available to students during the school day on the school campus. The Healthy Hunger Free School Act defines the school day as the period from the midnight before, to thirty (30) minutes after the end of the official school day. The school campus is defined as all areas of the property under the jurisdiction of the school that are accessible to students during the school day. No ready-to-eat combination foods of meat or meat alternate and grain products may be sold to students during the school day.

USDA Smart Snack Nutritional Standards:

A. All foods must meet at least one of the following:

~~Must be "whole grain-rich"~~

Include fifty percent (50%) or more whole grains by weight or h

- ~~Have a whole grain listed as the first ingredient~~
- Have as the first ingredient one of the non-grain major food groups: a fruit, a vegetable, a dairy product, or a protein food
- Or Be a combination food that contains at least ¼ cup of fruit and/or vegetable
- If water is the first ingredient, the second ingredient must be one of the above

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted … [1]

Formatted: Indent: Left: 2", No bullets or numbering

Formatted: Indent: Left: 1.75", Numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.5" + Indent at: 2.75"

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: First line: 0", Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 1", Right: 0.15", Line spacing: single

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 0.25", First line: 0"

Formatted: Indent: Left: 1.25", Don't add space between paragraphs of the same style, No bullets or numbering

Formatted … [2]

Formatted: Indent: Left: 1.75"

Formatted … [3]

Formatted … [4]

Formatted … [5]

Formatted … [6]

Formatted … [8]

Formatted … [7]

Formatted … [9]

Formatted … [10]

Formatted … [11]

Formatted … [12]

Formatted … [13]

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted … [14]

B. All foods plus any accompaniments (dressing, jelly, etc.) must also meet the following:

Nutrient	Snack Item	Entrée Items*
Calories	≤ 200 calories	≤ 350 calories
Sodium	≤ 200 mg	≤ 480 mg
Total Fat	≤ 35% of calories	≤ 35% of calories
Saturated Fat	<10% of calories	<10% of calories
Trans Fat	0 grams	0 grams
Sugar	≤ 35% of weight	≤ 35% of weight

Allowable exemptions to these standards:

- Any entrée item offered as part of the breakfast or lunch program is exempt if it is served as a competitive food on the day of service or the day after service in the breakfast or lunch program.
- Fresh or frozen fruits and vegetables with no added ingredients, except water.
- Canned fruits with no added ingredients except water, which are packed in 100% juice, extra light syrup, or light syrup.
- Low sodium/no salt added canned or frozen vegetables with no added fats.
- Reduced fat cheese, nuts, seeds, and nut/seed butters, as well as seafood and whole eggs with no added fat are exempt from the total fat and saturated fat standards.

B.—

1. ~~Classroom~~ School Celebrations

~~1.~~a. ~~S~~School-wide celebrations and special events may be exempted from the nutritional standards once each quarter.

~~2.~~b. Only food prepared by and purchased from licensed food service establishments may be served to students, except food brought by the parent for their child only. Ingredient labels must be available for all food brought to the classroom.

~~3.—Classroom celebration baskets and foods meeting these standards will be made available for sale through the District Food and Nutrition~~ services catering program.

c. ~~All food served during classroom celebrations must meet~~ USDA

Formatted ... [15]
Formatted ... [16]
Formatted: Indent: Left: 1.75", Space Before: 0.05 pt, Don't add space between paragraphs of the same style, No bullets or numbering, Tab stops: 0.88", Left + Not at 1.28"
Formatted ... [17]
Formatted: Font: Arial Nova, 11 pt
Formatted Table
Formatted: Font: Arial Nova, 11 pt
Formatted ... [18]
Formatted ... [19]
Formatted: Font: Arial Nova, 11 pt
Formatted ... [20]
Formatted ... [21]
Formatted: Font: Arial Nova, 11 pt
Formatted ... [22]
Formatted ... [23]
Formatted Table
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt
Formatted ... [24]
Formatted ... [25]
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt
Formatted ... [26]
Formatted: Border: : (No border)
Formatted ... [27]
Formatted ... [29]
Formatted ... [28]
Formatted ... [30]
Formatted ... [31]
Formatted ... [32]
Formatted ... [33]
Formatted ... [34]
Formatted ... [35]
Formatted: Indent: Left: 1.56"

Smart Snacks Nutritional Standards ~~in Schools~~ requirements, Nutrition Standards above should be considered when bringing in food for classroom parties. Healthy food alternatives, games, and crafts should be used as alternatives.

~~4.~~

5.~~d.~~ In elementary schools, foods and beverages for classroom parties and celebrations can only be offered in the last hour of the school day. If allowing celebrations, sSchools are encouraged to establish once a once a month birthday celebration for all students who had a birthday during the month.

2. ~~62.~~ Rewards/Classroom Food

a. ~~Parents, teachers, and staff shall provide non-food alternatives for activities and during the school day.~~If food is used as part of a learning experience, staff shall consider the USDA Smart Snack Nutritionalational Standards. Food allergies/medical conditions should also be considered.

~~1.~~

2.b.Staff shall consider the ~~All foods used for rewards must meet~~ USDA Smart Snacks ~~in Schools requirements,~~ Nutritional Standards above when using food as a reward.

~~a.~~ Students are allowed to have individual water bottles in the classroom unless disciplinary issues dictate otherwise.

~~c.~~

~~b.~~ Fund-raising sales in the classroom during the school day to students must meet USDA Smart Snacks in Schools requirements, Nutrition Standards above. Items that meet Smart Snack requirements may only be sold thirty (30) minutes after the last lunch period.

~~d.~~

~~c.~~ Foods distributed to students as part of classroom snacks will meet USDA Smart Snacks ~~in Schools requirements,~~ Nutrition Standards above.

~~e.~~

~~1.~~ ~~Foods may be used as an integrated part of the lesson. Efforts should be made to be sure the foods used meet USDA Smart Snack in Schools requirements, Nutrition Standards above.~~

1.f. The ~~District~~district will disseminate a list of healthy party/snack ideas and nonfood rewards to parents and teachers.

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual
Formatted ... [36]
Formatted ... [37]
Formatted ... [38]
Formatted ... [39]
Formatted ... [40]
Formatted ... [41]
Formatted ... [42]
Formatted: Indent: Left: 1", No bullets or numbering
Formatted ... [43]
Formatted ... [44]
Formatted ... [45]
Formatted ... [46]
Formatted ... [47]
Formatted ... [48]
Formatted ... [49]
Formatted: Indent: Left: 1.56"
Formatted ... [50]
Formatted ... [51]
Formatted ... [52]
Formatted ... [53]
Formatted: Indent: Left: 1.56"
Formatted ... [54]
Formatted ... [55]
Formatted ... [56]
Formatted ... [57]
Formatted: Indent: Left: 1.56"
Formatted ... [58]
Formatted ... [59]
Formatted ... [60]
Formatted ... [61]
Formatted ... [62]
Formatted: Font: Arial Nova, 11 pt
Formatted ... [63]
Formatted ... [64]

37. Vending

~~3.~~

During the school day, vending machines accessible to students is limited to:

~~1.~~ • Elementary – no vending

~~2.~~ • Middle School – not until one (1) hour after last bell

3. • High School – not ~~during meal service hours~~ until 30 minutes after the last lunch period.

All vending machines if available to students must be provided with a locking/timer mechanism. Machines must be turned off until 30 minutes after the last lunch period. ~~during meal service hours.~~

~~C.~~ 84. Beverages

Portion sizes listed are the maximum that can be offered.

Beverages	Elementary	Middle	High
Plain water	unlimited	unlimited	unlimited
Unflavored low-fat milk	8 fl. oz.	12 fl. oz.	12 fl. oz.
Unflavored or flavored fat-free milk	8 fl. oz.	12 fl. oz.	12 fl. oz.
100% fruit or vegetable juice	8 fl. oz.	12 fl. oz.	12 fl. oz.
100% fruit or vegetable juice diluted with water but no added sweeteners	8 fl. oz.	12 fl. oz.	12 fl. oz.
Other flavored and/or carbonated beverages that are	Not allowed	Not allowed	20 fl. oz.

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 1"

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Font: 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 1.5" + Indent at: 1.75"

Formatted: Indent: Left: 1", Space Before: Auto, After: Auto, No bullets or numbering

Formatted Table

labeled to contain 5 calories or less per 8 fl. oz., or 10 calories or less per 20 fl. oz.			
Other flavored and/or carbonated beverages that are labeled to contain 40 calories or less per 8 fl. oz. or 60 calories or less per 12 fl. oz.	Not allowed	Not allowed	12 fl. oz.

~~D.~~

For elementary and middle school students: foods and beverages must be caffeine-free with the exception of trace amounts of naturally occurring caffeine substances. Food and beverages for high school students may contain caffeine.

1. 95. Snack Vending

All snack foods available must meet stated timeframes and USDA Smart Snacks in Schools requirements, Nutritional Standards above.

2. 106. School Stores/Group Sales

   a. Foods sold in school stores must meet the nutritional requirements as stated in USDA Smart Snacks in Schools requirements, Nutritional Standards above.

   b. Documentation must be maintained by the store/group staff to assure that all foods meet the nutrition standards.

   c. In accordance with State regulation, foods cannot be sold in schools' stores/groups until thirty (30) minutes after the last lunch period.

3. 117. Concession

Concession stands operating during the school day must meet the criteria outlined in the procedures. Concession stands operating outside of the school day are exempt from restrictions on food sold to students.

4. 128. Culinary Programs

   ~~a.~~ a. Foods sold to students as part of a culinary instructional program must meet USDA Smart Snacks in Schools requirements, Nutritional

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: No underline

Formatted: No underline

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: List Paragraph, Indent: Left: 1.56", Space Before: 0.05 pt, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.06" + Indent at: 2.31", No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Font Alignment: Auto, Pattern: Clear, Tab stops: 0.88", Left

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Ligatures: Standard + Contextual

Formatted: Font: Font color: Auto

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Ligatures: Standard + Contextual

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Standards above.

b. b. In accordance with State regulation, food from these programs ~~can not~~ cannot be sold to students until thirty (30) minutes after the last lunch period.

5. ~~139.~~ Foods brought into schools during meal service hours

a. a. Parents are encouraged to provide meals from home that meet the nutritional requirements set forth in Dietary Guidelines for Americans.

b. b. Occasionally, a parent may bring food into the cafeteria for their student only, not for larger groups of students.

E. C. Fund-Raisers

1. ~~F~~Foods sold for fund-raising purposes during the school day on the school campus must meet the minimum nutrition requirements as outlined in USDA Smart Snack Nutritional Standards above.

2. In accordance with State regulations, fund-raiser foods or beverages may not be sold until thirty (30) minutes after the last lunch period.

3. All vendors who plan to sell food to students during the school day on school campus must meet with the Food and Nutrition Services department to evaluate whether the food complies with USDA Smart Snack Nutritional Standards. Vendors not meeting policy requirements will not be permitted to sell food during the school day to students.

4. ~~T~~The ~~District~~district will maintain fund-raising tips and ideas on the Food and Nutrition Services website.

3.

5. Schools are encouraged to have a majority of their fund-raising come from non-food alternatives.

4.

6. Food fund-raisers that sell food to be consumed off-site are exempt from meeting the nutritional guidelines.

5.7. Food and Nutrition Services will make Smart Snack compliant items available for bulk purchase for schools to use as fundraisers.

F. D. Marketing Food and Beverages

~~1.~~ 1. Advertising visible to students during the school days must be consistent with USDA Smart Snacks ~~in Schools requirements,~~ Nutritional

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted ... [65]

Formatted ... [66]

Formatted ... [67]

Formatted ... [68]

Formatted ... [69]

Formatted ... [70]

Formatted ... [71]

Formatted ... [72]

Formatted ... [73]

Formatted ... [74]

Formatted ... [75]

Formatted ... [76]

Formatted ... [77]

Formatted ... [78]

Formatted ... [79]

Formatted ... [80]

Formatted ... [81]

Formatted ... [82]

Formatted ... [83]

Formatted ... [84]

Formatted: No underline

Formatted: No underline

Standards above.

2. 2. Marketing activities that promote healthful behaviors are encouraged.

G. E. Food Safety and Security

1. 1. Food and non-food inventory located at the schools will not be part of the building master key. Emergency use only keys will be provided to the building principal. District maintenance and security will also have keys for after hour access.

2. 2. Use of the food service area (kitchens) must follow District facility use agreement. A food service employee must be present any time the facility will be used for the preparation or service of food.

3. School Food and Nutrition Services operation will use the Hazard Analysis Critical Control Point (HACCP) guidelines to assure food safety and security.

3. 4. Cafeteria managers will maintain a safe food handling certification and all staff training will be tracked at the district level to ensure USDA Professional Standards are met along with state and district requirements.

4. 5. Education activities using raw ingredients, such as eggs, meats, should be prepared under the supervision of staff who have food safety training.

5. 6. 6. Only food prepared by and purchased from licensed food service establishments may be served to students, except food brought by the parent for their child. Ingredient labels must be available for all food brought to the classroom.

6. 7. Only Food and Nutrition Services employees are authorized to receive the deliveries of program food and beverages.

7. Hand sanitizer stations will be available to the students as they enter the food service area.

H. F. Nutrition Education

1. 1. General Requirements

a. a. All students in grades K-12, including students with disabilities, special health care needs, and those in alternative educational settings, have the opportunity to participate in a variety of learning experiences that support development of healthful eating habits.

b. b. Schools will strive toward integrating nutrition education with a coordinated school health approach.

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Left: 1", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 1", Hanging: 0.19"

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 1", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

c. c. Promote the integration of nutrition education into other areas of curriculum such as math, science, health, physical education, language arts, and social studies.

d. Utilize the Florida Department of Education Health Education benchmarks for each grade level and follow the District Student Progression Plan.

e. All schools will be enrolled with the United States Department of Agriculture as a Team Nutrition School.

f. Each elementary school will have a set of Serving Up MyPlate Kit: A Yummy Curriculum for grades 1st through 5th5th.

~~d.~~

2. 2. Cafeterias/Food and Nutrition Services

a. a. Attractive, current nutrition education materials are prominently displayed in dining areas.

~~b.~~ b. Teachers collaborate with the school food and nutrition staff to use the cafeteria as a learning laboratory that allows students to apply critical thinking skills.

c. c. Provide nutrition education in the classroom and throughout the ~~District~~district by the nutrition specialist/registered dietitian.

~~d.~~ d. Provide nutrition education and consultation to students, school advisory groups, and other school-based groups by the nutrition specialist/registered dietitian.

e. e. Provide nutrition education materials to promote healthy eating, physical activity, food systems and overall wellness developed by the nutrition specialist/registered dietitian.

f. Provide nutrition education resources on the food and nutrition website.

g. Food and Nutrition Services will support school garden activities and will work with school gardens and agriculture programs to prepare recipes utilizing school grown produce.

~~f.~~

~~I.~~ G. Physical Activity

Physical education instruction focuses on the outcomes of achieving and maintaining

Formatted: Indent: Left: 1.56", Hanging: 0.19"

Formatted: Font: Arial Nova, 11 pt

Formatted: Normal, Indent: Left: 1.56", Hanging: 0.19", Right: 0", Line spacing: single, No bullets or numbering, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: Not at 1.28" + 1.28"

Formatted: Indent: Left: 1.56"

Formatted: No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19"

Formatted: Indent: Left: 1.56"

Formatted: Font: Arial Nova, 11 pt, Font color: Custom Color(RGB(32,37,41)), Condensed by 0.1 pt

Formatted: Normal, Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 1.56", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

a health-enhancing level of fitness and understanding that physical activity provides the opportunity for enjoyment, challenge, self-expression, communication, and well-being.

1. 1. General Requirements

   a. a. All students shall receive the prescribed amount of physical education dictated by the District's Student Progression Plan.

   b. b. Exceptions or exemptions to physical education requirements are stated in the Student Progression Plan.

2. 2. Other Physical Activity Opportunities

   a. a. All school classrooms health education will compliment physical education by reinforcing the knowledge and self-management skills needed to maintain a physically-activephysically active lifestyle.

   b. b. Opportunities for physical activity will be incorporated into other subject areas.

   c. c. Classrooms shall incorporate, where possible and appropriate, short physical activity breaks between lessons and classes.

   d. d. Staff members shall not deny participation in recess or other physical activity opportunities as a form of discipline or punishment unless the safety of students is in question.

   e. e. Staff members shall not require the participation in physical activity, such as walking laps, as a form of discipline or punishment during the school day.

   f. Intramurals, walkers/runnersrunners' clubs, and other physical activities events will be utilized, where possible and appropriate, as additional opportunities for physical activity.

   g. Students should have the opportunity to be physically active before and after school where possible.

   f.

3. 3. School-Based Activities

   a. a. Food and Nutrition Services will support school-based wellness efforts.

   b. b. The Food and Nutrition Service will provide resources for schools and teachers.

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19"

Formatted: Indent: Left: 1.56", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Catering

~~District Food and Nutrition Services provides catering services that meet all required nutritional standards. Food and Nutrition Services should be considered when utilizing outside catering~~ services.

H. Employee Wellness

1. School district staff will be encouraged to model healthy eating and physical activity behaviors for students.

2. To support employee wellness, the District will have an employee ~~The District~~ will have an employee wellness program that focuses on staff wellness issues, identifies and distributes wellness resources and performs other functions that support staff wellness in coordination with employee benefits staff.

3. ~~All~~ All staff will be provided with opportunities to participate in physical activities and healthy eating programs that are accessible and free or low-cost.

4. All district sites will follow Policy 4215 Tobacco-Free Work and Learning Environments

~~I.~~ I. Recordkeeping/Accountability/Evaluation

1. Schooltudent Health Advisory Committee (SHAC) Responsibilities

a. Meet bi-annually. SHAC members will include food service, school health, teachers, curriculum, school administration, employee wellness, as well as a board member, parents, students, and community representatives in the ~~school school health guidelines~~ healthcare field. SHAC members are selected on an annual basis according to state school health guidelines.

b. ~~The SHAC will e~~Establish priority or goal items and yearly measurable goals. ~~to be included in the evaluation component of the policy. SHAC~~ will also

c. Review and consider evidence-based strategies and techniques in establishing goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.

d. ~~h~~Help in the implementation of District-wide wellness programming. Community partnerships and community members

Formatted: Font: Not Bold
Formatted: Indent: Left: 0.75", First line: 0.5"
Formatted: Indent: Left: 0.75"
Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None
Formatted: Indent: Left: 1", Hanging: 0.19"
Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None
Formatted: Normal, Indent: Left: 1", Hanging: 0.19", Font Alignment: Auto, Pattern: Clear
Formatted: Indent: Left: 1", Hanging: 0.19"
Formatted ... [85]
Formatted: Font: Arial Nova, 11 pt
Formatted: Border: : (No border)
Formatted ... [86]
Formatted ... [87]
Formatted ... [89]
Formatted ... [90]
Formatted ... [88]
Formatted: Indent: Left: 1"
Formatted: Font: Not Bold
Formatted: Font: Not Bold
Formatted: Indent: Left: 0.75"
Formatted: Indent: Left: 1", First line: 0"
Formatted: Indent: Left: 1"
Formatted: Font: Arial Nova, 11 pt
Formatted ... [91]
Formatted ... [92]
Formatted: Border: : (No border)
Formatted ... [93]
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt, Font color: Auto
Formatted ... [94]
Formatted: Font: Font color: Dark Gray
Formatted: Border: : (No border)
Formatted ... [95]
Formatted ... [96]
Formatted ... [97]

will be utilized to assist in the development, implementation, and evaluation of the district's local wellness initiatives.

e. Monitor the compliance of the nutrition and wellness policy and propose needed revisions to the policy.

f. Provide training, tools, and information for effective implementation of the wellness policy.

2. Accountability and Evaluation

a.

SHAC will meet at least twice annually. Food and Nutrition Services will conduct an annual review to assure compliance with policy procedures at all schools. A triennial assessment will be conducted every three years.

b. The Food and Nutrition Services Director shall ensure the overall compliance with the wellness policy.

c. A detailed annual report on the completion of yearly goals and school-based wellness policy compliance will be provided to the Superintendent, Board, and the community at a Board meeting. This report will also be available on the SHAC website.

d. SHAC will update and make modifications to the wellness policy based on the results of the annual survey and triennial assessments and/or as local priorities change, community needs change, wellness goals are met, new health information and technology emerges and new Federal or State guidance or standards are issued. The wellness policy will be assessed as indicated at least every three (3) years.

e. The most current version of the wellness policy will be available on the Food and Nutrition Services website and the SHAC website for public use.

f. Florida Department of Agriculture and Consumer Services will monitor District compliance as part of their administrative review process. The Food and Nutrition Services Department will monitor school compliance as part of their annual school review process.

Revised 10/23/18

© Manatee 2018

Legal
42 U.S.C. 1751 et seq.

Formatted: Border: : (No border)
Formatted: Font: Arial Nova, 11 pt
Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt
Formatted: Indent: Left: 1.56", Hanging: 0.19"
Formatted: Indent: Left: 1"
Formatted: Body Text, Indent: Left: 1.56", Hanging: 0.19", Right: 0.06", Space Before: 7.75 pt, Line spacing: Multiple 0.82 li, Font Alignment: Auto, Pattern: Clear
Formatted: Indent: Hanging: 0.19"
Formatted: Body Text, Indent: Left: 1.56", Hanging: 0.19", Right: 0.06", Space Before: 7.75 pt, Line spacing: Multiple 0.82 li, Font Alignment: Auto, Pattern: Clear
Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None
Formatted: Border: : (No border)
Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None
Formatted: Indent: Left: 1.56", Hanging: 0.19"
Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None
Formatted: Indent: Left: 1.56"
Formatted: Font: (Default) Arial Nova, 11 pt, Border: : (No border), Ligatures: None
Formatted: List Paragraph, Indent: Left: 1.56", Numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.5" + Indent at: 2.75"
Formatted: Indent: Left: 1.56"
Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None
Formatted: List Paragraph, Indent: Left: 1.56", Numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.5" + Indent at: 2.75"

42 U.S.C. 1771 et seq.
F.S. 120.81(1)(a)
F.S. 595.405
F.S. 1001.32(2)
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
F.S. 1003.453
F.S. 1003.455
F.A.C. 5P-1.003
Healthy Hunger Free Kids Act of 2010
7 C.F.R. Part 210
7 C.F.R. Part 220
§

AGENDA ITEM NO. 13.1

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval to Adopt and Amend School Board Policies (General Fund)

Executive Summary
Policies to be updated include the following:

Bylaw 0100 – Definitions (Revised)
Bylaw 0131.1 – Technical Edits (Revised)
Policy 1430.03 – Sick Leave (Revised)
Policy 5112 – Entrance Requirements (Revised)
Policy 5330.04 – Administration of Short Acting Bronchodilators (New)
Policy 5335.02 – Diet Modifications and Food Allergies (Revised)
Policy 6111 – Internal Controls (Revised)
Policy 7510 – Use of District Facilities (Revised)
Policy 8405 – School Safety and Security (Revised)
Policy 8406 – Reports of Suspicious Activity and Potential Threats (Revised)
Policy 8407 – Safe School Officers (Revised)
Policy 8500 – Food and Nutrition Services Program (Revised)
Policy 8510 – Nutrition and Wellness (Revised)

The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval to adopt and amend School Board policies (General Fund).

Financial Impact
No Financial Impact.

Contact

Submitting Department: Administration
Initiated by: Kevin Chapman

Attachments:
Policies June 10 - Part One.pdf
Policies June 10 - Part Two.pdf

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on June 10, 2025

Bylaw 0100 – Definitions (Revised)

The revisions to Bylaw 0100 include modifications to various definitions.

Bylaw 0131.1 – Technical Edits (Revised)

The revisions to Bylaw 0131.1 include (1) new language specifying that technical corrections must be of a non-substantive nature, and (2) a new option regarding the process to implement technical corrections.

Policy 1430.03 – Sick Leave (Revised)

SDMC policy revisions.

Policy 5112 – Entrance Requirements (Revised)

This policy has been revised to require written verification of satisfactory completion of "an appropriate kindergarten program" as opposed to "public or non-public school." Language stating that "home education is not an option" has been removed from the policy as it is not supported by current statutory provisions.

Policy 5330.04 – Administration of Short Acting Bronchodilators (New)

HB 883 modified F.S. 1002.20 (K-12 Student and Parent Rights) to include several new provisions related to short-acting bronchodilators (the bill changed the term "metered dose inhaler" to "short-acting bronchodilator").

Policy 5335.02 – Diet Modifications and Food Allergies (Revised)

SDMC policy revisions.

Policy 6111 – Internal Controls (Revised)

Revisions based on recent Office of Management & Budget updates.

Policy 7510 – Use of District Facilities (Revised)

SDMC policy revisions.

Policy 8405 – School Safety and Security (Revised)

Policy 8406 – Reports of Suspicious Activity and Potential Threats (Revised)

The revisions to Policy 8405 and 8406 incorporate amendments to F.A.C. Rule 6A-1.0018.

Policy 8407 – Safe School Officers (Revised)

The primary revisions to Policy 8407 include technical changes to terminology and an updated reference to "The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program" (F.S. 30.15).

Policy 8500 – Food and Nutrition Services Program (Revised)

Policy 8510 – Nutrition and Wellness (Revised)

SDMC policy revisions based on USDA updates.

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of DEFINITIONS
Code	po0100 fsj 2/6/24
Status	
Adopted	November 9, 2016
Last Revised	January 25, 2022

0100 - **DEFINITIONS**

Whenever the following items are used in these bylaws and policies, they shall have the meaning set forth below:

Administrative Procedures

A written statement, based on policy which outlines and/or describes the means by which a policy should be implemented and which provides for the management cycle of planning, action, and assessment or evaluation.

~~**Agreement**~~

~~A collectively-negotiated contract with a recognized bargaining unit.~~

Anti-Semitism

A certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities. Anti-Semitism is treated identically to discrimination motivated by race. Examples of acts considered anti-Semitism are set forth in F.S. 1000.05.

Apps and Web Services

Apps and web services are software (i.e., computer programs) that support the interaction of wireless communication devices over a network, or client-server applications in which the user interface runs in a web browser. Apps and web services are used to communicate/transfer information/data that allow students to perform actions/tasks that assist them in attaining educational achievement goals/objectives, enable staff to monitor and assess their students' progress, and allow staff to perform other tasks related to their employment. Apps and web services also are used to facilitate communication to, from, and among and between staff, students, parents, Board members, and/or other stakeholders and members of the community.

Board

The School Board of Manatee County.

Bylaw

Policy of the Board for its own governance.

Chair~~**Chairman**~~

The presiding officer of the Board. (See Bylaw 0163)

Collective Bargaining Agreement (CBA)

A collectively negotiated contract with a recognized bargaining unit.

District

The School District. When referencing the local School District, School District will be capitalized.

District-Based Noninstructional Administrators

Included in this classification are persons with District-level administrative or policymaking duties who have broad authority for the management of policies and general School District operations related to the noninstructional program. Such personnel often report directly to the Superintendent and supervise other administrative employees. This classification includes assistant, associate, or deputy superintendents and directors of major noninstructional areas, such as personnel, construction, facilities, transportation, data processing, and finance. (F.S. 1012.01(3)(b))

Due Process

The safeguards to which a person is entitled in order to protect his/her rights.

Eligible Student

A student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Full Board

Authorized number of voting members entitled to govern the District.

Information Resources

The Board defines information resources to include any data/information in electronic, audio-visual or physical form, or any hardware or software that makes possible the storage and use of data/information. This definition includes but is not limited to electronic mail, voice mail, social media, text messages, databases, CD-ROMs/DVDs, websites, motion picture film, recorded magnetic media, photographs, digitized information, or microfilm. This also includes any equipment, computer facilities, or online services used in accessing, storing, transmitting, or retrieving electronic communications.

Instructional Materials

Means items having intellectual content that by design serve as a major tool for assisting in the instruction of a subject or course. These items may consist of hardbacked or softbacked textbooks, electronic content, handouts, workbooks and worksheets, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software.

Major Tangible Personal School Property

Means any tangible personal property, of a nonconsumable nature, owned by the Board which has a capitalized value equal to or greater than the value defined in Florida statute and a normal life expectancy of one (1) year or more. (F.S. 274)

May

Is used when an action by the Board or its designee is permitted but not required.

Meeting

Is any gathering which is attended by or open to all of the members of the Board, held with the intent on the part of the members of the body present to discuss or act as a unit upon the specific public business of that body. All meetings shall comply with Florida laws (Sunshine Law).

Minor Tangible Personal School Property

Those items which are tangible, of a nonconsumable nature, with a life expectancy of one (1) year or more and with a value less than that amount defined in Florida statute. (F.S. 274)

Parent

Means either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent (F.S. 1000.21). Both parents will be considered to have equal rights unless a court of law decrees otherwise.

Policy

A general, written statement by the Board which defines its expectations or position on a particular matter and authorizes appropriate action that must or may be taken to establish and/or maintain those expectations.

Principal

The principal shall be the administrative and supervisory head of the school to which assigned by the Board and shall be responsible for the enforcement of all Board regulations and Florida State statutes which pertain to the office. In policy, "Principal" or "principal" implies the authority to delegate responsibilities to appropriate staff members unless prohibited by law or Board policy. F.S. 1001.41, 1212.28

Property

All buildings, grounds, and other real or personal school property belonging to, held by, or used by the Board shall be termed to be school property.

Real Property

That portion which is used as a site or school plant for purposes of carrying out the school program. This includes any equipment which is permanently attached to or is an integral part of the building or site.

Rule

A statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedures or practice requirements of the District. As used in this document, the term "rule" and "policy" shall have the same definition.

School Property Custodian

The custodian of school property is the person to whom responsibility for the custody of property under his/her control has been delegated by the Superintendent or the Board. This is not to be confused with the building custodian who is responsible for cleaning and maintaining the building and grounds.

Shall

This word is used when an action by the Board or its designee is required. (The word "will" or "must" signifies a required action.)

Social Media

Social media are online platforms where users engage one another and/or share information and ideas through text, video, or pictures. Social media consist of any form of online publication or presence that allows interactive communication, including, but not limited to, text messaging, instant messaging, websites, web logs ("blogs"), wikis, online forums (e.g., chat rooms), virtual worlds, and social networks. Examples of social media include, but are not limited to, Facebook, Facebook Messenger, Google Hangouts, Twitter, LinkedIn, YouTube, Flickr, Instagram, Pinterest, Skype, and Facetime. Social media does not include sending or receiving e-mail through the use of District-issued e-mail accounts. Apps and web services shall not be considered social media unless they are listed on the District's website as District-approved social media platforms/sites.

Student

A person who is officially enrolled in a school or program of the District.

Superintendent

As a Constitutional Officer under the Florida Constitution, the Superintendent is the chief executive officer of the School District. In policy, "Superintendent" or "superintendent" implies the authority to delegate responsibilities to appropriate staff members unless prohibited by law.

Textbook

This word is used to describe the learning material duly adopted and required as standard work for the study of a particular subject. It may be bound and printed with a hard or soft cover, or it may be electronic, e.g., computer software, interactive videodisc, magnetic media, CD ROM, computer courseware, on-line service, electronic medium, or other means of conveying information.

Vice-Chair~~man~~

The Vice-Chair~~man~~ of the Board.

Work Session or Work Shop

A meeting called by the Board Chairman, Superintendent, or a majority of the Board for the purpose of exploring matters that constitute the business of the District.

Statutory and Code of Notations - **A.** Citations to Florida statute are noted as F.S. **B.** Citations to the rules of the State Board of Education are noted as F.A.C. (Florida Administrative Code) **C.** Citations to the Federal Register are noted as F.R. **D.** Citations to the Code of Federal Regulations are noted as C.F.R. **E.** Citations to the United States Code are noted as U.S.C.

Revised 8/11/20
Revised 1/25/22

© Neola 2025~~0~~

Legal

F.S. 274

F.S. 1000.05

F.S. 1001.21

F.S. 1001.41

F.S. 1003.21

F.S. 1012.01(3)(b)

F.S. 1012.28

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of TECHNICAL EDITS
Code	po0131.1 fsj 2/6/25 Consent Agenda
Status	
Adopted	November 9, 2016

0131.1 - **TECHNICAL EDITS**

Periodically it may be deemed necessary to make technical edits to policies that have already been adopted through normal procedures. These technical edits may include consolidation of sections; transfer of sections; combining or dividing sections; renumbering subsections, sections, chapters and titles; edits or additions for grammatical or typographical errors; and/or alterations and omissions

not affecting the constructions or meaning of those sections, subsections, chapters, titles, or policies as a whole, and are of a non-substantive nature.

[x] The Superintendent is authorized to identify and undertake technical corrections as identified above found in the policies and regulations. Upon completion of the technical and formatting corrections, the Superintendent shall provide a brief summary of the corrections to the Board for review. Should the Board determine that a correction is substantive in nature, it will utilize the normal policy adoption procedure in Policy 0131 - *Legislative/Policymaking* to adopt the amendments to the policy or regulation.

© Neola 2025

Legal F.S. 11.242

1430.03 - **SICK LEAVE**

Administrators who are appointed to work half-time or more shall earn one (1) day of paid sick leave for each full month of employment. Earned sick leave shall be pro-rated in proportion to the number of hours employed per day. Sick leave may not be used before it is earned and credited.

A. **Accrual**

1. Four (4) days of earned sick leave credit shall be annually advanced at the end of the first month of employment of each contract year, and one (1) day of sick leave will be advanced at the end of each successive month of employment. However, each employee is entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.

2. An employee who is in an active pay status, including leave with pay, shall earn sick leave for each month in which s/he receives pay for one (1) day more than half the number of work days during that month.

3. If the employee terminates his/her employment and has not accrued the four (4) days of sick leave available to him/her, the School Board may withhold the average daily amount for the days of sick leave used but unearned by the employee.

4. Sick leave shall be cumulative from year to year.

B. **Use**

1. An employee taking sick leave shall notify the appropriate supervisor and file a certificate of absence before beginning the leave, if possible. In an emergency, the certificate of absence may be filed immediately following return to duty.

2. Sick leave shall be in increments of one-half (1/2) or full days, and may be taken for the following reasons:

    a. when the employee is unable to perform his/her duty in the school on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from his/her work;

    b. for the illness or death of the employee's spouse, child, father, mother, brother, sister, other close relative, or member of the employee's own household;

    c. as personal leave with pay for up to six (6) days per fiscal year; and

    d. for the maternity or paternity of the employee or the employee's spouse, child, other close relative, or member of the employee's own household.

C. **Transfer**

1. <u>From Other Public Schools</u>

    Sick leave may not be transferred from other public schools in Florida funded through the Florida Education Finance Program, except as approved by the Board.

2. <u>From Department of Children and Family Services (DCF)</u>

    Educational personnel in DCF residential care facilities who are employed by the Board under the provisions of F.S. 402.22(1)(d) may request, and the Board shall accept, a lump sum transfer of accumulated sick leave for such person employed by the Board in a position that is eligible to accrue sick leave under policies of the Board.

3. To Family Members

An employee may authorize transfer of accrued sick leave to his/her spouse, child, parent, or sibling, who is also a District employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein.

The personnel administrator approving the leave may require documentation of the recipient's relationship to the authorizing employee.

(F.S. 1012.61(2)(e)1)

4. ~~To Other Board Employees~~

~~An employee may donate (i.e., authorize transfer of) his/her accrued sick leave to another Board employee, provided that the transfer relates to one of the reasons set forth in Paragraph (B)(2) herein. The authorizing employee must retain at least five (5) days of sick leave, as of the time of donation under this policy.~~

~~The recipient must provide documentation from the treating physician of the illness, accident, or injury for which leave is needed.~~

~~The recipient must anticipate the need for at least three (3) days of sick leave in order to receive transfers under this policy.~~

~~Any transferred sick leave that is not used as anticipated shall be returned to the authorizing administrator, upon the recipient's return to work. In the case of multiple donors, the unused leave will be returned pro-rata to each donor.~~

~~The person receiving the transfer may not use the donated sick leave until s/he has exhausted all of his/her own accrued sick leave, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.~~

~~Donated sick leave shall have no value for terminal pay.~~

~~(F.S. 1012.61(2)(e)2)~~

D. **Terminal**

1. Leave Accumulated While Employed by the District (Sick Leave not Transferred in from Prior Employment Outside the District)

The terminal sick leave benefit shall be provided in a manner consistent with Florida Statutes for all employees as defined by Florida Retirement System (FRS) rules at the time of the employee's retirement.

If a retiree who has previously received terminal pay benefits returns to active employment, they are not eligible for additional terminal pay benefits.

General provisions: Only those sick days earned during employment with the Board shall be used to calculate terminal pay benefits.

2. Benefits upon Normal or Early Retirement

Employees shall be eligible for terminal sick pay benefits at the time of their retirement from the Board, if they elect to take normal or early retirement as defined by FRS rules at the time of their retirement. Benefits will be paid in accordance with the following criteria:

a. Beginning year twenty-six (26) and thereafter, the daily rate of pay multiplied by 100% times the number of days of sick leave accumulated.

b. Beginning year sixteen (16) through completion of year twenty-five (25) the daily rate of pay multiplied by seventy-five percent (75%) times the number of days of sick leave accumulated.

c. From zero (0) year to the completion of the 15th year of service in Manatee County, the daily rate of pay multiplied by fifty (50%) times the number of days of sick leave accumulated.

The employee's average base salary rate over the last five (5) years of employment with the School District will be used to calculate terminal pay benefits.

Revised 7/24/18
Revised 8/11/20
Revised 11/14/23

© Neola 2023

Legal

F.S. 112.08

F.S. 112.21

F.S. 120.54

F.S. 402.22

F.S. 1001.41

F.S. 1001.42(5)

F.S. 1001.43(11)

F.S. 1012.22

F.S. 1012.23

F.S. 1012.61

F.S. 1012.62

F.S. 1012.66

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of ENTRANCE REQUIREMENTS
Code	po5112 fsj 2/7/25
Status	
Adopted	October 23, 2018
Last Revised	July 27, 2021

5112 - **ENTRANCE REQUIREMENTS**

The School Board hereby establishes entrance age requirements for students which are consistent with statute and sound educational practice and requires the equitable treatment of all eligible children.

Pursuant to State law, all children who have attained the age of six (6) years or who will have attained the age of six (6) years by February 1st of any school year or who are older than six (6) years of age but who have not attained the age of sixteen (16) years, except as otherwise provided in Florida statute, are required to attend school regularly during the entire school term. Further, all children enrolling in a District school shall meet the immunization requirements set forth in F.S. 1003.22, as well as provide evidence of a physical exam as required by State law.

The Ssuperintendent may require evidence of the age of any child who seeks to enroll in the District or who the Ssuperintendent believes to be within the limits of compulsory attendance as provided by law; however, the Ssuperintendent will not require evidence from any child who meets regular attendance requirements by attending any of the following schools or programs:

A. a parochial, religious, or denominational school;

B. a private school supported in whole or in part by tuition charges or by endowments or gifts;

C. a home education program that meets the requirements of F.S. Chapter 1002; or

D. a private tutoring program that meets the requirements of F.S. Chapter 1002.

In addition, consistent with rules adopted by the State Board of Education, children with disabilities who have attained the age of three (3) years shall be eligible for admission to the District's special education programs and for related services. Children with disabilities younger than three (3) years of age who are deaf or hard of hearing, visually impaired, dual sensory impaired, orthopedically impaired, other health impaired, who have experienced traumatic brain injury, who have autism spectrum disorder, established conditions, or who exhibit developmental delays or intellectual disabilities may be eligible for special programs and may receive services in accordance with rules of the State Board of Education. The identification of established conditions for children birth through two (2) years of age and developmental delays for children birth through five (5) years of age shall be in accordance rules adopted by the State Board of Education.

Further, as required by F.S. 1003.22 and Policy 5320, Immunizations all children enrolling in a District school shall meet the immunization requirements set forth in State law, as well as provide evidence of a physical exam as required by State law.

Kindergarten

Children entering kindergarten in this District for the first time must comply with F.S. 1003.21 regarding entry age. A child must be five (5) years old on or before September 1st, in order to meet the Florida age requirement for kindergarten. A child under age six (6) who is enrolled in kindergarten will be considered of compulsory school age.

First Grade

Children entering first grade in this District for the first time must comply with F.S. 1003.21. Any child who has attained the age of six (6) years on or before September 1st of the school year and who has been enrolled in a public school or who has attained the age of six (6) years on or before September 1st and has satisfactorily completed the requirements for kindergarten in a non-public school, or who otherwise meets the criteria for admission or transfer in a manner similar to that applicable to other grades, shall progress according to the District's student progression plan.

Students transferring to first grade from a kindergarten program other than the one offered by the District will need written verification of satisfactory completion of an appropriate kindergarten ~~from the public or non-public school attended. Home education is not an option~~program. Verification forms are available at each elementary school.

Initial Entry

A. Children entering the District for the first time must comply with F.S. 1003.21 and with the District's Student Progression Plan. Students must have an immunization record on file at the school. Any student who does not have the proper immunization shall be temporarily excluded from attendance until compliance has been documented.

B. Each child who is entitled to admittance to kindergarten or is entitled to any other initial entrance into a public school in the District must have a certification of a school-entry health examination performed within one (1) year before enrollment in school. Students transferring into the District from a school within the State of Florida who have completed physical examination form as part of their school record need not be re-examined. Examinations taken out-of-state may be accepted if performed within one (1) year of entry and include documentation and reported on the official forms of the physician. A student shall have up to thirty (30) school days to present a certification of a school-entry health examination. Children and youths who are experiencing homelessness and children who are known to the Department, as defined in F.S. 39.0016, shall be given a temporary exemption for thirty (30) school days. The school health services plan shall contain provisions to assist students in obtaining the health examinations.

C. A child may be exempt from the required health examination and/or immunization upon written request of the parent or guardian of such child stating objection to examination and/or immunization on religious grounds or for medical reasons certified by a competent medical authority.

D. Any student and/or his/her parent(s) who enters the District for the first time must disclose the following information at the time of enrollment:

1. prior school expulsions;
2. arrests resulting in a charge;
3. juvenile justice actions; and
4. any corresponding referrals to mental health services. by a school district that the student previously attended.

Any student who discloses any of the above-referenced matters is subject to the provisions of the Code of Student Conduct, Policy 5500, and Policy 5610 relating to disciplinary placement and/or assignment of students.

Verification of Residence

Verification of a parent or guardian's residence shall be required at the time the child registers in a District school. Verification of residence may also be required at any other time at the discretion of the Superintendent or designee.

A student whose parent is transferred or is pending transfer to a military installation within the State while on active military duty pursuant to an official military order shall be considered a resident of the District for purposes of enrollment when the order is submitted to the District.

Notification of in Loco Parentis

In cases in which a student is temporarily not residing with his/her parents or legal guardian for a short period of time, the parent or legal guardian of the student shall designate in writing that adult person with whom the student resides who stands in loco parentis to the student in order for him/her to be admitted or continue in school. This statement shall be notarized and presented to the principal.

Revised 8/13/19
Revised 7/27/21

© Neola 2024

Legal	F.S. 1003.01
	F.S. 1003.05
	F.S. 1003.21
	F.S. 1003.22
	F.S. 1006.07
	F.A.C. 6A-1.0985

Book	Policy Manual
Section	Vol. 25 No. 1 REVISED
Title	Copy of New Policy - Vol. 25, No. 1, June 2024 - ADMINISTRATION OF SHORT-ACTING BRONCHODILATORS AND COMPONENTS BY TRAINED SCHOOL PERSONNEL
Code	po5330.04 NEW Policy Manatee has another policy with this number.. Production will need to change that number
Status	
Adopted	December 10, 2019

New Policy - Vol. 25, No. 1

5330.04 - **ADMINISTRATION OF SHORT-ACTING BRONCHODILATORS AND COMPONENTS BY TRAINED SCHOOL PERSONNEL**

The School Board authorizes the Superintendent to adopt a protocol developed by a licensed physician under F.S. Chapter 458 or Chapter 459 for the administration of short-acting bronchodilators or components by school personnel who are trained to recognize symptoms of respiratory distress and to administer a short-acting bronchodilator or components.

Definitions

A. "Administer" means to give or directly apply a short-acting bronchodilator or components to a student.

B. "Asthma" means a chronic lung disease that inflames and narrows the airways, which can manifest as wheezing, chest tightness, shortness of breath, and coughing.

C. "Authorized health care practitioner" means a physician licensed under F.S. Chapter 458 or Chapter 459, a physician assistant licensed under F.S. Chapter 458 or Chapter 459, or an advanced practice registered nurse licensed under F.S. Chapter 464.

D. "Components" means devices used as part of clinically recommended use of short-acting bronchodilators, which may include spacers, valved holding chambers, or nebulizers.

E. "Respiratory distress" refers to an individual experiencing difficulty breathing, which can be caused by a multitude of medical factors, including chronic diseases such as asthma.

F. "Short-acting bronchodilator" means a beta-2 agonist, such as albuterol, used for the quick relief of asthma symptoms and recommended by the National Heart, Lung, and Blood Institute's National Asthma Education and Prevention Program Guidelines for the Treatment of Asthma. These bronchodilators may include an orally inhaled medication that contains a premeasured single dose of albuterol or albuterol sulfate delivered by a nebulizer or compressor device or by a pressured metered-dose inhaler used to treat respiratory distress, including, but not limited to, wheezing, shortness of breath, and difficulty breathing, or another dosage of a short-acting bronchodilator recommended in the Guidelines for the Treatment of Asthma.

Authorized Health Care Practitioner Prescription

Pursuant to State law, an authorized health care practitioner may prescribe short-acting bronchodilators and components in the name of a public school for use in accordance with F.S. 1002.20 and a licensed pharmacist may dispense short-acting bronchodilators and components pursuant to a prescription issued in the name of a public school for use in accordance with F.S. 1002.20.

Protocol for Administration of Short-Acting Broncholidators or Components

The District shall adopt and follow a protocol developed by a physician licensed under F.S. Chapter 458 or Chapter 459 for the administration of short-acting bronchodilators or components by school personnel who are trained to recognize symptoms of respiratory distress and to administer a short-acting bronchodilator or components.

The protocol shall include guidance for administering short-acting bronchodilators or components in instances of respiratory distress for a student with a known diagnosis of asthma and if approved by the District for students with no known diagnosis of asthma. The District shall make available to school personnel guidance for such administration.

A school nurse or trained school personnel shall only administer short-acting bronchodilators and components to students if they have successfully completed training and believe in good faith that the student is experiencing respiratory distress, regardless of whether the student has a prescription for a short-acting bronchodilator and components or has previously been diagnosed with asthma.

The District shall provide written notice to the parent of each student enrolled in the District of the District's adopted protocol.

School principals must obtain prior written permission from the parent or guardian to administer a short-acting bronchodilator or components to a student. If parental consent is not on file with the District, District personnel should contact 911 in the case of an emergency.

Acquisition and Storage of Short-Acting Bronchodilators and Components

School principals may request and be granted permission by the Superintendent to acquire and stock a supply of short-acting bronchodilators and components from a wholesale distributor as defined in F.S. 499.003 or the District may enter into an arrangement with a wholesale distributor or manufacturer as defined in F.S. 499.003 for short-acting bronchodilators and components at fair-market, free, or reduced prices pursuant to a prescription issued in accordance with this policy and F.S. 1002.20. The short-acting bronchodilators and components must be maintained in a secure location on a school's premises.

School principals may accept with permission granted by the Superintendent short-acting bronchodilators and components as a donation or transfer if they are new, unexpired, manufacturer-sealed, not subject to recall, unadulterated, and in compliance with relevant regulations adopted by the United States Food and Drug Administration.

The supply of short-acting bronchodilators and components may be provided to and used by a trained school personnel member or a student authorized to self-administer a short-acting bronchodilator and components.

A school nurse or school personnel trained in the administration of short-acting bronchodilator and components who administers or attempts to administer a short-acting bronchodilator or components in compliance with this policy, F.S. 768.13, and F.S. 1002.20, and the District (if it employs the school nurse or the trained school personnel) are immune from civil or criminal liability as a result of such administration or attempted administration of a short-acting bronchodilator or components.

© Neola 2024

Legal F.S. 1002.20

Book	Policy Manual
Section	5000 Students
Title	~~DIET~~ MEAL MODIFICATIONS AND FOOD ALLERGIES
Code	po5335.02
Status	Active
Adopted	June 27, 2017
Last Revised	August 11, 2020

5335.02 - ~~DIET~~ MEAL MODIFICATIONS AND FOOD ALLERGIES

The School Board recognizes that some students need dietary modifications. The School Board authorizes the Superintendent to establish procedures for the management of severe life-threatening allergies.

Students with a food allergy classified as a disability under Section 504 of the Rehabilitation Act or Part B of IDEA (Individuals with Disabilities Education Act) are entitled to receive appropriate substitutions of food items when the allergen could result in severe, life-threatening (anaphylactic) reaction.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students who are certified by a licensed physician to have a disability which restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. 15(b)(3). To qualify for such substitutions the medical certification must identify:

A. the student's disability and the major life activity affected by the disability;

B. an explanation of why the disability affects the student's diet; and

C. the food(s) to be omitted from the student's diet, and the food or choice of foods that are suggested substitutions.

On a case-by-case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not "disabled persons", but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

A. the ~~medical or~~ dietary need that restricts the student's diet; and

B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

The parent shall contact the school nurse to obtain the appropriate form required to document the need for a ~~dietary~~ meal modification, provide verification from a licensed health care provider, and request the substitution of food items.

PROCEDURES

Food Allergies

A. Protocols listed below will be applied to all schools.

~~1. At all schools, accommodations for students with peanut or tree nut allergies will be managed individually after considering parent requests and physician orders along with suggestions from school administration, Food and Nutrition Services, and Student Health Services.~~

~~2.~~1. P~~When p~~arents should notify the school nurse of any food allergies or needed meal modifications ~~of~~ their child has.~~d, the school nurse and the cafeteria manager must be informed.~~ Although physician documentation will be requested, the school nurse will accept written documentation from the parent if the food item(s) are just to be omitted. ~~using the Food Allergy Information Form.~~ DPhysician documentation from a medical authority will be required if a substitution for a food item(s) is ~~required~~ requested. ~~((~~Meal Modification Form)~~Diet Order From).~~ The clinic will maintain copies of this documentation.

~~3.~~2. If a student is to receive any medications at school for allergies, parents will provide signed and dated physician orders (Allergy Medical Management Plan or the Medication Authorization Form) to the school nurse at the beginning of each school year.

3. The food service manager will be included in meetings that involve food allergens at the start of every school year. The manager must initiate a meeting with the school nurse on a monthly basis to obtain new or changed information regarding student allergies.

4. Food service managers will enter appropriate student allergy information into the point of sale database to inform all food service personnel of food allergies. Students' meals will be checked for allergens by the cashier. The food service manager and staff will make appropriate modifications for meals served to students with food allergies. A dietitian is available to assist in managing modifications.

5. Schools that are classified as Community Eligibility schools are not required by law to ask for students' names during meal service. Students will not be

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

identified by name at the breakfast meal service. A letter will be sent home notifying parents and students of this policy at the beginning of the school year. Signs will also be posted to remind students to state if they have any food allergies to cafeteria staff.

Formatted: Border: : (No border)

Formatted: Indent: Left: 1", No bullets or numbering

4.6. A list of food allergensfood items and the major allergens used as ingredients in those items ~~and their commonly used names as well as a list of purchased products containing potential food allergens~~ will be available through the Food and Nutrition Services Department, web site, www.manateeschoolfood.net. Menu items and the major allergens are also available on Food and Nutrition Services customer portal.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

7. Food service personnel will follow strict cleaning and sanitation protocols to avoid cross contamination of food allergens.

Formatted: Border: : (No border)

~~The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.~~

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 8 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

8. School menus are available on the School District Food and Nutrition Services website for parent review. If requested, the dietitian will review menus with parents to determine whatt, if any, menu items need to be substituted based on the Meal Modification Form.

Formatted: Font color: Purple

5.

Formatted: Space After: 5 pt, No bullets or numbering

6. ~~If the child has a potentially life-threatening allergy, the parent, teacher, principal, food service manager, and the nurse will meet to discuss physician orders and necessary actions as~~ documented on the Food Allergy Information Form. Additional actions taken to reduce the risk of exposure ~~in the school setting must be documented in a physician's order.~~At ~~all schools, accommodations for students with peanut or tree nut allergies will be managed individually after considering parent requests and physician orders along with suggestions from school administration, Food and Nutrition Services, and Student Health Services.~~

Formatted: No bullets or numbering

~~7.~~ The school nurse will train clinic staff and selected other non-medical staff to administer medications and epi-pen (according to physician orders).

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 8 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

~~8. The food service manager will make appropriate modifications for meals served~~ to students with food allergies. A dietitian is available to assist in managing ~~modifications. A physician's order is required for food "substitutions". Food~~ service managers will enter appropriate student allergy information into the ~~computer system under manager alert to inform all food service personnel of~~ food allergy.

9. Schools that are classified as community eligibility schools are not required by law to ask for student's names during meal service. Students will not be identified by name at the breakfast meal service. A letter will be sent home

Formatted: Font color: Purple

notifying parents and students of this policy at the beginning of the school year. Signs will also be posted to remind students to state if they have any food allergies to cafeteria staff.

10. Copies of student's specific information will be given to the student's teachers and a copy will also be kept in the teacher's substitute notebook.

11. 10.

~~12.~~ 11. Teachers will not use products with known food allergens for classroom activities such as crafts, occupational therapy exercises, or projects. (For example, if a child has a peanut allergy, the teacher will not use peanuts, tree nuts, or peanut butter.)

13. 12. Students are discouraged from sharing foods at lunch or other classroom events.

13. The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.

14. Allergy medications (i.e. epi-pens) and staff trained in the administration for these medications will accompany the student on all field trips.

15. Staff will have cell phones or other communication devices on all field trips should emergency medical services need to be called.

15. 16. Only food from commercially prepared state approved food establishments are provided to students. ~~Health department regulations do not permit homemade baked goods in schools.~~ These establishments will provide the required food labels. Health department regulations do not permit homemade food in schools unless specifically for the child of the parent bringing it in. ~~-~~

B. Other risk reduction activities that may be considered after reviewing physician orders and the severity of the student's allergy to peanuts and tree nuts or other food allergens include:

1. Accommodations and a prevention plan for students with peanut or tree nut ~~allergies~~with potentially life-threatening allergy will be managed individually after considering parent requests and physician orders along with suggestions from the core team of school administration, Food and Nutrition Services, and Student Health Services.

~~1.~~ 2. Teachers will encourage hand washing before and after eating.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 8 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 8 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 16 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Formatted

Formatted: Border: : (No border)

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

2.3. An "~~peanut and tree nut free~~Allergy Aware" table will be established in the cafeteria.

3.4. Lunch tables will be cleaned thoroughly by custodial/cafeteria staff or student volunteers prior to meal consumption and immediately after each lunch session to avoid contamination of possible peanut, tree nut, or other residue.

~~4.1. The food service manager will plan ahead to have peanut and tree nut free meals for field trips. The food service manager will print a manager alert report prior to preparing field trip meals to assure meals given are safe for all students.~~

~~5. School menus are available on the School District Food and Nutrition Services website for parent review. If requested, the dietitian will review menus with parents to determine what if any, menu items need to be substituted.~~

~~6.~~ Communications may~~can~~ be sent to the home of all students in a classroom requesting that parents do not send peanut, tree nuts, or other products to school with their child if deemed necessary by school administration.

~~7.~~5. ~~Only food from commercially prepared state approved food establishments are provided to students. Health department regulations do not permit homemade baked goods in schools. These establishments will provide the required food~~ labels.

~~8.~~6. Parents will be informed of parties and other events where food will be served. Parents are encouraged to attend these events and monitor which foods are consumed by their child.

   a. If this is not possible, parents are encouraged to send in substitute "party" food for their child. It is the parent's responsibility to communicate with the school/teacher about accommodations for food served during classroom parties.
   b. Food service will distribute a list of non-food classroom party alternatives to teachers.

9.7. Teachers are discouraged from using food as rewards in class. Other items or activities can be used as rewards. Food service will distribute a list of non-food reward ideas to teachers.

10.8. ~~If at all possible~~To the extent practicable, the classroom of the child with a severe allergy should not be used for after school activities~~, or shelter events~~.

~~11.~~9. Classroom pet food cannot contain~~s~~ nuts.

12. The policy of "no eating" on school buses will be reinforced. Bus drivers will be trained in risk reduction procedures, recognition of allergic reactions, and emergency procedures.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Tab after: 1.5" + Indent at: 1.5"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

~~13.~~10. ~~Parents are strongly encouraged to provide a medical alert bracelet for the child with life-threatening allergies.~~

C. Communication and Awareness

1. Family's Responsibility

a. Notify the school nurse of the child's allergies.

b. Work with the school team to develop a plan that accommodates the child's needs throughout the school including in the classroom, in the cafeteria, in after-care programs, during school-sponsored activities, and on the school bus.

c. Provide written medical documentation, instructions, and medications as directed by a physician, using the allergy management form as a guide. Include a photo of the child on written form.

d. Provide properly labeled medications and replace medications after use or upon expiration.

e. Educate the child in the age appropriate self-management of their food allergy including:

1. safe and unsafe foods

2. strategies for avoiding exposure to unsafe foods

3. symptoms of allergic reactions

4. how and when to tell an adult they may be having an allergy-related problem

5. how to read food labels (age appropriate)

f. Review policies/procedures with the school staff, the child's physician, and the child (if appropriate) after a reaction has occurred.

g. Provide up to date emergency contact information.

g.h. Parents are strongly encouraged to provide a medical alert bracelet for the child with life-threatening allergies.

2. School's Responsibility

Formatted: Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 2 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Border: : (No border)

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 2 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

a. Review the health records submitted by parents and physicians.

b. Include food-allergic students in school activities. Students should not be excluded from school activities based on their food allergy.

c. Identify a core team of, but not limited to, school nurse, teacher, principal, school food service manager, food service dietitian~~and nutrition~~ manager/director, and counselor (if available) to work with parents and the student (age appropriate) to establish a prevention plan. Changes to the prevention plan to promote food allergy management should be made with core team participation.

d. Assure that staff who interact with the student on a regular basis understands food allergy, can recognize symptoms, knows what to do in an emergency, and works with other school staff to eliminate the use of food allergens in the allergic student's meals, educational tools, arts and crafts projects, or incentives.

e. Coordinate with the school nurse to be sure medications are appropriately stored. However, students should be allowed to carry their own epinephrine, if age appropriate, after approval and documentation from the student's physician, parent, and school nurse.

f. Designate school personnel who are properly trained to administer medications.

g. Be prepared to handle a reaction and ensure that there is a staff member available who is properly trained to administer medications during the school day regardless of time or location.

h. Review policies/prevention plan with the core team members, parents/guardians, student (age appropriate), and physician after a reaction has occurred.

i. Work with the District transportation administrator to assure that school bus driver training includes symptom awareness and what to do if a reaction occurs.

j. Enforce a "no eating" policy on school buses with exceptions made only to accommodate special needs of other students. Discuss appropriate management of food allergy with family.

k. Discuss field trips with the family of the food-allergic child to decide appropriate strategies for managing the food allergy.

l. Take threats or harassment against an allergic child seriously.

Formatted: Outline numbered + Level: 3 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Tab after: 1.5" + Indent at: 1.5"

3. Student's Responsibility

a. Should not trade food with others.

b. Should not eat anything with unknown ingredients or known to contain any allergen.

c. Should be proactive in the care and management of their food allergies and reactions based on their developmental level.

d. Should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.

e. Wear medical identification tag or jewelry while in school if provided by the parent/guardian.

Food Texture Modification

Parents should notify the school nurse if the child requires food texture modification. Documentation from a medical authority will be required. (Meal Modification Form) The clinic will maintain copies of this documentation.

Procedural Rights for Parents and Guardians

The Procedural Safeguards process, codified at 7 CFR 15b, requires LEAs to provide notice and information to parents and guardians regarding how to request a reasonable modification and their procedural rights, which include the right to:

• File a grievance if they believe a violation has occurred regarding the request for a reasonable modification, Procedural Safeguards 6

• Receive a prompt and equitable resolution of the grievance,

• Request and participate in an impartial hearing to resolve their grievances,

• Be represented by counsel at the hearing,

• Examine the record, and

• Receive notice of the final decision and a procedure for review, i.e., right to appeal the hearing's decision.

Formatted: Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 3 + Alignment: Left + Aligned at: 0.75" + Tab after: 1" + Indent at: 1"

Formatted: Outline numbered + Level: 3 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.25" + Tab after: 1.5" + Indent at: 1.5"

Formatted: Font: (Default) Arial Nova, Bold, Font color: Dark Gray

Formatted: No bullets or numbering

Formatted: Justified, No bullets or numbering

Formatted: Justified

Formatted: Font: (Default) Arial Nova, Font color: Dark Gray

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Border: : (No border)

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: (Default) Arial Nova, Bold, Font color: Dark Gray

Formatted: Normal, No bullets or numbering

Formatted: Font: Arial Nova

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: Program Discrimination Complaint Form English [409.6 kB] , Program Discrimination Complaint Form Spanish [389.3 kB] and, Program Discrimination Complaint Form Haitian Creole [185.2 kB], from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov.

This institution is an equal opportunity provider.

Revised 8/11/20

© **Manatee 2020**

Legal

F.S. 120.81(1)(a)
F.S. 381.0056
F.S. 1001.32(2)
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
Section 504 of the Rehabilitation Act of 1973

Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Arial Nova
Formatted: Font: Font color: Auto
Formatted: Space After: 8 pt, Line spacing: Multiple 1.08 li, No bullets or numbering, Font Alignment: Auto, Pattern: Clear
Formatted: Font: (Default) Arial Nova, Font color: Dark Gray
Formatted: Normal, No bullets or numbering

Title II of the Americans with Disabilities Act
Individuals with Disabilities Education Act
7 C.F.R. Part 15b
§

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of INTERNAL CONTROLS
Code	po6111 fsj 2/16/25 UGG EDGAR
Status	
Adopted	June 27, 2017

6111 - **INTERNAL CONTROLS**

The Superintendent shall establish, document, and maintain effective internal controls over Federal awards that provide reasonable assurance that the District is managing all awards in compliance with the U.S. Constitution, ~~applicable~~ statutes, regulations, and the terms and conditions of the awards. The District will have a process that provides reasonable assurance regarding the achievement of the following objectives:

A. effectiveness and efficiency of operations

B. reliability of reporting for internal and external use

C. compliance with applicable laws and regulations

These internal controls should comply with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal reports; maintain accountability over assets; and demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal award, as well as any other Federal statutes and regulations that are identified in the compliance supplement. Finally, the District's internal controls must provide reasonable assurance that all Federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

The District shall:

A. comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award~~awards~~;
B. evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award;

C. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

D. take reasonable cybersecurity and other measures to safeguard protected information including protected "personally identifiable information" (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the District considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.~~"personally identifiable information" (PII) and other information the awarding agency or pass-through entity designated as sensitive or the District considers sensitive consistent with applicable Federal, State, local, and tribal laws and District policies regarding privacy and obligations of confidentiality~~

   PII is defined at 2 C.F.R. 200.1~~200.79~~ as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual".

However, the definition of PII is not attached~~anchored~~ to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified.

2 C.F.R. 200.1

~~2 C.F.R. 200.61 61~~
~~2 C.F.R. 200.79~~

© **Neola 2024**

Legal	2 C.F.R. 200.1
	2 C.F.R. 200.62
	2 C.F.R. 200.303

7510 - **USE OF DISTRICT FACILITIES**

The School Board believes that the grounds and facilities of this District should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools.

The Board may permit the use of District grounds and facilities when such permission has been requested in writing by a responsible organization or a group of citizens and has been approved by the Superintendent.

The use of District grounds and facilities shall not be granted for private social functions, to political organizations and/or political activities (as defined in Board Policies 1232, 3232, 4232), and/or any purpose which is prohibited by law or violates Board policies.

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Should all or any part of the District's community be struck by a disaster, the Board shall make District grounds and/or facilities available for the housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The Superintendent should meet with the Emergency Operations Center to establish a disaster preparedness plan in order to ensure that proper procedures are established to minimize confusion, inefficiency, and disruption of the educational program.

The Superintendent shall develop administrative procedures for the granting of permission to use District facilities including a schedule of fees and security deposits ~~which, together with the costs used to determine such fees~~. Such procedures are to include the following:

A. Each user shall provide~~present~~ evidence of the purchase of organizational liability insurance from companies acceptable to School Board insuring the School Board to the limits prescribed by the District's administrative procedures naming the School Board as an additional insured .

B. Use of school equipment in conjunction with the use of school facilities must be requested specifically in writing, and may be granted by the procedure by which permission to use facilities is granted. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.

C. Users shall be liable financially for damage to the facilities and for proper chaperonage.

Users shall execute a hold harmless and indemnification agreement acceptable by District legal counsel. No liability shall attach to the School Board ~~is District~~, or any of its employees and officers, specifically as a consequence of permitting access to these facilities.

© Neola 2002

Legal

F.S. 1013.10

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of SCHOOL SAFETY AND SECURITY
Code	po8405 fsj 2/19/25 V25 N2
Status	
Adopted	June 27, 2017
Last Revised	July 30, 2024

8405 - **SCHOOL SAFETY AND SECURITY**

The School Board is committed to maintaining a safe, secure, and drug-free environment in all of the District's schools.

School crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of District personnel, law enforcement agencies, first responders, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school.

The Superintendent, in conjunction with the School Safety Specialist, shall develop a *School Safety and Security Plan* with input from representatives of the local law enforcement agencies; the local Fire Marshall(s) or their designee(s); representative(s) from emergency medical services; commissioned school safety officers; and/or school guardians.

Included within the District's School Safety and Security Plan shall be a District Active Assailant Response Plan (DAARP). The DAARP shall include, at a minimum, procedures addressing the following:

A. security assessments;

B. roles and responsibilities of District personnel;

C. roles and responsibilities of Safe-School Officers (Policy 8407 - *Safe-School Officers*);

D. information sharing;

E. training of District personnel and exercises/drills, including training standards;

F. identification of Safe Spaces and Command Posts;

G. response to the threat of an active assailant, including the following three (3) strategies: evading or evacuating, taking cover or hiding, and responding to or fighting back;

H. response to the presence of an active assailant on school grounds;

I. communication with law enforcement prior to and after law Enforcement arrives on school grounds;

J. responsibilities prior to law enforcement arrival;

K. responsibilities when law enforcement arrives on school grounds;

L. communication with the public; and

M. post-incident recovery.

The District will adopt its initial DAARP by October 1.

Further, by October 1st of each year, the Superintendent shall certify to the Office of Safe Schools and document in the Florida Safe Schools Assessment Tool that all school personnel has received annual training on the procedures contained in the District's DAARP.

School Safety Specialist

The Superintendent is responsible for designating the District's School Safety Specialist. The School Safety Specialist must be a school administrator employed by the District or a law enforcement officer employed by the Manatee County Sheriff's Office. Prior to appointing a law enforcement officer to serve as the School Safety Specialist, the Superintendent must verify that the law enforcement officer has met all statutory requirements and has been authorized and approved by the Manatee County Sheriff's Office to serve as the School Safety Specialist.

By August 1 of each year, the District will submit the School Safety Specialist's name, phone number, and email address to the Office of Safe Schools at SafeSchools@fldoe.org. The District will notify the Office of Safe Schools within one (1) school day whenever there is a change related to the contact information for the School Safety Specialist.

A. Training

Within thirty (30) calendar days of appointment, the District's School Safety Specialist must complete and thereafter maintain certificates of completion of the following online Federal Emergency Management Agency Independent Study courses: ~~Multi-Hazard Planning~~Preparedness for Childcare Providers; Introduction to the Incident Command System, ICS 100; Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship; Multi-Hazard Emergency Planning for Schools; and Planning for the Needs of Children in Disasters.

Within one (1) year of appointment, and annually thereafter, the District School Safety Specialist must earn a certificate of completion of school safety specialist training provided by the Office of Safe Schools.

The District's School Safety Specialist shall earn, or designate one (1) or more individuals to earn, certification as a youth mental health awareness and assistance trainer as set forth in F.S. 1012.584.

B. Responsibilities

The School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the District including at charter schools. The School Safety Specialist's responsibilities include, but are not limited to, the following:

1. reviewing at least annually District and charter school policies and procedures for compliance with Florida law and applicable rules, as provided by F.S. 1006.07 (6)(a)1., including the District's timely and accurate submission of school environmental safety incident reports to the Department pursuant to F.S. 1001.212;

   The School Safety Specialist is responsible for submitting all Board and District charter school policies and procedures pertaining to the health, safety, or welfare of students to the Office of Safe Schools by July 1 of each year.

2. providing necessary training and resources to students and staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security;

3. serving as the District liaison with local public safety agencies and national, State, and community agencies and organizations in matters of school safety and security;

4. conduct annually on or before October 1, in collaboration with the appropriate public safety agencies, a school security risk assessment at each District school using Florida Safe Schools Assessment Tool developed by the Office of Safe Schools;

   The District will report to FLDOE by October 15th of each year that all public schools within the District have completed the assessment using the Florida Safe Schools Assessment Tool. For purposes of this section, "public safety agencies" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services.

   The District will ensure the accuracy of current school listings within the Florida Safe Schools Assessment Tool application, including school name, address, and MSID number. The District will report to the Office of Safe Schools via e-mail within five (5) school days of a school opening or closing, or when any other change occurs that impacts the accuracy of the District-provided information in the Florida Safe Schools Assessment

Tool.

5. coordinating with appropriate public safety agencies, as defined in F.S. 365.161, that are designated as first responders to a school's campus to conduct a tour of such campus once every three (3) years and to provide recommendations related to school safety. Completion of such tours and any recommendations must be documented in each school's security risk assessment within the Florida Safe Schools Assessment Tool;

   Any changes related to school safety, emergency issues, and recommendations provided by the public safety agencies will be considered as part of the recommendations by the School Safety Specialist to the Board.
6. providing a copy of any Florida School Safety Compliance Inspection Report prepared by OSS following an unannounced visit to the school principal or charter school administrator, as appropriate;
7. providing, or arranging for the provision of, youth mental health awareness and assistance training to all school personnel within the District as set forth in F.S. 1012.584, F.A.C. 6A-1.094120 and F.A.C. 6A-1.0018;

   By July 1st of each year, the Superintendent shall certify to the FLDOE, in a format determined by the FLDOE, that at least eighty percent (80%) of school personnel in elementary, middle, and high schools have received the training required under this paragraph.

   The training program shall include, but is not limited to, the following:

   a. an overview of mental illnesses and substance abuse disorders and the need to reduce the stigma of mental illness;

   b. information on the potential risk factors and warning signs of emotional disturbance, mental illness, or substance use disorders, including, but not limited to, depression, anxiety, psychosis, eating disorders, and self-injury, as well as common treatments for those conditions and how to assess those risks; and

   c. information on how to engage at-risk students with skills, resources, and knowledge required to assess the situation, and how to identify and encourage the student to use appropriate professional help and other support strategies, including, but not limited to, peer, social, or self-help care.

8. coordinating with charter schools to address charter school safety requirements as set forth under Florida law and F.A.C. 6A-1.0018;

   The School Safety Specialist must coordinate with charter school personnel to allow input access to the Florida Safe Schools Assessment Tool. Where input access is restricted to District personnel, the School Safety Specialist is responsible for gathering information from charter schools so that Florida Safe Schools Assessment Tool reporting requirements, including those for FortifyFL, threat management teams and active assailant response plans, include data from charter schools.

9. completing surveys provided by the Office of Safe Schools regarding Safe-School officer assignment;

10. investigating and responding to notices from the Office of Safe Schools containing suspected deficiencies at a District school and at or by a charter school.

C. Identification of and Corrections to Instances of Noncompliance with Florida Laws and Rules Relating to Safety

The School Safety Specialist is responsible for identifying and correcting instances of noncompliance with F.A.C. 6A-1.0018 or any other Florida laws or rules relating to safety at any District school. Such actions may include, but are not limited to, the following:

1. resolving deficiencies relating to Safe-School officer coverage by no later than the next school day;

2. notifying the Office of Safe Schools within twenty-four (24) hours at SafeSchools@fldoe.org of any deficiencies relating to Safe-School officer coverage and any instance of noncompliance that is determined to be an imminent threat to the health, safety, or welfare of students or staff. The notification must contain particularized facts beyond noncompliance with rules or Florida Statutes that explain the imminent threat;

3. notifying the Office of Safe Schools within three (3) days at SafeSchools@fldoe.org of any instance of noncompliance not corrected within sixty (60) days.

4. the School Safety Specialist shall identify any instances of noncompliance through their duties identified throughout this policy;

If the School Safety Specialist identifies, or is made aware of an instance of noncompliance by an employee, the School Safety Specialist shall investigate the alleged noncompliance and, if it is determined that there was an instance of noncompliance, the School Safety Specialist shall develop a written plan of correction no later than seven (7) days following their investigation. Alleged noncompliance that creates an imminent threat to the health, safety, or welfare of students or staff shall be addressed immediately and in accordance with subsections (1) through (3) above.

D. Response to Notice of Suspected Deficiency from the Office of Safe Schools

The School Safety Specialist is responsible for notifying the Superintendent immediately and no later than the same day of receipt of any notice of suspected deficiency the School Safety Specialist receives from the Office of Safe Schools.

When the notice of suspected deficiency concerns a failure to have a Safe-School officer established or assigned at each school facility, as required by F.S. 1006.12, the School Safety Specialist must respond in writing and verify to the Office of Safe Schools that the school(s) identified in the notice have a Safe-School officer on site by the next school day. In all other cases, the School Safety Specialist must respond in writing to the Office of Safe Schools within five (5) school days and verify that the District or school has corrected the suspected deficiency, or within that same time period, submit a written plan describing how the District will bring the identified school(s) into compliance. The plan must include an estimated date of completion and an explanation of alternate security measures designed to maintain a safe learning environment.

Recommendations of the School Safety Specialist

Based on the findings of the school security risk assessment, the School Safety Specialist must provide recommendations to the Superintendent and Board which identify strategies and activities that the Board should implement in order to address the findings and improve school safety and security. The School Safety Specialist's report to the Board shall also include school safety recommendations made by public safety agencies. The Board will review the school security risk assessment findings and the recommendations of the School Safety Specialist at a publicly noticed Board meeting to provide the public an opportunity to hear the Board members discuss and take action. The *School Safety and Security Plan* is, however, confidential and is not subject to review or release as a public record.

The School Safety Specialist shall report the school security risk assessment findings and recommendations and the Board's action(s) to the Office of Safe Schools no later than thirty (30) days after the Board meeting and prior to November 1 of each year.

The School Safety Specialist shall also submit a best practices assessment in the Florida Safe Schools Assessment Tool.

As a part of the *School Safety and Security Plan*, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing No Child Left Behind Act of 2001):

A. safety and security best practices;

B. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;

C. security procedures at school and while students are on the way to and from school;

D. prevention activities that are designed to maintain safe, disciplined and drug-free environments;

E. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:

1. allows a teacher to communicate effectively to all students in the class;

2. allows all students in the class the opportunity to learn;

3. has consequences that are fair, and developmentally appropriate;

4. considers the student and the circumstances of the situation; and

5. is enforced accordingly.

Threat Management Coordinator

The Superintendent will designate a Threat Management Coordinator to oversee threat management at all public K-12 District schools, including charter schools sponsored by or under contract with the District, in accordance with the requirements set forth in Florida law and State Board of Education rules.

The Superintendent will report the name and contact information of the Threat Management Coordinator to the Office of Safe Schools by July 1, 2023. Any changes in the name and contact information of the Threat Management Coordinator will be updated with the Office of Safe Schools within one (1) school day of the change.

Mental Health Coordinator

The Board shall identify a mental health coordinator for the District. The mental health coordinator shall serve as the District's primary point of contact regarding the District's coordination, communication, and implementation of student mental health policies, procedures, responsibilities, and reporting. The mental health coordinator is responsible for:

A. Coordinating with the Office of Safe Schools, established pursuant to F.S. 1001.212.

B. Maintaining records and reports regarding student mental health as it relates to school safety and the mental health assistance allocation under F.S. 1011.62(14).

C. Facilitating the implementation of District policies relating to the respective duties and responsibilities of the District, the Superintendent, and District Principals.

D. Coordinating with the School Safety Specialist on the staffing and training of threat managementteams and facilitating referrals to mental health services, as appropriate, for students and their families.

E. Coordinating with the School Safety Specialist on the training and resources for students and District staff relating to youth mental health awareness and assistance.

F. Reviewing annually the District's policies and procedures related to student mental health for compliance with Florida law and alignment with current best practices and make recommendations, as needed, for amending such policies and procedures to the Superintendent and the Board.

Safety and Security Best Practices

The Superintendent shall develop administrative procedures for the prevention of violence on school grounds, including the assessment and intervention with individuals whose behavior poses a threat to the safety of the school community.

The Board shall adopt, in coordination with local law enforcement agencies and local governments, a family reunification plan to reunite students and employees with their families in the event that a school is closed or unexpectedly evacuated due to a natural or man-made disaster. The reunification plan must be reviewed annually and updated, as applicable.

Persistently Dangerous Schools

The Board has set forth the rules with regard to expected behavior in Policy 5500 - Student Conduct and has established the consequences for violating the policy on student conduct in Policy 5600 - Student Discipline. The Board recognizes that not only Federal, but also State law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity, as well as those incidents that would be a Gun-Free Schools Act violation. It is further understood that the Florida Department of Education will then use the data for the offenses identified in the Department's Unsafe School Choice Option Policy to determine whether or not a school is considered "persistently dangerous".

Pursuant to the Board's stated intent to provide a safe school environment, school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceeds the threshold number established in State law, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, the Superintendent shall offer parents and eligible students the opportunity to transfer to another school within the District that serves the same grades. If there is another school within the District serving the same grades, the transfer shall be completed in a timely manner. If there is not another school within the District that serves the same grades, then parents and eligible students will be advised that, although Federal and State law provides for an opportunity to transfer, they will be unable to do so.

In addition, the Superintendent shall discuss this at the annual meeting for the purpose of reviewing the *School Safety and Security Plan* so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year and/or convene a meeting of the building administrator, representative(s) of the local law enforcement agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

If a school in a neighboring district is identified as persistently dangerous and there is not another school or public school academy in that district, the District will admit students from that school in accordance with Board Policy 5113.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State laws the parents or the eligible student shall be offered the opportunity to transfer to another school within the District that serves the same grades. If there is another school serving the same grades, the transfer shall be completed in a timely manner. If there is not another school serving the same grades, the parents or eligible student will be advised that, although they have the right to transfer, they will be unable to do so.

Threat Management Teams

The purpose of the threat management team is to establish a process focusing on behaviors that pose a threat to school safety while serving as a preventative measure to identify needs and provide support to students. This process is also known as a care assessment. Threat management teams are responsible for the coordination of resources and assessment and intervention with students whose behavior may pose a threat to the safety of school staff or students.

Upon the availability of a State-wide behavioral threat management operational process developed pursuant to F.S. 1001.212, all threat management teams shall use the operational process.

Each school-based threat management team must meet as often as needed to fulfill its duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. Threat management teams shall maintain documentation of their meetings, including meeting dates and times, team members in attendance, cases discussed, and actions taken.

A. Location and Membership

1. Threat management teams are located at each school in the District and composed of individuals with expertise in counseling, instruction, school administration, and law enforcement. All members of the threat management team must be involved in the threat assessment and threat management process and final decision-making. At least one (1) member of the threat management team must have a personal familiarity with the individual who is the subject of the threat assessment. If no member of the threat management team has such familiarity, an instructional personnel or administrative personnel who is personally familiar with the individual who is the subject of the threat assessment must consult with the threat management team for the purpose of assessing the threat. The instructional or administrative personnel who provides such consultation shall not participate in the decision-making process.

    a. The counseling team member must be a school-based mental health services provider who is able to access student mental health records.

    b. The law enforcement team member must be a sworn law enforcement officer, as defined by F.S. 943.10, including a School Resource Office, school-safety officer, or other active law enforcement officer. At a minimum, a law enforcement officer serving on a threat management team must have access to local Records Management System information, the Criminal Justice Information System, and the Florida Crime Information Center and National Crime Information Center databases. Officers serving on school-based threat management teams must also have clearance to review Criminal

Justice Information and Criminal History Record Information.

2. The Board authorizes the Superintendent to create procedures for the purpose of:

    a. identifying team participants by position and role;

    b. designating the individuals (by position) who are responsible for gathering and investigating information; and

    c. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

B. Responsibilities and Activities of Threat Assessment Teams

The responsibilities and activities of threat management teams include, but are not limited to, the following:

1. identification of individuals in the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self;

2. utilizing the Florida Model Instrument developed pursuant to F.S. 1001.212;

3. consult with law enforcement when a student exhibits a pattern of behavior, based upon previous acts or the severity of an act, that would pose a threat to school safety;

4. consult with law enforcement when a student commits more than one (1) misdemeanor to determine if the act should be reported to law enforcement;

5. if a preliminary determination is made by the threat management team that a student poses a threat of violence or physical harm to himself/herself or others, the threat management team will report its determination to the Superintendent;

    The Superintendent shall immediately attempt to notify the student's parent or legal guardian. However, nothing in this paragraph shall preclude District personnel from acting immediately to address an imminent threat.

6. if a preliminary determination is made by the threat management team that a student poses a threat of violence to themselves or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat assessment team may obtain criminal history record information as pursuant to F.S. 985.04(1);

    Members of the threat management team may not disclose any criminal history record information obtained pursuant to this paragraph or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.

7. create procedures related to engaging behavioral health crisis resources.

All reported threats, even those determined not to be a threat, must be documented by the threat management team. Documentation must include the evaluation process and any resultant action.

C. Sharing of Information

The District and other agencies and individuals that provide services to students experiencing, or at risk of, an emotional disturbance or a mental illness and any service or support provider contracting with such agencies may share with each other records or information that are confidential or exempt from disclosure under F.S. Chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others.

D. Immediate Mental Health or Substance Abuse Crisis

If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat management team to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention shall provide emergency intervention and assessment, make recommendations, and refer the student for

appropriate services. Onsite school personnel shall report all such situations and actions taken to the threat management team, which shall contact the other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions. Upon the student's transfer to a different school, the threat assessment team shall verify that any intervention services provided to the student remain in place until the threat management team of the receiving school independently determines the need for intervention services.

E. Threat Assessment Report

The threat management team shall prepare a threat assessment report required by the Florida-specific behavioral threat assessment instrument developed pursuant to F.S. 1001.212. A threat assessment report, all corresponding documentation, and any other information required by the Florida-specific behavioral threat assessment instrument in the threat management portal is an education record.

F. Behavior Threat Management Instrument Training

All threat management team members must be trained on the Florida Model Instrument in accordance with Florida law.

G. Office of Safe Schools Reporting

Each threat assessment team shall report quantitative data on its activities to the Office of Safe Schools, including all activities during the previous school year. The School Safety Specialist will report this information to the Office of Safe Schools.

Beginning in the 2022-2023 school year, the total number of threat assessments conducted, disaggregated by the total number of non-threats, the total number of transient threats, the number of substantive threats, and the sex, race, and grade level of all students assessed by the threat assessment team.

H. Threat Assessment Records

1. Transient or Substantive Threats

Threat assessments determined to be transient or substantive, as defined in F.A.C. 6A-1.0018, are Category B records and shall be maintained in a student's file as long as determined useful by a threat management team, pursuant to F.S. 1006.07 and F.A.C. 6A-1.0018.

2. Non-Threats

In order to protect students from stigma and unintended consequences, reported threats which are determined by a threat management team not to be a threat at all, meaning the threat does not rise to the level of transient or substantive, may be maintained by the threat management team, but must not be maintained in a student's file, unless one of the following conditions are met:

a. The parent of the student who was the subject of a non-threat finding requests that the record be retained in the student's file; or

b. The threat management team has made a determination that the non-threat finding must be retained in order to ensure the continued safety of the school community or to ensure the well-being of the student.

Such determination and reasoning for maintaining the record must be documented with the non-threat finding. Where such a determination is made, the threat assessment team must re-evaluate the decision on an annual basis to determine if the record is no longer useful. The student's age and length of time since the original assessment must be considered in those evaluations.

Referral to Mental Health Services

All school personnel who receive training pursuant to F.S. 1012.584 shall be notified of the mental health services that are available in the District.

School Environmental Safety Incident Reporting

The superintendent is responsible for ensuring the accurate and timely reporting of incidents related to school safety and discipline in accordance with Florida law and rules promulgated by FL DOE.

Parents of District students have a right to access school safety and discipline incidents as reported pursuant to F.S. 1006.07 (9) and will be timely notified of threats, unlawful acts, and significant emergencies pursuant to F.S. 1006.07 (4) and (7).

Student Crime Watch Program

The Board shall implement a Student Crime Watch Program to promote responsibility among students and improve school safety. Through a Board resolution, the Board will require each Principal to distribute information (including a reference to Policy 8406) at their respective schools notifying students and the community as to how they can anonymously relay information concerning unsafe and potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to appropriate public safety agencies and school officials.

Promotion of School Safety Awareness

In furtherance of Policy 8406 (*Reports of Suspicious Activity and Potential Threats to Schools*), the Board shall promote the use of the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL") and the consequences of knowingly submitting false information on the District's website, in newsletters, on school campuses, and in school publications. FortifyFL shall also be installed on all mobile devices issued to students and bookmarked on all computer devices issued to students.

Records Related to Compliance with F.A.C. 6A-1.0018

The District and all school staff will retain records demonstrating that the requirements of F.A.C. 6A-1.008 are met and provide such records to the Office of Safe Schools upon request.

Revised 5/25/19
Revised 7/27/21
Revised 3/8/22
Revised 9/13/22
Revised 12/13/22
Revised 11/14/23
Revised 7/30/24

© Neola 2025

Legal

F.S. 1001.212

F.S. 1006.07

F.S. 1006.13

F.S. 1006.1493

Office of Safe Schools School Security Risk Assessment Tool

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates (U.S. Secret Service and U.S. Department of Education)

F.A.C. 6A-1.0018

F.A.C. 6AER23-02

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS
Code	po8406 fsj 2/19/25 V25 N2
Status	
Adopted	August 11, 2020
Last Revised	October 22, 2024

8406 - **REPORTS OF SUSPICIOUS ACTIVITY AND POTENTIAL THREATS TO SCHOOLS**

It is vitally important that local public safety agencies and school officials be made aware of potential threats to schools as quickly as possible. All employees shall, and students and members of the community are strongly encouraged, to promptly make reports concerning unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to local public safety agencies and/or school officials. The following is a non-exhaustive list of mechanisms to disclose such information by:

A. contacting local law enforcement agencies, including the Manatee County Sheriff's Office, Bradenton Police Department, Palmetto Police Department or Holmes Beach Police Department;

B. utilizing the Florida Department of Education's mobile suspicious reporting tool ("FortifyFL");

C. contacting the District's School Safety Specialist as follows:

1. in person at 1 Matzke Way Blvd #9, Bradenton, FL 34208;

2. via telephone at (941) 708-8800 ext 44071;

3. via email at safetyandsecurity@manateeschools.net;

D. calling 9-1-1.

In addition, employees must also report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to the Chief of Safety & Security or his/her designee.

The identity of the reporting party and any other information received by school officials through the Florida Department of Education's mobile suspicious reporting tool is confidential and exempt under Florida's Public Records Act.

The District shall provide instruction on FortifyFL within the first five (5) days of school each year. The instruction must be age and developmentally appropriate and include the consequences of making a threat or false report involving school or school personnel's property, school transportation, or a school-sponsored activity. Instruction concerning consequences shall include disciplinary actions that may occur at school and possible criminal charges.

Annually, through procedures developed by the Superintendent, the District will make available a training for parents and guardians on the use of FortifyFL prior to the start of each school year or at the time of a student's enrollment if during the school year. The training will include an explanation of the potential consequences for anyone making a threat or false report concerning school or school personnel's property, school transportation, or a school-sponsored activity, including disciplinary actions that may occur at school and possible criminal charges. Information provided during the training concerning criminal charges shall include a summary of F.S. 790.162, 790.163, 836.10 and 837.05, and the penalties for violating those statutes.

Technical Correction 5/24/22

Revised 10/22/24

© Neola 202524

Legal F.S. 119.07
F.S. 943.082
F.S. 1006.07
F.A.C. 6A-1.0018

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of SAFE-SCHOOL OFFICERS
Code	po8407 fsj 2/19/25 V25 n2
Status	
Adopted	October 23, 2018
Last Revised	October 22, 2024

8407 - **SAFE-SCHOOL OFFICERS**

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies to establish or assign one or more ~~safe-school officers~~Safe-School Officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single-school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Manatee County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; and

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

School Guardians ~~(The Coach Aaron Feis Guardian Program)~~(The Chris Hixon, Coach Aaron Feis, and Coach Scott Beigel Guardian Program)

The Board utilizes school guardians pursuant to The Chris Hixon, Coach Aaron Feis , and Coach Scott Beigel Guardian Program.

The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, the Superintendent must verify through evidence provided by the Manatee County Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15.

The guardian training program must include twelve (12) hours about responding to and de-escalating incidents on school premises.

The District must report to the Florida Department of Law Enforcement (FDLE) the name, date of birth, and appointment date of each person appointed as a guardian, as well as the date of separation if a guardian leaves the assignment.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

Pursuant to Florida State Board of Education Rule 6A-1.0018, Florida schools are also required to establish a policy for safe-school officer assignment outside the regular school day, including during, before, and after school, summer school, during extracurricular activities, and for school-sponsored events.

School administration is responsible for determining if safe-school officers are needed for extracurricular activities and after-school events. School administration will consider the number of persons present, the ratio of staff members to students, and any other safety and security measures available.

The School Safety Specialist, in consultation with the Chief of Safety & Security, Law Enforcement, and the learning community and/or Executive Directory of Secondary Schools, may require schools to add or implement additional safety and security measures for extracurricular activities and after-school events.

Safe-School officers will be assigned during the summer session based on the availability of resources.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes. the occurrence of the following:

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

Revised 7/27/21
Revised 3/8/22
Revised 12/13/22
Revised 3/28/23
Revised 10/22/24

© Neola 2025~~24~~

Legal F.S. 30.15
F.S. 1006.12

F.A.C. 6A-1.0018

Book	Policy Manual
Section	8000 Operations
Title	FOOD AND NUTRITION SERVICES PROGRAM
Code	po8500
Status	Active
Adopted	June 27, 2017
Last Revised	May 25, 2019

8500 - **FOOD AND NUTRITION SERVICES PROGRAM**

The School Board shall, upon the recommendation of the Superintendent, employ the staff necessary to a food service program in each school in accordance with Federal and State laws, regulations, Board policies, and District procedure identified to achieve best practice. Procedure manuals will be revised annually to assure alignment with best practice and School District strategic plan. Those manuals are: Food and Nutrition Services Procedure ManualOperations, and HACCP (Hazard Analysis Critical Control Point)., and One Source An employee handbook will be provided to all employees annually.

The Food Services Program shall participate in the National School Lunch, Breakfast Programs, after-school snack, after-school meals (CACFP), and commodity foods and comply with all Federal and State regulations pertaining to the programs.

A. Food Service Program

Formatted: Space Before: Auto, After: Auto

The District recognizes the importance of good nutrition to each student's educational performance.

B. Staffing

1. Administrative Responsibility

   The direct responsibility for supervision and administration of the food service program shall be delegated to the Director of Food and Nutrition Services who shall provide system-wide coordination and supervision directed toward the most efficient and nutritional operation at the lowest possible cost to the student.

2. Food Service Manager

   The Food Service Manager shall work under the direct supervision of the Food and Nutrition Services Department in accordance with Board policy, State law, and other applicable legal requirements.

3. Other Food Service Personnel

   Additional personnel shall be employed in accordance with established procedures and job classifications.

C. General Provisions

1. Training

   All Food and Nutrition Services Department employees must complete provided training in accordance with USDA Professional Standards policy.

2. Food Safety Training

   All Food and Nutrition Services management and supervisory staff will maintain ServSafe Certification from the National Restaurant Foundation.

3. Meal Charge Plan Policy

   Food and Nutrition Services Meal Charge Plan is available on the School District's website, the Food and Nutrition Services website, and is available from each school's front office. Schools will provide a copy of the plan when students are enrolled. ~~A copy of the Food and Nutrition Services Meal Charge Policy is mailed to all households annually. The policy can also be found on the School District's website and is available from each school's front office. Transfer students will receive a copy of the policy from the school when their child is enrolled.~~

4. Language and Disability Accommodations

   Language assistance and disability accommodations are available. Food and Nutrition Services will not require an individual with a disability to bring another individual to interpret for them. In case of emergency, accompanying adults may interpret or facilitate communication. We will consult with the individual with a communication disability to reach an agreement on the appropriate and effective auxiliary aid and service. A record of accommodation requests made to the Food and Nutrition Services department will be kept annually.

5. Meal Modifications for students with disabilities are available. Refer to District Meal Modifications and Food Allergies Policy 5335.02 for additional information.

4.

D. Cost of Meals

The food service program shall be operated on a nonprofit basis. The price of meals shall be set by the Board upon the recommendation of the Superintendent and shall be in compliance with USDA Healthy Hunger Free Kids Act, Paid Meal Equity

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 0.69", Space Before: Auto, After: Auto, Outline numbered + Level: 2 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.69" + Tab after: 0.94" + Indent at: 0.94"

Formatted: List Paragraph, Indent: Left: 1"

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: No bullets or numbering

requirements. Adults shall pay the Board-adopted adult sale price. Annually the district will reimburse the Non-profit Food Service Fund for only school meal debt deemed uncollectable, as defined by 2 CFR § 200.426.

E. Eligibility for Free or Reduced-Price Meals

It is the intent of the Board to participate in the National School Lunch and Breakfast Program and to offer paid, free, or reduced-price meals in accordance with- the USDA guidelines.

1. Free and reduced-price meals will be made available to all eligible students. Income eligibility shall be determined by the Food and Nutrition Services Department in accordance with the guidelines issued annually by the USDA.

2. Parents will be notified each year that meal benefits are available and how to apply. Households will receive a notification letter alerting them to their student's meal benefit status. They can request additional copies of this letter by contacting the district office.

3. Students receiving free or reduced priced meals will not be identified as such during meal service by Food and Nutrition Services staff.

~~E.~~4. Free and reduced sStudents will not be denied a meal if they have a negative account balance. They will receive a limited meal choice if their balance exceeds the pre-designated limits in the meal charge plan. . The identification of students receiving free or reduced-price meals shall be safeguarded and confidential.

F. School Breakfast Program

1. Further, Tthe Board shall may offer breakfast meals free of charge to all students in each elementary, middle, and high school.

~~2. Eligibility~~

Free and reduced price meals will be made available to all eligible students. Income ~~eligibility shall be determined by the Food and Nutrition Services Department in accordance with the guidelines issued annually by the USDA.~~

~~Identification~~

~~The identification of students receiving free or reduced-price meals shall be safeguarded and confidential.~~

G. Non-Discrimination Statement

Formatted: Font: 12 pt, Border: : (No border)

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Border: : (No border)

Formatted: Indent: Left: 0.94", No bullets or numbering

Formatted: Border: : (No border)

Formatted: Indent: Left: 0.94", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Border: : (No border)

Formatted: Indent: Left: 0.94", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 0.69", Space Before: Auto, After: Auto, Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.79" + Indent at: 1.04"

Formatted: Indent: Left: 0.69", Space Before: Auto, After: Auto, No bullets or numbering

Formatted: Indent: Left: 0.69", No bullets or numbering

Formatted: Normal, Indent: Left: 0.69", Space Before: Auto, After: Auto, No bullets or numbering

Formatted: Font: Font color: Auto, Border: : (No border), Ligatures: Standard + Contextual

Formatted: Font: Arial Nova, 11 pt

Formatted: List Paragraph, Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.06" + Tab after: 0.31" + Indent at: 0.31"

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: Program Discrimination Complaint Form English [409.6 kB] , Program Discrimination Complaint Form Spanish [389.3 kB] and, Program Discrimination Complaint Form Haitian Creole [185.2 kB], from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov

3. This institution is an equal opportunity provider.

Formatted: Space After: 8 pt, Line spacing: Multiple 1.07 li, No bullets or numbering, Font Alignment: Auto, Pattern: Clear

Revised 10/23/18
Revised 5/25/19

© Manatee 2019

Legal
F.S. 595.405
F.S. 1001.41
F.S. 1001.42
F.S. 1001.51
F.S. 1013.12
F.A.C. 5P-1.002

F.A.C. 5P-1.003

F.A.C. 5P-1.004

F.A.C. 5P-1.005

42 U.S.C. 1758

Health, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 C.F.R. Part 15b

7 C.F.R. Part 210

7 C.F.R. Part 215

7 C.F.R. Part 220

7 C.F.R. Part 225

7 C.F.R. Part 226

7 C.F.R. Part 227

7 C.F.R. Part 235

7 C.F.R. Part 240

7 C.F.R. Part 245

7 C.F.R. Part 3015

80 F.R. 11077

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

§

Book	Policy Manual
Section	8000 Operations
Title	NUTRITION AND WELLNESS
Code	po8510
Status	Active
Adopted	June 27, 2017
Last Revised	October 23, 2018

8510 - **NUTRITION AND WELLNESS**

The School Board recognizes that good nutrition and regular physical activity affect the health and well-being of the ~~District's~~district's students. Furthermore, research suggests that there is a positive correlation between a student's health and well-being and his/her ability to learn. Moreover, schools can play an important role in the developmental process by which students establish their health and nutrition habits by providing nutritious meals and snacks through the schools' meal programs, by supporting the development of good eating habits, and by promoting increased physical activity both in and out of school.

The Nutrition and Wellness Policy is implemented as part of the School~~Student~~ Health Advisory Committee (SHAC). Following the Coordinated School Health Approach, SHAC members will include food service, school health, teachers, curriculum, school administration, employee wellness, as well as a school board member, parents, students, and community representatives in the healthcare field. SHAC members are selected on an annual basis according to state school health guidelines and meet bi-annually. SHAC meetings dates are advertised to the public and are open to the community. The purpose of the SHAC is to monitor the compliance of the nutrition and wellness policy, propose needed revisions to the policy, and set yearly measurable goals. SHAC will provide training, tools, and information for effective implementation of the wellness policy. SHAC will review and consider evidence-based strategies and techniques in establishing measurable goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.

~~A Healthy School Team will be established at each school that should include at least the following members: parents, students, food service members, administrators, school health~~ professionals, physical education teachers, and the public. Each Healthy School Team will be ~~responsible for monitoring school compliance with the Nutrition and Wellness Policy along with~~ selecting a leader that will report to SHAC. Healthy School Teams will meet bi-annually.

~~The following standards apply to all foods available to students during the school day on the~~ school campus. According to the Healthy Hunger Free School Act, the school day is the period ~~from the midnight before, to thirty (30) minutes after the end of the official school day. The~~ school campus is defined as all areas of the property under the jurisdiction of the school that are ~~accessible to students during the school day.~~

A. Nutrition

1. Nutritional Standards:

1. All foods must meet at least one of the following:

a. Must be "whole grain-rich"

b. Include fifty percent (50%) or more whole grains by weight or

c. Have a whole grain listed as the first ingredient

2. Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food

3. Be a combination food that contains at least ¼ cup of fruit and/or vegetable

4. All foods plus any accompaniments (dressing, jelly, etc.) must also meet the following:

Nutrient	Snack Item	Entrée Items*
Calories	≤ 200 calories	≤ 350 calories
Sodium	≤ 200 mg	≤ 480 mg
Total Fat	≤ 35% of calories	≤ 35% of calories
Saturated Fat	<10% of calories	<10% of calories
Trans Fat	0 grams	0 grams
Sugar	≤ 35% of weight	≤ 35% of weight

5. Exemptions:

a. Any entrée item offered as part of the breakfast or lunch program is exempt if it is served as a competitive food on the day of service or the day after service in the breakfast or lunch program.

b. Fresh or frozen fruits and vegetables with no added ingredients, except water.

c. Canned fruits with no added ingredients except water, which are packed in 100% juice, extra light syrup, or light syrup.

d. Low sodium/no salt added canned vegetables with no added fats.

e. Reduced fat cheese, nuts, seeds, and nut/seed butters, as well as seafood and whole eggs with no added fat are exempt from the total fat and

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25", Font Alignment: Auto, Pattern: Clear

Formatted: Font: Arial Nova, 11 pt

~~**saturated** fat standards.~~

~~2.~~A. School Meals

1. All Meals

   a. To the maximum extent possible, all schools will participate in available Federal school meal programs, including the SBP, NSLP, ASSP, AMP, and SFSP.

   b. All reimbursable meals will meet nutrition standards mandated by USDA, as well as any additional State nutrition standards that go beyond USDA requirements.

   c. Students with special dietary needs will be accommodated as required by USDA regulations and District Meal Modifications and fFood aAllergiesy Policy 5335.02. The ~~D~~district dietitian will be available to meet with students and parents to discuss meal options and accomodationsaccommodations.

   d. Water will be available to students within the cafeteria either through a water fountain or water cooler.

   e. Dining areas and cafeterias will be kept are attractive and include enough seating to accommodate all students who would like to sit and eat.

   f. All menus, nutritional content, allergy and ingredient information will be available ~~on the District Webpage,~~ through application software, and via hardcopy if requested.

   g. A comprehensive outreach, promotion, and pricing plan will be used to ensure maximum participation in the school meal program, and ensure all eligible students qualify and receive meal benefits.

   h. The District will make student meal accounts readily available online.

   i. When available and competitively priced, local foods will be considered during menu planning. Fresh from Florida, Farm to School, and Harvest of the Month items will be promoted on the menu and within the cafeteria.

~~f.~~

2. 2. Breakfast and Lunch

Formatted: Font: 11 pt

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph

Formatted: Font: 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Tab after: 2" + Indent at: 2"

Formatted: Font: Arial Nova, 11 pt

Formatted: Right: 0", Don't add space between paragraphs of the same style, Line spacing: single, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Tab after: 2" + Indent at: 2"

Formatted: Right: 0.53", Don't add space between paragraphs of the same style, Line spacing: single, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Tab after: 2" + Indent at: 2"

Formatted: Font: Arial Nova, 11 pt

Formatted: Right: 0.53", Don't add space between paragraphs of the same style, Line spacing: single

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 0.5", Right: 0", Space After: 4 pt, Don't add space between paragraphs of the same style, Line spacing: single, No bullets or numbering, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Font Alignment: Auto, Pattern: Clear, Tab stops: Not at 1.68" + 1.68"

Formatted: Indent: Left: 1.25", No bullets or numbering

a. All schools will provide breakfast and lunch through the USDA National School Lunch Program. ~~School Breakfast Program. Schools with more than eighty percent (80%) of students eligible for free or reduced-price meals will provide breakfast free~~ to all students.

b. School meals will include a variety of nutrient-dense foods,
a. including whole grains and fiber-rich fruits and vegetables. Salads, sandwiches, wraps, and other alternative entrée items will be offered daily at lunch.

~~b.~~ c. ~~Students will be allowed, once seated, a minimum of ten (10) minutes to eat breakfast. If time is a concern, alternate arrangements~~ will be made which include grab and go, breakfast in the classroom, or ~~other identified initiatives. Students will be allowed, once seated, a minimum of fifteen (15) minutes to eat lunch. If time is a concern alternate arrangements will be made which include grab and go and other identified initiatives.~~

c. A choice of fresh fruits and vegetables will be offered each day as part of a healthy diet. Students will be required to take at least one-half (1/2) cup of fruit or vegetable with both breakfast and lunch.

d. ~~d.~~ Students will have a choice of ~~one percent (1%) fat white milk and skim chocolate~~ milk with breakfast and lunch based on current USDA standards. Students will be allowed to select which type of milk they choose to drink. Students are not required to take milk as part of breakfast or lunch.

e. Parents will be able to view their student's online meal account. Healthy choices will be prominently displayed in the cafeteria to encourage students to make healthy choices.

f. All schools shall operate a "closed" lunch period to encourage students to eat a nutritious lunch. Students will not be allowed to leave the school campus during lunch periods.

g. Salad, sandwich, wrap, and other alternate entrée items will be ~~offered daily at lunch.~~Students will be allowed, once seated, a minimum of ten (10) minutes to eat breakfast. If time is a concern, alternate arrangements will be made, which include grab and go, breakfast in the classroom, or other identified initiatives. Students will be allowed, once seated, a minimum of fifteen (15) minutes to eat lunch. If time is a concern, alternate arrangements will be

Formatted: Indent: Left: 1.75", Hanging: 0.19"

Formatted: Indent: Left: 1.75", No bullets or numbering

Formatted: Indent: Left: 1.75", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 1.94", No bullets or numbering

Formatted: Indent: Left: 1.75", No bullets or numbering

Formatted: Indent: Left: 1.75", Hanging: 0.19", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 1.75", Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 5 + Alignment: Left + Aligned at: 1.63" + Indent at: 1.88"

made which include grab and go and other identified initiatives.

g.

h. ~~T~~There should be enough meal periods to assure the student per meal period ratio is such that students can be moved through the lunch line efficiently. Student identification cards must be presented by all high school and middle school students for meal service. Elementary schools are encouraged to have a student identification system in place.

~~i.~~ ~~3.~~ ~~Healthy choices will be prominently displayed in the cafeteria to~~ encourage students to make healthy choices.

~~3.~~ After-Schools Snacks Program

a. After school snack programs will be provided in accordance with the USDA After School Snack Program by the Food and Nutrition Services Department. Contracted after school care programs must use Food and Nutrition Services for snacks.

b. All after-school snack programs will comply with U.S. Department of Agriculture (USDA) regulations and State rules.

c. A fresh fruit or fresh vegetable will be provided at least once a ~~week as part of the after-school snack program.~~ Fresh fruits and vegetables will be incorporated into the monthly snack menu.

d. Foods that are sold to students by the after-school education programs will only be offered after distribution of the District provided after-school snack and must meet USDA Smart Snacks Nutritional Standards below. ~~in Schools requirements, Nutrition Standards above.~~

~~d.~~

4. Supper

a. Supper will be provided through the Florida Department of Health and Human Services at approved schools.

b. Fresh fruits and vegetables will be incorporated into the supper menu.

c. Meals will meet all program requirements for the supper meals as prescribed by U.S. Department of Agriculture (USDA).

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 2", No bullets or numbering

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 1.75", Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 5 + Alignment: Left + Aligned at: 1.63" + Indent at: 1.88"

Formatted: Indent: Left: 0.5", First line: 0.5", Space After: 4 pt, No bullets or numbering, Font Alignment: Auto, Pattern: Clear

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: 11 pt

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 1.75" + Indent at: 2"

Formatted: Border: : (No border)

Formatted: Border: : (No border)

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Border: : (No border), Ligatures: None

Formatted: No bullets or numbering

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 1" + Indent at: 1.25", Font Alignment: Auto, Pattern: Clear

Formatted: Font: 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Border: : (No border), Ligatures: None

Formatted: List Paragraph, Indent: Left: 1.75", Numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.5" + Indent at: 2.75"

5. A la Carte

a. All a la carte items offered by the Food and Nutrition Department will meet USDA Smart Snacks Nutritional Standards below ~~in~~ Schools requirements, Nutrition Standards above.

~~a.~~

b. Fresh fruits and vegetable will also be offered as a la carte.

c. Parents can restrict the purchase of a la carte items through the application software or by contacting the cafeteria manager.

B. OOther Foods Available to Students

The following standards apply to all foods, other than those in school meals, available to students during the school day on the school campus. The Healthy Hunger Free School Act defines the school day as the period from the midnight before, to thirty (30) minutes after the end of the official school day. The school campus is defined as all areas of the property under the jurisdiction of the school that are accessible to students during the school day. No ready-to-eat combination foods of meat or meat alternate and grain products may be sold to students during the school day.

USDA Smart Snack Nutritional Standards:

A. All foods must meet at least one of the following:

~~Must be "whole grain-rich"~~

Include fifty percent (50%) or more whole grains by weight or h

- ~~Have a whole grain listed as the first ingredient~~
- Have as the first ingredient one of the non-grain major food groups: a fruit, a vegetable, a dairy product, or a protein food
- Or Be a combination food that contains at least ¼ cup of fruit and/or vegetable
- If water is the first ingredient, the second ingredient must be one of the above

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 4 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

Formatted … [1]

Formatted: Indent: Left: 2", No bullets or numbering

Formatted: Indent: Left: 1.75", Numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.5" + Indent at: 2.75"

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: First line: 0", Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 1", Right: 0.15", Line spacing: single

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 0.25", First line: 0"

Formatted: Indent: Left: 1.25", Don't add space between paragraphs of the same style, No bullets or numbering

Formatted … [2]

Formatted: Indent: Left: 1.75"

Formatted … [3]

Formatted … [4]

Formatted … [5]

Formatted … [6]

Formatted … [8]

Formatted … [7]

Formatted … [9]

Formatted … [10]

Formatted … [11]

Formatted … [12]

Formatted … [13]

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted … [14]

B. All foods plus any accompaniments (dressing, jelly, etc.) must also meet the following:

Nutrient	Snack Item	Entrée Items*
Calories	≤ 200 calories	≤ 350 calories
Sodium	≤ 200 mg	≤ 480 mg
Total Fat	≤ 35% of calories	≤ 35% of calories
Saturated Fat	<10% of calories	<10% of calories
Trans Fat	0 grams	0 grams
Sugar	≤ 35% of weight	≤ 35% of weight

Allowable exemptions to these standards:

- Any entrée item offered as part of the breakfast or lunch program is exempt if it is served as a competitive food on the day of service or the day after service in the breakfast or lunch program.
- Fresh or frozen fruits and vegetables with no added ingredients, except water.
- Canned fruits with no added ingredients except water, which are packed in 100% juice, extra light syrup, or light syrup.
- Low sodium/no salt added canned or frozen vegetables with no added fats.
- Reduced fat cheese, nuts, seeds, and nut/seed butters, as well as seafood and whole eggs with no added fat are exempt from the total fat and saturated fat standards.

B.—

1. ~~Classroom~~ School Celebrations

~~1.~~a. ~~S~~School-wide celebrations and special events may be exempted from the nutritional standards once each quarter.

~~2.~~b. Only food prepared by and purchased from licensed food service establishments may be served to students, except food brought by the parent for their child only. Ingredient labels must be available for all food brought to the classroom.

~~3.—Classroom celebration baskets and foods meeting these standards will be made available for sale through the District Food and Nutrition~~ services catering program.

c. ~~All food served during classroom celebrations must meet~~ USDA

Formatted ... [15]
Formatted ... [16]
Formatted: Indent: Left: 1.75", Space Before: 0.05 pt, Don't add space between paragraphs of the same style, No bullets or numbering, Tab stops: 0.88", Left + Not at 1.28"
Formatted ... [17]
Formatted: Font: Arial Nova, 11 pt
Formatted Table
Formatted: Font: Arial Nova, 11 pt
Formatted ... [18]
Formatted ... [19]
Formatted: Font: Arial Nova, 11 pt
Formatted ... [20]
Formatted ... [21]
Formatted: Font: Arial Nova, 11 pt
Formatted ... [22]
Formatted ... [23]
Formatted Table
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt
Formatted ... [24]
Formatted ... [25]
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt
Formatted ... [26]
Formatted: Border: : (No border)
Formatted ... [27]
Formatted ... [29]
Formatted ... [28]
Formatted ... [30]
Formatted ... [31]
Formatted ... [32]
Formatted ... [33]
Formatted ... [34]
Formatted ... [35]
Formatted: Indent: Left: 1.56"

Smart Snacks Nutritional Standards ~~in Schools~~ requirements, Nutrition Standards above should be considered when bringing in food for classroom parties. Healthy food alternatives, games, and crafts should be used as alternatives.

~~4.~~

5.~~d.~~ In elementary schools, foods and beverages for classroom parties and celebrations can only be offered in the last hour of the school day. If allowing celebrations, sSchools are encouraged to establish ~~once a once~~ a month birthday celebration for all students who had a birthday during the month.

2. ~~62.~~ Rewards/Classroom Food

a. Parents, teachers, and staff shall provide non-food alternatives for ~~activities and during the school day.~~ If food is used as part of a learning experience, staff shall consider the USDA Smart Snack Nutritionalational Standards. Food allergies/medical conditions should also be considered.

~~1.~~

2.b. Staff shall consider the ~~All foods used for rewards must meet~~ USDA Smart Snacks ~~in Schools requirements,~~ Nutritional Standards above when using food as a reward.

~~a.~~ Students are allowed to have individual water bottles in the classroom unless disciplinary issues dictate otherwise.

c.

~~b.~~ Fund-raising sales in the classroom during the school day to students must meet USDA Smart Snacks in Schools requirements, Nutrition Standards above. Items that meet Smart Snack requirements may only be sold thirty (30) minutes after the last lunch period.

d.

~~c.~~ Foods distributed to students as part of classroom snacks will meet USDA Smart Snacks ~~in Schools requirements,~~ Nutrition Standards above.

e.

~~1.~~ ~~Foods may be used as an integrated part of the lesson. Efforts should be made to be sure the foods used meet USDA Smart Snack in Schools requirements, Nutrition Standards above.~~

1.f. The Districtdistrict will disseminate a list of healthy party/snack ideas and nonfood rewards to parents and teachers.

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual
Formatted ... [36]
Formatted ... [37]
Formatted ... [38]
Formatted ... [39]
Formatted ... [40]
Formatted ... [41]
Formatted ... [42]
Formatted: Indent: Left: 1", No bullets or numbering
Formatted ... [43]
Formatted ... [44]
Formatted ... [45]
Formatted ... [46]
Formatted ... [47]
Formatted ... [48]
Formatted ... [49]
Formatted: Indent: Left: 1.56"
Formatted ... [50]
Formatted ... [51]
Formatted ... [52]
Formatted ... [53]
Formatted: Indent: Left: 1.56"
Formatted ... [54]
Formatted ... [55]
Formatted ... [56]
Formatted ... [57]
Formatted: Indent: Left: 1.56"
Formatted ... [58]
Formatted ... [59]
Formatted ... [60]
Formatted ... [61]
Formatted ... [62]
Formatted: Font: Arial Nova, 11 pt
Formatted ... [63]
Formatted ... [64]

37. Vending

~~3.~~

During the school day, vending machines accessible to students is limited to:

~~1.~~ • Elementary – no vending

~~2.~~ • Middle School – not until one (1) hour after last bell

3. • High School – not ~~during meal service hours~~ until 30 minutes after the last lunch period.

All vending machines if available to students must be provided with a locking/timer mechanism. Machines must be turned off until 30 minutes after the last lunch period. ~~during meal service hours.~~

~~C.~~ 84. Beverages

Portion sizes listed are the maximum that can be offered.

Beverages	Elementary	Middle	High
Plain water	unlimited	unlimited	unlimited
Unflavored low-fat milk	8 fl. oz.	12 fl. oz.	12 fl. oz.
Unflavored or flavored fat-free milk	8 fl. oz.	12 fl. oz.	12 fl. oz.
100% fruit or vegetable juice	8 fl. oz.	12 fl. oz.	12 fl. oz.
100% fruit or vegetable juice diluted with water but no added sweeteners	8 fl. oz.	12 fl. oz.	12 fl. oz.
Other flavored and/or carbonated beverages that are	Not allowed	Not allowed	20 fl. oz.

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 1"

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 1.25", No bullets or numbering

Formatted: Font: 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 1.5" + Indent at: 1.75"

Formatted: Indent: Left: 1", Space Before: Auto, After: Auto, No bullets or numbering

Formatted Table

labeled to contain 5 calories or less per 8 fl. oz., or 10 calories or less per 20 fl. oz.			
Other flavored and/or carbonated beverages that are labeled to contain 40 calories or less per 8 fl. oz. or 60 calories or less per 12 fl. oz.	Not allowed	Not allowed	12 fl. oz.

~~D.~~

For elementary and middle school students: foods and beverages must be caffeine-free with the exception of trace amounts of naturally occurring caffeine substances. Food and beverages for high school students may contain caffeine.

1. 95. Snack Vending

All snack foods available must meet stated timeframes and USDA Smart Snacks in Schools requirements, Nutritional Standards above.

2. 106. School Stores/Group Sales

   a. Foods sold in school stores must meet the nutritional requirements as stated in USDA Smart Snacks in Schools requirements, Nutritional Standards above.

   b. Documentation must be maintained by the store/group staff to assure that all foods meet the nutrition standards.

   c. In accordance with State regulation, foods cannot be sold in schools' stores/groups until thirty (30) minutes after the last lunch period.

3. 117. Concession

Concession stands operating during the school day must meet the criteria outlined in the procedures. Concession stands operating outside of the school day are exempt from restrictions on food sold to students.

4. 128. Culinary Programs

   ~~a.~~ a. Foods sold to students as part of a culinary instructional program must meet USDA Smart Snacks in Schools requirements, Nutritional

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: No underline

Formatted: No underline

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: List Paragraph, Indent: Left: 1.56", Space Before: 0.05 pt, Numbered + Level: 1 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.06" + Indent at: 2.31", No widow/orphan control, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers, Font Alignment: Auto, Pattern: Clear, Tab stops: 0.88", Left

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Ligatures: Standard + Contextual

Formatted: Font: Font color: Auto

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Ligatures: Standard + Contextual

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Standards above.

b. b. In accordance with State regulation, food from these programs ~~can not~~ cannot be sold to students until thirty (30) minutes after the last lunch period.

5. ~~139.~~ Foods brought into schools during meal service hours

a. a. Parents are encouraged to provide meals from home that meet the nutritional requirements set forth in Dietary Guidelines for Americans.

b. b. Occasionally, a parent may bring food into the cafeteria for their student only, not for larger groups of students.

E. C. Fund-Raisers

1. ~~F~~Foods sold for fund-raising purposes during the school day on the school campus must meet the minimum nutrition requirements as outlined in USDA Smart Snack Nutritional Standards above.

2. In accordance with State regulations, fund-raiser foods or beverages may not be sold until thirty (30) minutes after the last lunch period.

3. All vendors who plan to sell food to students during the school day on school campus must meet with the Food and Nutrition Services department to evaluate whether the food complies with USDA Smart Snack Nutritional Standards. Vendors not meeting policy requirements will not be permitted to sell food during the school day to students.

4. ~~T~~The ~~District~~district will maintain fund-raising tips and ideas on the Food and Nutrition Services website.

3.

5. Schools are encouraged to have a majority of their fund-raising come from non-food alternatives.

4.

6. Food fund-raisers that sell food to be consumed off-site are exempt from meeting the nutritional guidelines.

5.7. Food and Nutrition Services will make Smart Snack compliant items available for bulk purchase for schools to use as fundraisers.

F. D. Marketing Food and Beverages

~~1.~~ 1. Advertising visible to students during the school days must be consistent with USDA Smart Snacks ~~in Schools requirements,~~ Nutritional

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted: Font: Font color: Custom Color(RGB(32,37,41)), Border: : (No border), Ligatures: Standard + Contextual

Formatted ... [65]

Formatted ... [66]

Formatted ... [67]

Formatted ... [68]

Formatted ... [69]

Formatted ... [70]

Formatted ... [71]

Formatted ... [72]

Formatted ... [73]

Formatted ... [74]

Formatted ... [75]

Formatted ... [76]

Formatted ... [77]

Formatted ... [78]

Formatted ... [79]

Formatted ... [80]

Formatted ... [81]

Formatted ... [82]

Formatted ... [83]

Formatted ... [84]

Formatted: No underline

Formatted: No underline

Standards above.

2. 2. Marketing activities that promote healthful behaviors are encouraged.

G. E. Food Safety and Security

1. 1. Food and non-food inventory located at the schools will not be part of the building master key. Emergency use only keys will be provided to the building principal. District maintenance and security will also have keys for after hour access.

2. 2. Use of the food service area (kitchens) must follow District facility use agreement. A food service employee must be present any time the facility will be used for the preparation or service of food.

3. School Food and Nutrition Services operation will use the Hazard Analysis Critical Control Point (HACCP) guidelines to assure food safety and security.

3. 4. Cafeteria managers will maintain a safe food handling certification and all staff training will be tracked at the district level to ensure USDA Professional Standards are met along with state and district requirements.

4. 5. Education activities using raw ingredients, such as eggs, meats, should be prepared under the supervision of staff who have food safety training.

5. 6. 6. Only food prepared by and purchased from licensed food service establishments may be served to students, except food brought by the parent for their child. Ingredient labels must be available for all food brought to the classroom.

6. 7. Only Food and Nutrition Services employees are authorized to receive the deliveries of program food and beverages.

7. Hand sanitizer stations will be available to the students as they enter the food service area.

H. F. Nutrition Education

1. 1. General Requirements

a. a. All students in grades K-12, including students with disabilities, special health care needs, and those in alternative educational settings, have the opportunity to participate in a variety of learning experiences that support development of healthful eating habits.

b. b. Schools will strive toward integrating nutrition education with a coordinated school health approach.

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Left: 1", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 1", Hanging: 0.19"

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 1", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

c. c. Promote the integration of nutrition education into other areas of curriculum such as math, science, health, physical education, language arts, and social studies.

d. Utilize the Florida Department of Education Health Education benchmarks for each grade level and follow the District Student Progression Plan.

e. All schools will be enrolled with the United States Department of Agriculture as a Team Nutrition School.

f. Each elementary school will have a set of Serving Up MyPlate Kit: A Yummy Curriculum for grades 1st through 5th5th.

~~d.~~

2. 2. Cafeterias/Food and Nutrition Services

a. a. Attractive, current nutrition education materials are prominently displayed in dining areas.

~~b.~~ b. Teachers collaborate with the school food and nutrition staff to use the cafeteria as a learning laboratory that allows students to apply critical thinking skills.

c. c. Provide nutrition education in the classroom and throughout the ~~District~~district by the nutrition specialist/registered dietitian.

~~d.~~ d. Provide nutrition education and consultation to students, school advisory groups, and other school-based groups by the nutrition specialist/registered dietitian.

e. e. Provide nutrition education materials to promote healthy eating, physical activity, food systems and overall wellness developed by the nutrition specialist/registered dietitian.

f. Provide nutrition education resources on the food and nutrition website.

g. Food and Nutrition Services will support school garden activities and will work with school gardens and agriculture programs to prepare recipes utilizing school grown produce.

~~f.~~

~~I.~~ G. Physical Activity

Physical education instruction focuses on the outcomes of achieving and maintaining

Formatted: Indent: Left: 1.56", Hanging: 0.19"

Formatted: Font: Arial Nova, 11 pt

Formatted: Normal, Indent: Left: 1.56", Hanging: 0.19", Right: 0", Line spacing: single, No bullets or numbering, Widow/Orphan control, Adjust space between Latin and Asian text, Adjust space between Asian text and numbers, Tab stops: Not at 1.28" + 1.28"

Formatted: Indent: Left: 1.56"

Formatted: No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19"

Formatted: Indent: Left: 1.56"

Formatted: Font: Arial Nova, 11 pt, Font color: Custom Color(RGB(32,37,41)), Condensed by 0.1 pt

Formatted: Normal, Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 1.56", No bullets or numbering

Formatted: Indent: Left: 0.75", No bullets or numbering

a health-enhancing level of fitness and understanding that physical activity provides the opportunity for enjoyment, challenge, self-expression, communication, and well-being.

1. 1. General Requirements

   a. a. All students shall receive the prescribed amount of physical education dictated by the District's Student Progression Plan.

   b. b. Exceptions or exemptions to physical education requirements are stated in the Student Progression Plan.

2. 2. Other Physical Activity Opportunities

   a. a. All school classrooms health education will compliment physical education by reinforcing the knowledge and self-management skills needed to maintain a physically-activephysically active lifestyle.

   b. b. Opportunities for physical activity will be incorporated into other subject areas.

   c. c. Classrooms shall incorporate, where possible and appropriate, short physical activity breaks between lessons and classes.

   d. d. Staff members shall not deny participation in recess or other physical activity opportunities as a form of discipline or punishment unless the safety of students is in question.

   e. e. Staff members shall not require the participation in physical activity, such as walking laps, as a form of discipline or punishment during the school day.

   f. Intramurals, walkers/runnersrunners' clubs, and other physical activities events will be utilized, where possible and appropriate, as additional opportunities for physical activity.

   g. Students should have the opportunity to be physically active before and after school where possible.

   f.

3. 3. School-Based Activities

   a. a. Food and Nutrition Services will support school-based wellness efforts.

   b. b. The Food and Nutrition Service will provide resources for schools and teachers.

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19"

Formatted: Indent: Left: 1.56", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Indent: Left: 1.56", No bullets or numbering

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Catering

~~District Food and Nutrition Services provides catering services that meet all required nutritional standards. Food and Nutrition Services should be considered when utilizing outside catering~~ services.

H. Employee Wellness

1. School district staff will be encouraged to model healthy eating and physical activity behaviors for students.

2. To support employee wellness, the District will have an employee ~~The District~~ will have an employee wellness program that focuses on staff wellness issues, identifies and distributes wellness resources and performs other functions that support staff wellness in coordination with employee benefits staff.

3. All ~~All~~ staff will be provided with opportunities to participate in physical activities and healthy eating programs that are accessible and free or low-cost.

4. All district sites will follow Policy 4215 Tobacco-Free Work and Learning Environments

~~I.~~I. Recordkeeping/Accountability/Evaluation

1. Schooltudent Health Advisory Committee (SHAC) Responsibilities

a. Meet bi-annually. SHAC members will include food service, school health, teachers, curriculum, school administration, employee wellness, as well as a board member, parents, students, and community representatives in the ~~school school health guidelines~~ healthcare field. SHAC members are selected on an annual basis according to state school health guidelines.

b. ~~The SHAC will e~~Establish priority or goal items and yearly measurable goals. ~~to be included in the evaluation component of the policy. SHAC~~ will also

c. Review and consider evidence-based strategies and techniques in establishing goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness.

d. ~~h~~Help in the implementation of District-wide wellness programming. Community partnerships and community members

Formatted: Font: Not Bold
Formatted: Indent: Left: 0.75", First line: 0.5"
Formatted: Indent: Left: 0.75"
Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None
Formatted: Indent: Left: 1", Hanging: 0.19"
Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None
Formatted: Normal, Indent: Left: 1", Hanging: 0.19", Font Alignment: Auto, Pattern: Clear
Formatted: Indent: Left: 1", Hanging: 0.19"
Formatted ... [85]
Formatted: Font: Arial Nova, 11 pt
Formatted: Border: : (No border)
Formatted ... [86]
Formatted ... [87]
Formatted ... [89]
Formatted ... [90]
Formatted ... [88]
Formatted: Indent: Left: 1"
Formatted: Font: Not Bold
Formatted: Font: Not Bold
Formatted: Indent: Left: 0.75"
Formatted: Indent: Left: 1", First line: 0"
Formatted: Indent: Left: 1"
Formatted: Font: Arial Nova, 11 pt
Formatted ... [91]
Formatted ... [92]
Formatted: Border: : (No border)
Formatted ... [93]
Formatted: Font: Arial Nova, 11 pt
Formatted: Font: Arial Nova, 11 pt, Font color: Auto
Formatted ... [94]
Formatted: Font: Font color: Dark Gray
Formatted: Border: : (No border)
Formatted ... [95]
Formatted ... [96]
Formatted ... [97]

will be utilized to assist in the development, implementation, and evaluation of the district's local wellness initiatives.

e. Monitor the compliance of the nutrition and wellness policy and propose needed revisions to the policy.

f. Provide training, tools, and information for effective implementation of the wellness policy.

2. Accountability and Evaluation

a.

SHAC will meet at least twice annually. Food and Nutrition Services will conduct an annual review to assure compliance with policy procedures at all schools. A triennial assessment will be conducted every three years.

b. The Food and Nutrition Services Director shall ensure the overall compliance with the wellness policy.

c. A detailed annual report on the completion of yearly goals and school-based wellness policy compliance will be provided to the Superintendent, Board, and the community at a Board meeting. This report will also be available on the SHAC website.

d. SHAC will update and make modifications to the wellness policy based on the results of the annual survey and triennial assessments and/or as local priorities change, community needs change, wellness goals are met, new health information and technology emerges and new Federal or State guidance or standards are issued. The wellness policy will be assessed as indicated at least every three (3) years.

e. The most current version of the wellness policy will be available on the Food and Nutrition Services website and the SHAC website for public use.

f. Florida Department of Agriculture and Consumer Services will monitor District compliance as part of their administrative review process. The Food and Nutrition Services Department will monitor school compliance as part of their annual school review process.

Revised 10/23/18

© Manatee 2018

Legal

42 U.S.C. 1751 et seq.

Formatted: Border: : (No border)

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 1.56", Hanging: 0.19", No bullets or numbering

Formatted: Font: Arial Nova, 11 pt

Formatted: Font: Arial Nova, 11 pt

Formatted: Indent: Left: 1.56", Hanging: 0.19"

Formatted: Indent: Left: 1"

Formatted: Body Text, Indent: Left: 1.56", Hanging: 0.19", Right: 0.06", Space Before: 7.75 pt, Line spacing: Multiple 0.82 li, Font Alignment: Auto, Pattern: Clear

Formatted: Indent: Hanging: 0.19"

Formatted: Body Text, Indent: Left: 1.56", Hanging: 0.19", Right: 0.06", Space Before: 7.75 pt, Line spacing: Multiple 0.82 li, Font Alignment: Auto, Pattern: Clear

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Border: : (No border)

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 1.56", Hanging: 0.19"

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: Indent: Left: 1.56"

Formatted: Font: (Default) Arial Nova, 11 pt, Border: : (No border), Ligatures: None

Formatted: List Paragraph, Indent: Left: 1.56", Numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.5" + Indent at: 2.75"

Formatted: Indent: Left: 1.56"

Formatted: Font: (Default) Arial Nova, 11 pt, Font color: Dark Gray, Ligatures: None

Formatted: List Paragraph, Indent: Left: 1.56", Numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 2.5" + Indent at: 2.75"

42 U.S.C. 1771 et seq.
F.S. 120.81(1)(a)
F.S. 595.405
F.S. 1001.32(2)
F.S. 1001.41
F.S. 1001.42
F.S. 1001.43
F.S. 1003.453
F.S. 1003.455
F.A.C. 5P-1.003
Healthy Hunger Free Kids Act of 2010
7 C.F.R. Part 210
7 C.F.R. Part 220
§

AGENDA ITEM NO. 13.2

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on July 22, 2025 (General Fund)

Executive Summary
Policies to be updated include the following:

Bylaw 0131 - Legislative/Policymaking
Bylaw 0164 - Notice of Regular Meetings
Bylaw 0165 - School Board Meetings
Bylaw 0165.2 - Regular Meetings
Bylaw 0165.3 - Special and Emergency Meetings
Bylaw 0166 - Exempt Meetings
Policy 3430.07 - Military Leave
Policy 4430.07 - Military Leave
Policy 8305 - Information Security
Policy 8431 - Preparedness for Toxic Hazard

The purpose of the requested amendment is to update the following School Board policies to conform to current legislation and statutes.

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2021).

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
Approval of advertising a Notice of Intent to Amend School Board Policies and setting a Public Hearing at the Board Meeting on July 22, 2025 (General Fund).

Financial Impact
The cost to implement this agenda item will not exceed $200.00 for advertising in the newspaper. The funding source for this expenditure is the General Operating Fund and is included in the Board's approved budget for the 2024-2025 school year.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Policies for July 22 Public Hearing

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on July 22, 2025

Bylaw 0131 – Legislative/Policymaking (Revised)
The revisions to Bylaw 0131 incorporate rulemaking notice requirements as set forth in F.S. 120.81(1)(d).

Bylaw 0164 – Notice of Regular Meetings, Hearings, and Workshops (Revised)
The revisions to Bylaw 0164 incorporate language from F.S. 120.525 and 1001.372 regarding the method for providing public notice of regular meetings, hearings, and workshops.

Bylaw 0165 – School Board Meetings (Revised)
Bylaw 0165.2 – Regular Meetings (Rescind)
Bylaw 0165.3 – Special and Emergency Meetings (Rescind)
Bylaw 0166 – Exempt Meetings (Rescind)
The revisions to Bylaw 0165 are designed to streamline the School Board's policies related to Board meetings. Instead of having separate policies for regular meetings (Bylaw 0165.2), special/emergency meetings (Bylaw 0165.3), and exempt meetings (Bylaw 0166), these three (3) policies are incorporated entirely in Bylaw 0165 through this update. Neola recommends that Bylaws 0165.2, 0165.3, and 0166 be rescinded/repealed. The policy language therein has been incorporated entirely into Bylaw 0165.

Policy 3430.07 – Military Leave (Revised)
Policy 4430.07 – Military Leave (Revised)
Policies 3430.07 and 4430.07 have been revised to implement provisions of Senate Bill 818 related to leave for active federal military service.

Policy 8305 – Information Security (Revised)
SDMC revisions based on a recent FDLE NCJA Tech Audit review.

Policy 8431 – Preparedness for Toxic Hazard and Asbestos Hazard (Revised)
Policy 8431 is updated to incorporate new requirements that when conducting asbestos abatement projects, each asbestos contractor and asbestos consultant employed by the School District must be licensed and regulated by the Florida Department of Business and Professional Regulation (as opposed to the Florida Department of Health).

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of LEGISLATIVE/POLICYMAKING
Code	po0131 fsj 2/6/25
Status	
Adopted	November 9, 2016
Last Revised	October 22, 2024

0131 - **LEGISLATIVE/POLICYMAKING**

The School Board is the policymaking body for the School District. After considering recommendations submitted by the Superintendent, the Board shall adopt bylaws and policies for the organization and operation of the Board and efficient operation and general improvement of the School District. The Board, by majority vote, may direct the superintendent to develop policies for recommendation on topics of interest to the Board.

The term "rule" for purpose of this policy is defined in F.S. 120.52; it does not include "curricula by an educational unit". As used in this bylaw, the term "rule" and "policy" shall have the same definition. The development or prescription of curriculum by the Board is removed from the procedural requirements for policymaking.

F.S. 1001.41

The Board may determine policy matters governed by permissive law, but not on matters governed by mandatory law. No policy can be in conflict with the operative law of the State or with State Board of Education rules. Any provision of a collective bargaining agreement which is ratified by the Board and affects collective bargaining members shall prevail over any Board policy conflicting with the agreement during the term of the agreement.

Board adoption of policies or revisions to policies shall be pursuant to Florida statutes.

F.S. 120.536(1), 120.54

Policy Development

The Superintendent shall publish notice of the development of a proposed policy before providing notice of a proposed policy as required below. The notice of policy development shall indicate the subject area to be addressed by policy development; provide a short, plain explanation of the purpose and effect of the policy development; cite specific legal authority for the proposed policy; and state how a person may obtain or access, without cost, a copy of any preliminary draft, if available.

The Board may hold workshops for the purpose of policy development after publication of the notice of policy development.

F.S. 120.54(2)

Adopting Policies

The Superintendent shall present any proposal relating to a policy amendment, the repeal of any policy, or the adoption of a new policy in writing to the Board including a written explanation of the proposal in accordance with Florida law.

A. Notice of Proposed Policy: After the Board has determined that it will give due consideration to the proposal for adoption, amendment, or repeal of a policy, the Superintendent shall give immediate and proper written notice to the public pursuant to the provisions of Florida law. The notice shall include a brief and concise explanation of the proposed policy's purpose and effect, the estimate of economic impact to all individuals affected by the proposed new policy or revision of an existing policy, the legal authority for the Board's action, the location where the text of the proposed revision to current policy or new policy may be obtained or accessed, and the procedure for requesting

a public hearing on the proposed policy.

B. Hearings: Any person who is affected by a proposed policy, policy revision, or the repeal of a policy, may within twenty-one (21) days following notice of the proposal to adopt or repeal such policy, file a written request with the Board for a hearing on the proposed action.

The Board may also, on its own initiative, schedule a public hearing for any proposed policy adoption, revision, or repeal.

C. Rulemaking Record: Any material pertinent to the issues under consideration submitted to the Board within twenty-one (21) days after the date of publication of the notice under paragraph B above or submitted to the Board between the date of publication of the notice and the end of the final public hearing shall be considered by the Board and made a part of the record of the rulemaking proceeding.

D. Board Action: The Board's final vote to adopt, amend, or repeal a policy will occur no sooner than twenty-eight (28) days following publication of the published notice in paragraph A above.

E. The Superintendent shall file immediately in his/her office a copy of any new policy, policy revision, or repealed policy adopted by the Board; policy handbooks and the Board's website shall be updated accordingly.

F. All policies shall become effective upon adoption by the Board, unless another time certain date is specified therein. The Board may adopt a policy authorized by law and necessary for the proper implementation of a statute prior to the effective date of the statute, but the policy may not be effective until the statute upon which it is based is effective.

F.S. 120.54

Notices

All notices pertaining to policymaking may be published:

A. ~~)~~ by publication in a newspaper qualified under F.S. Chapter 50, in the affected area or on a publicly accessible website as provided in F.S. 50.0311;

~~Internet publication for School District notices under F.S. 50.0211(1)(b) may be made on the website of any newspaper in the county to which the legal notice pertains.~~

B. by posting on the District's website not less than seven (7) days before the public meeting, hearing, or workshop; and

C. by mail to persons who have requested advance notice and to organizations representing persons affected by the policy; and,

D. by posting ~~on the District's website and~~ in appropriate places so that those particular classes of persons to whom the intended action is directed may be duly notified.

Incorporation by Reference

A policy may incorporate material by reference, but only as the material exists on the date the policy is adopted. For purposes of the policy, changes in material are not effective unless the policy is amended to incorporate the changes. Material incorporated by reference in a policy may not incorporate additional material by reference unless the policy specifically identifies the additional material. The reference in the policy to the material being incorporated must include a date or other designation, so that the reader will know exactly what version of the material has been adopted and made part of the rule.

F.S. 120.54(1)(i)(1)

A District policy that incorporates by specific reference another policy of the District automatically incorporates subsequent amendments to the referenced policy, unless a contrary intent is clearly indicated in the referencing policy. Any notice of amendments to a policy that has been incorporated by specific reference in other policies of the District must explain the effect of the amendments on the referencing policies.

F.S. 120.54(1)(i)(2)

Material may not be incorporated into Board policies by reference unless:

A. the material can be made available for free public access through electronic hyperlink from the Board's website listing the policy and making the reference; or,

B. the District has determined that posting of the material on the internet for purposes of public examination and inspection would constitute a violation of Federal copyright law, in which case a statement to that effect, along with the addresses and locations of the District office at which the material is available for public inspection, is included in the notice required.

F.S. 120.54(1)(i)(3)(17)

~~**Challenge to Existing Policy**~~

~~Any person substantially affected by an existing Board policy may petition the Division of Administrative Hearings, Florida Department of Administration, to conduct a hearing on the validity of a policy pursuant to Florida statutes. Any hearing examiner's decision which is adverse to the Board or to the person substantially affected may be judicially reviewed.~~

~~F.S. 120.56(1)~~

~~**Challenge to Proposed Policy**~~

~~Any person who is substantially affected by a proposed policy, policy revision, or the repeal of a policy may, within twenty-one (21) days following notice of intent to adopt or repeal such policy, file a written request with the Board seeking an administrative determination as to the validity of the proposed action.~~

~~F.S. 120.56(2)~~

Emergency Policies

The Board may determine that the public health, safety, or welfare is endangered and that immediate action is required to protect the public interest. When this occurs, the Board, at any meeting in which a quorum is present, may adopt emergency policies, without complying with the waiting period as provided above. The Superintendent shall properly record the effective date for any such emergency policy. Any emergency policy shall not be valid in excess of ninety (90) days from the adoption or effective date.

Public Input and Access to Policies

Any Board employee, citizen, or agency may submit a policy proposal to the Superintendent's office.

A copy of the compiled policies shall be available for inspection in the Superintendent's office.

The Board policies shall also be accessible on the District's website.

Revised 5/24/22
Revised 10/22/24

© Neola 2025~~4~~

Legal F.S. 120
F.S. 120.536(1)
F.S. 120.54
F.S. 120.54(1)(i)(1)

F.S. 120.54(1)(i)(2)

F.S. 120.54(1)(i)(3)(17)

F.S. 120.54(2)

F.S. 120.56(1)

F.S. 120.56(2)

F.S. 1001.41

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of NOTICE OF REGULAR MEETINGS, HEARINGS, AND WORKSHOPS
Code	po0164 fsj 2/6/25 CHOIUCES
Status	
Adopted	November 9, 2016
Last Revised	April 13, 2021
Prior Revised Dates	10/27/2020

0164 - **NOTICE OF REGULAR MEETINGS, HEARINGS AND WORKSHOPS**

Pursuant to State law, the School Board shall, at least seven (7) days prior to any regular ~~give notice of~~ public ~~meetings~~meeting, ~~hearings~~hearing, and ~~workshops~~workshop, provide notice in the following ways:

A. **(** x**)** continuous publication on a publicly accessible website as provided in F.S. 50.0311 or the office Board website; or

B. ~~by~~**(**x **)** publication in a newspaper of general circulation; or

C. **(x)**~~by~~ posting a notice at the courthouse door if no newspaper is published in the county~~on the District's website not less than seven (7) days before the public meeting, hearing, or workshop;~~.

D. ~~by mail to all persons who have made requests for advance notice of the Board's proceedings, and to organizations representing persons affected by any proposed policy; and~~

E. ~~by posting in appropriate places so that particular classes of persons to whom an intended action is directed may be notified.~~

The notice posted shall include a general statement of the general subject matter to be considered.

~~Notice of special meetings shall be made in a newspaper or newspapers of general circulation in the county sufficiently in advance of the meeting to allow the public to attend. Such notice shall contain the date, time, place, and purpose of the meeting.~~For additional public notice requirements, see also: Bylaw 0131 (*Legislative/Policymaking*), Bylaw 0165.1 (*Agendas*), and Bylaw 0165.3 (*Special and Emergency Meetings*).

See also: Bylaw 0165.1 (Agendas) and Bylaw 0165.3 (Special and Emergency Meetings).

F.S. 50.0311
F.A.C. 28-102.001

Revised 10/27/20
Revised 4/13/21

© Neola 2025~~1~~

Legal	F.S. 50.0311
	F.S. 120.525
	F.S. 120.81
	F.S. 1001.372
	F.A.C. 28-102.001

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of SCHOOL BOARD MEETINGS
Code	po0165 fsj 2/6/24 Choices
Status	
Adopted	November 9, 2016
Last Revised	April 13, 2021

0165 -

SCHOOL BOARD MEETINGS

The School Board shall hold at least one (1) regular meeting each month and may conduct other meetings such as workshops, public hearings, special meetings, emergency meetings, and meetings exempt from Florida's Open Meetings laws. See also, Bylaw 0131 (*Legislative/Policymaking*), Bylaw 0164 (*Notice of Regular Meetings, Hearings, and Workshops*), Bylaw 0165.1 (*Agendas*), ~~Bylaw 0165.2 (Regular Meetings), Bylaw 0165.3 (Special and Emergency Meetings), Bylaw 0166 (Exempt Meetings),~~ and Bylaw 0166.1 (*Workshops*).

~~The sessions~~Meetings will be held in any appropriate public place in the ~~county,~~county provided that due public notice is given.

~~F.S. 1001.372~~

~~In accordance with law, all meetings at which official acts are to be taken are declared to be open public meetings, and no resolution, rule, policy, regulation, or formal action shall be considered binding except as taken or made at such a meeting. All meetings of the Board shall be open to the public, except as provided by Florida statute, and the order of business of any regular meetings shall include an opportunity for the public to address the Board, as provided in Bylaw 0169.1 below.~~

In accordance with law, all meetings at which official acts are to be taken are declared to be open public meetings, and no resolution, rule, policy, regulation, or formal action shall be considered binding except as taken or made at such a meeting. All meetings of the Board shall be open to the public, except as provided by Florida law, and the order of business of any regular meetings shall include an opportunity for the public to address the Board, as provided in Bylaw 0169.1.

Regular Meetings

Regular meetings shall be held at the time fixed at the annual organizational meeting. Such notification shall be made immediately after the annual organization meeting at which the Board fixes regular meeting dates and times. Should the date of a regular meeting fall on a holiday, the Board may choose the meeting date at any prior meeting. Every Board member shall be notified of the change by letter or by distribution of the Board minutes which carry a record of the change. The Superintendent shall be responsible for public notice of changed meetings.

Special Meetings

A. Special meetings may be called by the Superintendent, the Superintendent at the request of the Board Chair, or the Superintendent at the request of a majority of the members of the Board by serving a written notice of the time,

date, location, and purpose of such meeting upon each Board member at least two (2) days in advance of the meeting.

B. Special meetings are intended to be limited to specific matters and shall not be used in place of the Board's responsibility to conduct regular Board meetings not less than once per month. The meeting notice and agenda shall specify the particular matters to be addressed during the special meeting. Business conducted during special meetings must only relate to the particular matters identified in the meeting notice and agenda.

C. All special meetings shall be held in the office of the Superintendent or in a room convenient to that office and regularly designated as the Board meeting room. Meetings may be held at other appropriate public places in the county upon the giving of due public notice.

D. Due public notice shall consist of, at least two (2) days prior to the meeting: continuous publication on a publicly accessible website as provided in F.S. 50.0311 or the District's official website; publication in a newspaper of general circulation in the county, or if there is no newspaper of general circulation in the county, an announcement over at least one (1) radio station whose signal is generally received in the county, a reasonable number of times daily during the forty-eight (48) hours immediately preceding the date of such meeting; or posting a notice at the courthouse door if no newspaper is published in the county.

E. Actions taken during special meetings shall have the same force and effect as if taken at a regular meeting.

Emergency Meetings

A. The Superintendent, the Board Chair, or a majority of the members of the Board may call an emergency meeting when there is an immediate danger to public health, safety, or welfare that requires immediate action.

B. Emergency meetings are intended to be limited to specific emergencies and shall not be used in place of regular or special meetings. The meeting notice and agenda shall specify the particular emergency to be addressed during the meeting in addition to the time, date, and location of the meeting.

C. Notice of emergency meetings shall be provided in a manner that is fair under the circumstances and necessary to protect the public interest. The Board shall attempt to provide immediate public notice of all emergency meetings as follows:

1. Publishing a notice on the District's website.
2. **(** x**)** Posting a notice on the District-approved social media platforms.

D. At the start of each emergency meeting and prior to conducting any business, the Board shall publish in writing and state for the record the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and the Board's reasons for concluding that the procedures used to notice and conduct the emergency meeting is fair under the circumstances.

E. Following the emergency meeting, and as soon as practicable under the circumstances, the Board shall publish in the appropriate publication prescribed by F.S. 120.54(3), and on its website, notice of the time, date, and place of the emergency meeting; a statement setting forth the reasons why the emergency meeting was necessary; and a statement setting forth the action taken during the meeting.

F. Actions taken during emergency meetings shall have the same force and effect as if taken at a regular or special meeting.

Exempt Meetings

The Board is committed to transparency and conducting its meetings in the public. However, certain meetings are exempt from Florida's Open Meetings laws. Examples of such meetings include, but are not limited to, the following:

A. all discussions between the Superintendent, or the Superintendent's representative, and the Board relative to collective bargaining (i.e., "executive sessions");

B. meetings between the Board, the Superintendent, and the Board's attorney to discuss pending litigation to which the Board is presently a party before a court or administrative agency (i.e., "shade meetings");

Such meetings must meet the following conditions:

1. The Board's attorney shall advise the Board at a public meeting that they desire advice concerning the litigation.

2. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

3. The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the Board's clerk within a reasonable time after the meeting.

4. The Board shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the Board Chair shall announce the termination of the session.

5. The transcript shall be made part of the public record upon conclusion of the litigation.

C. student expulsion hearings;

D. portions of any meeting relating directly to or that would reveal security and fire safety systems, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems;

E. risk management sessions; and

F. any other meeting permitted to be exempt under Florida law.

Revised 4/13/21

© Neola 2025~~1~~

Legal F.S. 447

F.S. 1001.372

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of REGULAR MEETINGS
Code	po0165.2 RESCIND fsj 2/6/25
Status	
Adopted	November 9, 2016

~~0165.2 - **REGULAR MEETINGS**~~**RESCIND**

~~Regular meetings of the School Board shall be public and held at least once each month except as shall be authorized by the Board.~~

~~In accordance with law, regular meetings shall be held at the time fixed at the annual organizational meeting. Such notification shall be made immediately after the annual organization meeting at which the Board fixes regular meeting dates and times. Should the date of a regular meeting fall on a holiday, the Board may change the meeting date at any prior meeting. Every Board member shall be notified of the change by letter or by distribution of the Board minutes which carry a record of the change. The Superintendent shall be responsible for public notice of changed meetings.~~

~~**© Neola 2013**~~

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of SPECIAL AND EMERGENCY MEETINGS
Code	po0165.3 RESCIND 2/6/25 fsj
Status	
Adopted	November 9, 2016
Last Revised	August 11, 2020

~~0165.3 - **SPECIAL AND EMERGENCY MEETINGS**~~ **RESCIND**

~~**Special Meeting**~~

A. ~~Special meetings may be called by the Superintendent, the Superintendent at the request of the School Board Chair, or the Superintendent at the request of a majority of the members of the Board by serving a written notice of the time, date, location, and purpose of such meeting upon each Board member at least two (2) days in advance of the meeting.~~

B. ~~Special meetings are intended to be limited to specific matters and shall not be used in place of the Board's responsibility to conduct regular Board meetings not less than once per month. The meeting notice and agenda shall specify the particular matters to be addressed during the special meeting. Business conducted during special meetings must only relate to the particular matters identified in the meeting notice and agenda.~~

C. ~~All special meetings shall be held in the office of the Superintendent or in a room convenient to that office and regularly designated as the Board meeting room. Meetings may be held at other appropriate public placed in the county upon the giving of due public notice. Due public notice shall consist of publication in a newspaper of general circulation in the county or in each county where there is no newspaper of general circulation in the county an announcement over at least one (1) radio station whose signal is generally received in the county, a reasonable number of times daily during the forty-eight (48) hours immediately preceding the date of such meeting, or by posting a notice at the courthouse door if no newspaper is published in the county at least two (2) days prior to the meeting.~~

D. ~~Actions taken during special meetings shall have the same force and effect as if taken at a regular meeting.~~

~~**Emergency Meetings**~~

A. ~~The Superintendent, the Board Chair, or a majority of the members of the Board may call an emergency meeting when there is an immediate danger to public health, safety, or welfare that requires immediate action.~~

B. ~~Emergency meetings are intended to be limited to specific emergencies and shall not be used in place of regular or special meetings. The meeting notice and agenda shall specify the particular emergency to be addressed during the meeting in addition to the time, date, and location of the meeting.~~

C. ~~Notice of emergency meetings shall be provided in a manner that is reasonable under the circumstances and necessary to protect the public interest. The Board shall attempt to provide immediate public notice of all emergency meetings as follows:~~

1. ~~Making an announcement over at least one (1) radio station whose signal is generally received in the county, a reasonable number of times daily during the forty-eight (48) hours immediately preceding the date of such meeting.~~

2. ~~Posting a notice on the District's website.~~

D. ~~At the start of each emergency meeting and prior to conducting any business, the Board shall publish in writing and state for the record the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and the Board's reasons for concluding that the procedure used to notice and conduct the emergency meeting is reasonable under the circumstances.~~

E. ~~Following the emergency meeting, and as soon as practicable under the circumstances, the Board shall publish in the appropriate publication prescribed by F.S. 120.54(3), and on its website, notice of the time, date, and place of the emergency meeting; a statement setting forth the reasons why the emergency meeting was necessary; and a statement setting forth the action taken during the meeting.~~

F. ~~Actions taken during emergency meetings shall have the same force and effect as if taken at a regular or special meetings.~~

~~Revised 8/11/20~~

~~© Neola 2018~~

Legal F.S. 120.525

F.S. 1001.372

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of EXEMPT MEETINGS
Code	po0166 RESCIND 2/6/25
Status	
Adopted	November 9, 2016
Last Revised	April 23, 2024

~~0166 - **EXEMPT MEETINGS**~~ **RESCIND**

~~The School Board is committed to transparency and conducting its meetings in the public. However, certain meetings are exempt from Florida's Open Meetings laws. Examples of such meetings include, but are not limited to, the following:~~

A. ~~all discussions between the Superintendent, or the Superintendent's representative, and the Board relative to collective bargaining (i.e. "Executive Sessions");~~

B. ~~meetings between the Board, the Superintendent, and the Board's attorney to discuss pending litigation to which the Board is presently a party before a court or administrative agency (i.e. "Shade Meetings");~~

~~Such meetings must meet the following conditions:~~

1. ~~The Board's attorney shall advise the Board at a public meeting that they desire advice concerning the litigation.~~

2. ~~The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.~~

3. ~~The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the Board's clerk within a reasonable time after the meeting.~~

4. ~~The Board shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the Board chair shall announce the termination of the session.~~

5. ~~The transcript shall be made part of the public record upon conclusion of the litigation.~~

C. ~~student expulsion hearings;~~

D. ~~portions of any meeting relating directly to or that would reveal security and fire safety systems, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems;~~

E. ~~risk management sessions; and~~

F. ~~any other meetings permitted to be exempt under Florida law.~~

~~Revised 4/13/21~~
~~Technical Correction 4/23/24~~

© Neola 2021

Legal	F.S. 119.0725
	F.S. 255.065
	F.S. 281.301
	F.S. 286.0113
	F.S. 447.605
	F.S. 768.28
	F.S. 1006.07

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of MILITARY LEAVE
Code	po3430.07 fsj 2/7/25 Choice
Status	
Adopted	June 27, 2017
Last Revised	February 13, 2018

3430.07 - **MILITARY LEAVE**

The School Board supports individuals willing to serve in the armed forces of the United States or the State of Florida to protect our country and State. In accordance with State and Federal laws, instructional staff members who must be absent from work for military service are entitled to take a military leave of absence in accordance with this policy.

Instructional staff members who are service members of the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave to perform active military service, the first thirty (30) days of any such leave to be with full pay for Federal military service that is equal to or greater than ninety (90) consecutive days.

Reserve or Guard Training

All instructional staff members in this District who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.

Compensation allowed for military leave to participate in required training exercises shall not exceed 240 hours in any one (1) annual period as provided in F.S. 115.07. Such leave is not charged as vacation. It shall be established that the period selected is not at the convenience of the employee but a military necessity, if it falls within the school year. Upon the recommendation of the Superintendent, leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and may be granted by the Board and when so granted shall be without loss of time or efficiency rating.

When an instructional staff member's assigned employment duty conflicts with ordered active or inactive duty training, it is the responsibility of the Board to provide a substitute employee, if necessary, for the assumption of such employment duty while the employee is on assignment for the training.

Active Military Service

Instructional staff members who are service members of the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave to perform active military service, the first thirty (30) days of any such leave to be with full pay.

Leave of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay. Instructional staff members on military leave may substitute accrued paid vacation for unpaid leave.

Re-Employment

Re-employment of all instructional staff members granted military leave shall be governed in accordance with 38 U.S.C. 4312. An instructional staff member who is granted military leave for active duty shall, upon the completion of the tour of duty, be returned to employment without prejudice, provided that the instructional staff member gives notice and files an application for re-employment within the time limitations contained in Federla law. Instructional staff members will be returned to duty in the same or a similar position as previously held in accordance with Federal law.

Benefits During Military Leave

The Board shall continue to provide all health insurance and other existing benefits to instructional staff members as required by the Uniformed Services Employment and Reemployment Rights Act, Chapter 43 of Title 38 U.S.C.

Bargaining unit members should refer to the collective bargaining agreement for more information pertaining to military leave.

Revised 2/13/18

© **Neola 2024**

Legal

F.S. 115.07

F.S. 115.09

F.S. 115.14

F.S. 121.111

F.S. 250.341

F.S. 1012.23

38 U.S.C. 2021 et seq.

38 U.S.C. 4312

38 U.S.C. 4323

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of MILITARY LEAVE
Code	po4430.07 fsj 2/7/25 Choice
Status	
Adopted	June 27, 2017
Last Revised	February 13, 2018

4430.07 - **MILITARY LEAVE**

The School Board supports individuals willing to serve in the armed forces of the United States or the State of Florida to protect our country and State. In accordance with State and Federal laws, support staff members who must be absent from work for military service are entitled to take a military leave of absence in accordance with this policy.

Support staff members called to duty are required to notify the site administrator immediately unless notice is impossible or prevented by military necessity or, under all of the relevant circumstances, the giving of such notice is otherwise impossible or unreasonable.

Reserve or Guard Training

All support staff members in this District who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to leaves of absence from their respective duties, without loss of vacation leave, pay, time, or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty.

Compensation allowed for military leave to participate in required training exercises shall not exceed 240 hours in any one (1) annual period as provided in F.S. 115.07. Such leave is not charged as vacation. It shall be established that the period selected is not at the convenience of the employee but a military necessity, if it falls within the school year. Upon the recommendation of the Superintendent, leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay and may be granted by the Board and when so granted shall be without loss of time or efficiency rating.

When a support staff member's assigned employment duty conflicts with ordered active or inactive duty training, it is the responsibility of the Board to provide a substitute employee, if necessary, for the assumption of such employment duty while the employee is on assignment for the training.

Active Military Service

Instructional staff members who are service members of the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave to perform active military service, the first thirty (30) days of any such leave to be with full pay for Federal military service that is equal to or greater than ninety (90) consecutive days.

Leave of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay. Support staff members on military leave may substitute accrued paid vacation for unpaid leave.

Re-Employment

Re-employment of all support staff members granted military leave shall be governed in accordance with 38 U.S.C. 4312. A support staff member who is granted military leave for active duty shall, upon the completion of the tour of duty, be returned to employment without prejudice, provided that the support staff member gives notice and files an application for re-employment within the time limitations contained in Federla law. Support staff members will be returned to duty in the same or a similar position as previously held in accordance with Federal law.

Benefits During Military Leave

The Board shall continue to provide all health insurance and other existing benefits to support staff members as required by the Uniformed Services Employment and Reemployment Rights Act, Chapter 43 of Title 38 U.S.C.

Bargaining unit members should refer to the collective bargaining agreement for more information pertaining to military leave.

Revised 2/13/18

© **Neola 2014**

Legal

F.S. 115.07

F.S. 115.09

F.S. 115.14

F.S. 121.111

F.S. 250.341

F.S. 1012.23

38 U.S.C. 2021 et seq.

38 U.S.C. 4312

38 U.S.C. 4323

8305 - **INFORMATION SECURITY**

The District collects, classifies, and retains data/information from and about students, staff, vendors/contractors, and other individuals, about programs and initiatives undertaken by the school system, and about and related to the business of the District. This information may be in hard copy or digital format, and may be stored in the District or offsite with a third party provider.

Data/information collected by the District shall be classified as

A. confidential,

B. controlled, or

C. published.

Data/Information will be considered controlled until identified otherwise.

Protecting District information resources (as defined in Bylaw 0100) is of paramount importance. Information security requires everyone's active participation to keep the District's data/information secure. This includes School Board members, staff members/employees, students, parents, contractors/vendors, and visitors who use District technology resources (as defined in Bylaw 0100) and information resources.

Individuals who are granted access to data/information collected and retained by the District must follow established procedures so that the information is protected and preserved. Board members, administrators, and all District staff members, as well as contractors, vendors, and their employees, granted access to data/information retained by the District are required to certify annually that they shall comply with the established information security protocols pertaining to District data/information. Further, all individuals granted access to confidential data/information retained by the District must certify annually that they will comply with the information security protocols pertaining to confidential data/information. Completing the appropriate section of the Staff Technology Acceptable Use and Safety form (Form 7540.04 F1) shall provide this certification.

All Board members, staff members/employees, students, contractors/vendors, and visitors who have access to Board-owned or managed data/information must maintain the security of that data/information and the District technology resources on which it is stored.

If an individual has any questions concerning whether this Policy and/or its related procedures apply to him/her or how they apply to him/her, the individual should contact the District's Technology Director or Information Technology Department/Office.

The Superintendent shall develop procedures that set forth the internal controls necessary to provide for the collection, classification, retention, access, and security of District data/information.

Further, the Superintendent is authorized to develop procedures that would be implemented in the event of an unauthorized release or breach of data/information. These procedures shall comply with the District's legal requirements if such a breach of personally-identifiable information occurs.

Personally Identifiable Information:

PII Personally Identifiable Information (PII) –is any information pertaining to an individual that can be used to distinguish or trace a person's identity. PII is defined as any one or more type of information including, but not limited to:

1. Social security number
2. Username and password
3. Passport number
4. Credit card number
5. Clearances
6. Banking information
7. Biometrics
8. Data and place of birth
9. Mother's maiden name
10. Criminal, medical and financial records
11. Educational transcripts
12. Photos and video including any of the above

All physical files that contain PII will reside within a locked file cabinet or room when not being actively viewed or modified. PII is not to be downloaded to workstations or mobile devices (such as laptops, personal digital assistants, mobile phones, tablets or removable media) or to systems outside the protection of the agency. PII will also not be sent through any form of insecure electronic communication as significant security risks emerge when PII is transferred from a secure location to a less secure location or is disposed of improperly. When disposing of PII the physical file should be shredded. All disposal of PII will be done by authorized Agency personnel.

All PII will be collected only when there is a legal authority, and it is necessary to conduct Agency duties.

Access to PII is only conducted when the information is needed to conduct Agency official duties and should only be utilized for official purposes. Agency members will not create duplicate copies of documents that contain PII and will destroy the documents when they are no longer needed. Agency does not extract PII from CJI.

Information Exchange:
Criminal Justice Information is the term used to refer to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data. The following categories of CJI describe the various data sets housed by the FBI CJIS architecture:

1. Biometric Data—data derived from one or more intrinsic physical or behavioral traits of humans typically for the purpose of uniquely identifying individuals from within a population. It is used to identify individuals, to include fingerprints, palm prints, iris scans, and facial recognition data.

2. Identity History Data—textual data that corresponds with an individual's biometric data, providing a history of criminal and/or civil events for the identified individual.

3. Biographic Data—information about individuals associated with a unique case, and not necessarily connected to identity data. Biographic data does not provide a history of an individual, only information related to a unique case.

4. Property Data—information about vehicles and property associated with crime when accompanied by any personally identifiable information (PII).

5. Case/Incident History—information about the history of criminal incidents.

Before disseminating criminal justice information (CJI) The School District of Manatee County will contact FDLE Criminal History Services at (850) 410-8161 for written authorization to release the information to the requesting agency. The School District of Manatee County currently does not share CJI with any other agency.

Information Handling:

Information obtained from the CJI systems must only be used for criminal justice purposes. Personnel must follow all CJIS Security Policy, state and federal rules and regulations regarding CJI information. All personnel with access to CJI shall receive the proper training within 30 days of hire. CJI or PII will not be transmitted via email. All information outlined in the information exchange and disposal of physical media shall be followed as well.

Physical information, such as reports that contain criminal justice information, is stored in the safe room inside the Safety and Security office and is only accessible to Agency personnel. The documents are stored in a locked filing cabinet and are only removed when needed for operational purposes. When removed, the information is kept by an authorized individual and then returned. The removal is documented in a log. Any information that must leave the facility for transport will be done so only by authorized personnel and only for operational purposes.

The Superintendent shall require the participation of staff members in appropriate training related to the internal controls pertaining to the data/information that they collect, to which they have access, and for which they would be responsible for the security protocols.

Third-party contractors/vendors who require access to confidential data/ information collected and retained by the District will be informed of relevant Board policies that govern access to and use of information resources, including the duty to safeguard the confidentiality of such data/information.

Failure to adhere to this policy and its related procedures may put data/information collected and retain by the District at risk. Employees who violate this policy and/or the administrative procedures promulgated consistent with this policy may have disciplinary consequences imposed, up to and including termination of employment, and/or referral to law enforcement. Students who violate this policy and/or procedures will be subject to disciplinary action, up to and including expulsion, and/or referral to law enforcement. Contractors/vendors who violate this policy and/or procedures may face termination of their business relationships with and/or legal action by the District. Parents and visitors who violate this policy and/or procedures may be denied access to the District's technology resources.

In addition, the District shall take steps to ensure that terms of service privacy policies of contracted providers of online educational products that are offered to K-12 students comply State and Federal privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, the Children's Online Privacy Protection Act (COPPA) F.S. 1002.22, and the Student Online Personal Information Protection Act, F.S. 1006.1494.

The District shall: (a) designate a person or persons to be responsible for the review and approval of all contracts for online educational services; and (b) establish procedures for notifying parents and eligible students if Personally Identifiable Information (PII) will be collected by the online educational service provider, how the information will be used, when and how it will be destroyed, and the terms of re-disclosure if any. For any online educational service that a student or parent is required to use, the District must provide notice on its website of the PII information that may be collected, how it will be used, when it will be destroyed, the terms of re-disclosure, if any, and a link to the service provider's terms of service and privacy policy if publicly available. See Policy 8330 - *Student Records* for a detailed description of "PII."

The Board specifically prohibits online educational service providers from sharing or selling a student's PII for commercial purposes, including but not limited to targeted advertising, without providing parents a mean to either consent or disapprove. The District shall notify contracted service providers when a student withdraws from the District so that the provider can delete the student's PII within the required ninety (90) days in accordance with State law and State Board of Education rules.

The Superintendent shall conduct a periodic assessment of risk related to the access to and security of the data/information collected and retained by the District, as well as the viability of the continuity of organizational operations plan developed pursuant to Policy 8300.

Revised 7/30/24
© Neola 2023
Legal
F.A.C. 6A-1.09550
Last Modified by Tammy R Shroyer on August 7, 2024

Book	Policy Manual
Section	Neola Select Policies through V25 N2
Title	Copy of PREPAREDNESS FOR TOXIC HAZARD AND ASBESTOS HAZARD
Code	po8431 2/19/25 fsj V25 n2
Status	
Adopted	June 27, 2017
Last Revised	November 9, 2021

8431 - **PREPAREDNESS FOR TOXIC HAZARD AND ASBESTOS HAZARD**

The School Board is concerned for the safety of the students and staff members and will ~~attempt to~~ comply with all Federal and State statutes and regulations to protect them from hazards that may result from industrial accidents beyond the control of school officials or from the presence of asbestos materials used in previous construction.

TOXIC HAZARDS

These hazards exist in chemicals and other substances used in the school setting such as in laboratories, science classrooms, kitchens, and in the cleaning of rooms and equipment.

The Superintendent shall appoint an employee to serve as Toxic Hazard Preparedness (THP) Officer. The THP Officer will:

A. identify potential sources of toxic hazard in cooperation with material suppliers who shall supply the THP Officer with Safety Data Sheets (SDSs);

B. ensure that all incoming materials, including portable containers, are properly labeled with the identity of the chemical, the hazard warning, and the name and address of the manufacturer or responsible party;

C. maintain a current file of SDSs for every hazardous material present on District property;

D. conduct a training program for all District employees to include such topics as detection of hazards, explanation of the health hazards to which they could be exposed in their work environment, and the District's plan for communication, labeling, etc.

In fulfilling these responsibilities, the THP Officer may enlist the aid of county and municipal authorities and, if possible, the owners or operators of identified potential sources of toxic hazards.

ASBESTOS

Pursuant to the Asbestos Hazard Emergency Response Act (AHERA); 15 U.S.C. 2650; 40 C.F.R. 763.93, the Superintendent shall maintain an Asbestos Management Plan for each school, and maintain and update the Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspection, re-inspection, and response action activities.

The Superintendent shall publish a notification on Management Plan availability and the status of asbestos activities; educate and train School District employees about asbestos and how to deal with it; notify short-term or temporary workers on the locations of the asbestos containing building materials; post warning labels in routine maintenance areas where asbestos was previously identified or assumed; follow set plans and procedures designed to minimize the disturbance of asbestos containing building materials; and survey the condition of these materials every six (6) months to assure that they remain in good condition.

The Superintendent designates the Manager of Safety as the District's designated Asbestos Program Coordinator. All inquiries regarding the asbestos plan and asbestos-related issues should be directed to the AHERA designated person at 941-708-8800 ext 1173.

The Superintendent shall also ensure that, when conducting asbestos abatement projects, each asbestos contractor and asbestos consultant employed by the District is licensed ~~pursuant to the Florida Department of Health Regulations~~and regulated by the Florida Department of Business and Professional Regulation.

Nothing in this policy should be construed in any way as an assumption of liability by the Board for any death, injury, or illness that is the consequence of an accident or equipment failure or negligent or deliberate act beyond the control of the Board or its officers and employees.

Revised 11/9/21

© Neola 2025

Legal

F.S. 1013.12

40 C.F.R 763.92

Asbestos Hazard Emergency Response Act of 1986 (AHERA)

15 U.S.C. 2601

20 U.S.C. 4011 et seq.

20 U.S.C. 4014

20 U.S.C. 4022

Asbestos School Hazard Abatement Act of 1984

Asbestos School Hazard Abatement Reauthorization Act of 1990, 20 U.S.C. 4011

AGENDA ITEM NO. 13.3

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Budget Amendments for April 2025 (No Financial Impact)

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The School Board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the School Board."

The following table reflects changes in fund balance by fund for the month of April 2025.

	General Fund	Debt Service	Capital Projects	Federal Funds	Food Service	Internal Service*	Trust & Agency
Budgeted Ending Fund Balance 03/31/2025	$64,376,673	$14,328,721	$143,216,836	$0	$10,223,931	$13,385,386	$7,669
Fiscal Impact	$1,105,951	$41,331	$6,969,158	$0	$0	$0	$(7,669)
Budgeted Ending Fund Balance 04/30/2025	$65,482,624	$14,370,052	$150,185,994	$0	$10,223,931	$13,385,386	$0

*Self-insurance Health Fund and Worker's Compensation Fund

General Fund budgeted ending fund balance increased by $1,105,951 due mainly to the release of an energy consultant budget $1,290,000 partially offset by the addition of a Human Resources assessment $70,000, and a Summer School MOU with the MEA union $64,395.

Capital Projects Fund budgeted ending fund balance increased by $6,969,158 due primarily to the roll forward of the Site Acquisition project $3,650,000, completion of the Haile MS project $3,085,525, estimate of Hurricane Milton insurance loss recovery $1,096,926, estimate of COPs Series 2025 A interest on investment $637,011, and other miscellaneous adjustments $63,397 partially offset by an adjustment to the actual insurance recovery received for the SSC Water Damage project $1,563,704.

Debt Service Fund budgeted ending fund balance increased by $41,331 due to a net increase in fair market value and interest on investments.

Trust & Agency Fund budgeted ending fund balance decreased by $7,669 due to Manatee Technical College Chapter 33 VA scholarship revenue recognition.

There were no other changes to the budgeted ending fund balances.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the budget amendments for April 2025 (No Financial Impact).

Financial Impact
The General Fund budgeted ending assigned/unassigned fund balance as of April 30, 2025 is 10.68%.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak, Budget Director

Attachments:
Budget Amendment Summary - April 2025
Budget Amendments Combined - April 2025

April 2025 Budget Amendment Summary
All Funds

Year	2025
Posting Period	10
Entry Type	(All)

Row Labels		Sum of YTD Current
1		**-$1,105,951**
3		
	10101 General Fund	$449,060
	10102 General Fund Grants	-$111,570
4		
	10101 General Fund	-$1,555,011
	10102 General Fund Grants	$111,570
2		**-$41,331**
3		
	29123 Lease Purchase Bond 2023	-$4
	29190 Lease Purchase Bond 2015	-$10
	29193 Lease Purchase Bond 2017	-$29
	29196 Lease Purchase Bond 2016	-$8
	29901 QSCB 2010	-$41,281
3		**-$6,969,158**
3		
	34043 PECO Construction MTC	$5,000,000
	37025 Local Capital Improvement 2425	$333,169
	39125 COPS Series 2025A	-$637,011
	39192 Sales Tax Proceeds	-$119,631
	39197 Impact Fees	-$26,424
4		
	34043 PECO Construction MTC	-$5,000,000
	37024 Local Capital Improvement 2324	$0
	37025 Local Capital Improvement 2425	-$3,564,045
	39123 COPS Series 2023A	-$2,955,542
	39125 COPS Series 2025A	$0
	39126 COPS SERIES 2026	$326
	39192 Sales Tax Proceeds	$0
	39197 Impact Fees	$0
	39198 Ed Facilities Security Grants	$0
4		**$0**
3		
	41001 Food Services	-$100
	42101 Federal Cash Advance	-$852,853
	42201 Federal Non Cash Advance	-$510,010
4		
	41001 Food Services	$100
	42101 Federal Cash Advance	$852,853
	42201 Federal Non Cash Advance	$510,010
8		**$7,669**
3		
	85001 Financial Aid Fee Trust	$644
	85002 Donations & Scholarship Fund	$216,851
4		
	85001 Financial Aid Fee Trust	-$644
	85002 Donations & Scholarship Fund	-$209,182
Grand Total		**-$8,108,771**

Capital Fund
April 2025 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(303,480,407)	(303,480,407)	-	0.00%	
3XX	Revenues	(227,729,880)	(223,512,946)	4,216,934	-1.85%	
3XX	Transfers In and Other Funding Sources	(157,064,178)	(156,731,009)	333,169	-0.21%	
74X	Facility Acquisition and Construction	490,451,708	479,004,747	(11,446,962)	-2.33%	
92X	Debt Service	2,991,233	2,918,934	(72,299)	-2.42%	
97X	Transfer Out	51,614,688	51,614,688	-	0.00%	
9XX	Budgeted Fund Balance	143,216,836	150,185,994	6,969,158	4.87%	1

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Roll forward Site Acquisition budget for purchase in 25/26	(3,650,000)
Haile MS Project Completion	(3,085,525)
Budget for Hurricane Milton Insurance Loss Revenue	(1,096,929)
Budget for April Interest on Investments - COPS Series 2025A	(637,011)
Milton Storm Damage Fencing CO #1 Closing Project	(189,752)
Budget for Insurance Loss Recovery SSC Water Damage	(133,607)
Budget for April Interest on Investments - Sales Tax Proceeds	(119,631)
Adjust budget-moved office lease to GF as does not fit Capital requirement	(72,000)
Budget for April Interest on Investments - Impact Fees	(26,424)
Adjust budget to actual Insurance Loss Recovery SSC Water Damage	1,563,704
Additional Budget needed for Milton Repairs	197,085
Haile MS Project closing adjustment	129,984
LIFEPAK Defibulators purchase	125,622
Increase approved for LWR Band Uniforms	25,000
Other misc adjustments	326
Total	(6,969,158)

Capital Fund
April 2025 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	34043	PECO Construction MTC	30000	Revenue	339101	Public Education Capital Outla		41160	MTC Aviation Maint School				Roll forward Est PECO MTC Avi School Grant	0000128004	5,000,000.00
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	30000	Revenue	374101	Insurance Loss Recovery		13746	Emerg Mngt - Milton				Budget for Hurricane Milton Ins Loss Revenue	0000128034	(1,096,928.78)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	30000	Revenue	374101	Insurance Loss Recovery		00000	Discretionary				Adjust budget to actual Insurance Loss Recovery SSC Water Damage	0000128038	1,563,704.48
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	39125	COPS Series 2025A	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for April Interest Revenue	0000128370	(637,011.05)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for April Interest Revenue	0000128370	(119,631.19)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	30000	Revenue	343101	Interest on Investments		00000	Discretionary				Budget for April Interest Revenue	0000128370	(26,423.66)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	30000	Revenue	374101	Insurance Loss Recovery		00000	Discretionary				Budget for Insurance Loss Recovery SSC Water Damage	0000129296	(133,606.67)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	74010	Facilities Acquisition an	464201	FF&E-Non Capitalized	0721	38754	TR Band Uniforms				Increase approved for LWR Band Uniforms	0000126419	25,000.00
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	74010	Facilities Acquisition an	464201	FF&E-Non Capitalized	9531	38911	S/S Safety Initiatives				LIFEPAK Defibulators - Stryker	0000127048	125,622.01
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	74010	Facilities Acquisition an	466001	Land	9515	30001	Capital Projects				Roll forward Site Acquisition budget for purchase in 25/26	0000127479	(3,650,000.00)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39126	COPS SERIES 2026	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539380	3000000300	Ad for AAA HS	0000127567	325.83
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	74010	Facilities Acquisition an	468201	Remodeling & Renovations-Nor	9512	13746	Emerg Mngt - Milton	SDMC3	3951213700	3951213746	Additional Budget needed for Milton Repairs	0000127812	197,084.78
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951575966	3000000200	Haile MS Project Completion	0000127834	(3,085,525.29)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	74010	Facilities Acquisition an	467201	Imp other than Build-Non Cap	9515	13746	Emerg Mngt - Milton	SDMC3	3951500010	3000000200	Milton Storm Damage Fencing CO #1 Closing Project	0000127889	(189,751.97)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	34043	PECO Construction MTC	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531160	3000000200	Roll Forward PECO MTC AVI Grant	0000128005	(5,000,000.00)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition an	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951575966	3000000200	Haile Closing ADJ	0000128357	129,983.56
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37025	Local Capital Improvement 2425	92010	Debt Service	471001	Redemption of Principal	9617	34058	Lease-Office Space LWR				Adjust budget-moved office lease to GF as does not fit Capital requirement	0000127706	(72,000.00)
1																		**Total**		**(6,969,157.95)**

Debt Service Fund
April 2025 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(13,864,339)	(13,864,339)	-	0.00%	
3XX	Revenues	(1,810,142)	(1,851,473)	(41,331)	2.28%	
3XX	Transfers In	(33,994,051)	(33,994,051)	-	0.00%	
92X	Debt Service	35,339,811	35,339,811	-	0.00%	
9XX	Budgeted Fund Balance	14,328,721	14,370,052	41,331	0.29%	

General Fund

April 2025 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	-112,741,820	-112,741,820	0	0.00%	
3XX	Revenues	-599,159,714	-598,822,224	337,490	-0.06%	
3XX	Transfers In and Other Funding Sources	-17,633,984	-17,633,984	0	0.00%	
5XX	Instructional	430,435,027	427,953,967	-2,481,060	-0.58%	
61X	Student Support Services	29,437,564	29,279,475	-158,089	-0.54%	
62X	Instructional Media Services	5,811,618	5,853,923	42,305	0.73%	
63X	Instruction and Curriculum Development	9,798,885	10,018,133	219,248	2.24%	
64X	Instructional Staff Training	2,449,547	2,412,800	-36,747	-1.50%	
65X	Instructional Technology	147	147	0	0.00%	
71X	Board	1,523,512	1,523,512	0	0.00%	
72X	General Admin Superintendent	4,456,393	4,526,393	70,000	1.57%	
73X	School Administration	39,215,514	39,324,988	109,474	0.28%	
74X	Facility Acquisition and Construction	11,951,580	11,952,968	1,388	0.01%	
75X	Fiscal Services	3,949,080	3,998,756	49,675	1.26%	
77X	Central Services	17,737,732	17,851,888	114,157	0.64%	
78X	Transportation	22,215,269	22,658,865	443,596	2.00%	
79X	Operation of Plant	52,750,760	52,792,026	41,266	0.08%	
81X	Maintenance of Plant	12,724,208	12,865,554	141,346	1.11%	
82X	Administrative Technology	11,143,592	11,143,592	0	0.00%	
91X	Community Services	7,860,758	7,860,758	0	0.00%	
92X	Debt Service	822,150	822,150	0	0.00%	
97X	Transfer Out	875,508	875,508	0	0.00%	
9XX	Budgeted Fund Balance	64,376,673	65,482,624	1,105,951	1.72%	

Health Insurance Fund
April 2025 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(13,363,719)	(13,363,719)	-	0.00%	
3XX	Revenues	(59,283,941)	(59,283,941)	-	0.00%	
3XX	Transfers In	-	-	-	n/a	
77X	Central Services	61,647,877	61,647,877	-	0.00%	
9XX	Budgeted Fund Balance	10,999,783	10,999,783	-	0.00%	

Workers Comp Fund
April 2025 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,991,038)	(1,991,038)	-	0.00%	
3XX	Revenues	(4,600,000)	(4,600,000)	-	0.00%	
77X	Central Services	4,205,435	4,205,435	-	0.00%	
9XX	Budgeted Fund Balance	2,385,603	2,385,603	-	0.00%	

Trust & Agency Fund
April 2025 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,247,081)	(1,247,081)	-	0.00%	
3XX	Revenues	(1,040,753)	(823,258)	217,495	-20.90%	**1**
5XX	Instructional	2,221,605	2,010,779	(210,826)	-9.49%	**2**
61X	Student Support Services	5,540	5,540	-	0.00%	
63X	Instruction and Curriculum Development	10,189	10,189	-	0.00%	
72X	General Admin Superintendent	15,964	16,964	1,000	6.26%	**3**
76X	Food Services	100	100	-	0.00%	
77X	Central Services	6,374	6,374	-	0.00%	
78X	Transportation	7,740	7,740	-	0.00%	
79X	Operation of Plant	1,653	1,653	-	0.00%	
91X	Community Services	11,000	11,000	-	0.00%	
9XX	Budgeted Fund Balance	7,669	0	(7,669)	-100.00%	4

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Adjust to MTC actual Tuition Fees revenue	224,098
Kiwanis Club of Bradenton, Inc. Donation	(1,000)
Other misc adjustments	(5,603)
Total	217,495

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
Adjust to MTC actual Tuition Fees revenue	(224,098)
MTC Chapter 33 VA revenue	7,669
Other misc adjustments	5,603
Total	(210,826)

Reference 3 - Comments for Functional Changes over 5%:	Budget Amendment
Kiwanis Club of Bradenton, Inc. Donation	1,000
Other misc adjustments	-
Total	1,000

Reference 4 - Comments for Functional Changes over 5%:	Budget Amendment
MTC Chapter 33 VA revenue	(7,669)
Other misc adjustments	-
Total	(7,669)

Trust & Agency Fund

April 2025 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	30000	Revenue	344001	Gifts, Grants and Bequests	9617	00000	Discretionary				Daily Receipts 4/21/25	0000127715	(1,000.00)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	30000	Revenue	319901	Miscellaneous Federal Direct		14296	Veteran's Assistance-MTC				Rev April	0000129292	(6,246.47)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	85001	Financial Aid Fee Trust	30000	Revenue	346801	Financial Aid Fees	0211	14649	MTC PostSec. Tuition Othr Fee				Rev April MTC & REF	0000129454	643.79
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	30000	Revenue	349501	Other Misc Local Sources	0211	14649	MTC PostSec. Tuition Othr Fee				Rev April MTC & REF	0000129454	224,097.62
1																		Total		217,494.94

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	53500	Instruction-Career&Tec	451001	Supplies	0211	14296	Veteran's Assistance-MTC				KK Offset Rev Mar 25	0000127737	7,668.77
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	53500	Instruction-Career&Tec	451001	Supplies	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Offset April	0000129289	6,246.47
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85001	Financial Aid Fee Trust	53500	Instruction-Career&Tec	479001	Miscellaneous Expense	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Offset April MTC & REF	0000129456	(643.79)
2	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	53500	Instruction-Career&Tec	479001	Miscellaneous Expense	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Offset April MTC & REF	0000129456	(224,097.62)
2																		Total		(210,826.17)

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	72010	General Administration	439001	Other Purchased Services	9617	00000	Discretionary				Daily Receipts 4/21/25	0000127716	1,000.00
3																		Total		1,000.00

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	10	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	30000	Revenue	344001	Gifts, Grants and Bequests	9617	00000	Discretionary				Daily Receipts 4/21/25	0000127715	(1,000.00)
4	10	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	30000	Revenue	319901	Miscellaneous Federal Direct		14296	Veteran's Assistance-MTC				Rev April	0000129292	(6,246.47)
4	10	KK_REV_BUD	SDMC1	Adjustment	Posted	85001	Financial Aid Fee Trust	30000	Revenue	346801	Financial Aid Fees	0211	14649	MTC PostSec. Tuition Othr Fee				Rev April MTC & REF	0000129454	643.79
4	10	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	30000	Revenue	349501	Other Misc Local Sources	0211	14649	MTC PostSec. Tuition Othr Fee				Rev April MTC & REF	0000129454	224,097.62
4	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	53500	Instruction-Career&Tec	451001	Supplies	0211	14296	Veteran's Assistance-MTC				KK Offset Rev Mar 25	0000127737	7,668.77
4	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	53500	Instruction-Career&Tec	451001	Supplies	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Offset April	0000129289	6,246.47
4	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85001	Financial Aid Fee Trust	53500	Instruction-Career&Tec	479001	Miscellaneous Expense	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Offset April MTC & REF	0000129456	(643.79)
4	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	53500	Instruction-Career&Tec	479001	Miscellaneous Expense	0211	14649	MTC PostSec. Tuition Othr Fee				Rev Offset April MTC & REF	0000129456	(224,097.62)
4	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	72010	General Administration	439001	Other Purchased Services	9617	00000	Discretionary				Daily Receipts 4/21/25	0000127716	1,000.00
4																		Total		7,668.77

Special Revenue Fund
April 2025 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	-	-	-	n/a	
3XX	Revenues	(48,134,018)	(49,496,882)	(1,362,864)	2.83%	
3XX	Transfers In and Other Funding Sources	-	-	-	n/a	
5XX	Instructional	24,744,310	25,952,422	1,208,112	4.88%	
61X	Student Support Services	3,550,232	3,613,082	62,850	1.77%	
62X	Instructional Media Services			-	n/a	
63X	Instruction and Curriculum Development	12,347,687	12,087,337	(260,350)	-2.11%	
64X	Instructional Staff Training	5,108,584	5,326,802	218,218	4.27%	
65X	Instructional Technology	23,468	23,468	-	0.00%	
71X	Board			-	n/a	
72X	General Admin Superintendent	1,703,885	1,731,199	27,314	1.60%	
73X	School Administration	414,459	428,324	13,865	3.35%	
74X	Facility Acquisition and Construction			-	n/a	
75X	Fiscal Services	(93,077)	(88,892)	4,185	-4.50%	
76X	Food Services	(3,716)	(3,716)	-	0.00%	
77X	Central Services	(9,196)	(9,196)	-	0.00%	
78X	Transportation	261,742	350,412	88,670	33.88%	**1**
79X	Operation of Plant	78,063	78,063	-	0.00%	
81X	Maintenance of Plant			-	n/a	
82X	Administrative Technology	(1,578)	(1,578)	-	0.00%	
91X	Community Services	9,155	9,155	-	0.00%	
97X	Transfer Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	-	-	-	n/a	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Title IV Amendment 1 Roll Forward Budget Upload	53,247
Title I Part A Amendment 2 Budget Upload for Roll Forward and Additional Allocation	25,000
Title III ESOL Budget Upload for Amendment 1 Roll Forward and Additional Allocation	23,000
UniSIG Amendment 1 Budget Transfer to Align with Award Letter	7,500
Perkins Grant conferences and trips	(24,226)
Other misc adjustments	4,149
Total	88,670

-

Special Revenue Fund
April 2025 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0072	15001	Grants Program	SDMC4	4932304245	5300000000	Bayshore HS Cyberthon, to and from trip to Orlando 4/3	0000126251	1,605.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Bayshore HS Cyberthon, to and from trip to Orlando 4/3	0000126251	(1,605.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Bayshore HS Cyberthon, to and from trip to Orlando 4/3	0000126252	(1,605.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Bayshore HS Cyberthon, to and from trip to Orlando 4/3 (reverse)	0000126253	1,605.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Bayshore HS Cyberthon, to and from trip to Orlando 4/3 (reverse)	0000126254	(1,605.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0072	15001	Grants Program	SDMC4	4932304245	5300000000	Bayshore HS Cyberthon, to and from trip to Orlando 4/3 (reverse)	0000126255	(1,605.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Bayshore HS Cyberthon, to and from trip to Orlando 4/3 (reverse)	0000126255	1,605.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	4/2 trip - King and Nolan to Orlando for HOSA conference. Only trip to Orlando.	0000126256	(1,062.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	4/2 trip - King and Nolan to Orlando for HOSA conference. Only trip to Orlando.	0000126257	1,062.50
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	4/2 trip - King and Nolan to Orlando for HOSA conference. Only trip to Orlando.	0000126258	(1,062.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	HOSA conference to Orlando trip on 4/3. PCHS, LRHS, Lincoln MS	0000126266	(1,045.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	HOSA Conference 4/3, Thursday bus going to Orlando from MHS and PHS	0000126267	(772.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	HOSA Conference 4/3, Thursday bus going to Orlando from MHS and PHS (remaining)	0000126268	(22.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Sugg MS to Orlando for FCCLA Conference on 4/4	0000126269	(825.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	FCCLA State Travel to Orlando on 4/4. LRHS.	0000126345	(847.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	FCCLA State Conf 4/4 BRMS TO ORL	0000126347	(926.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	HOSA State Conference From ORL on 4/5; Lincoln MS, King MS, Nolan MS	0000126349	(1,079.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	HOSA State Conf Return from ORL 4/6 MHS PHS	0000126351	(795.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	4/6 HOSA State Conference RETURN from ORL, LRHS and PCHS	0000126365	(994.38)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	All Return Trips from FCCLA on 4/7 from ORL	0000126368	(1,819.38)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	BCMS - Enterprise, March 2025	0000126371	(584.95)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	BRHS March Enterprise	0000126372	(911.71)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Enterprise Rentals for March - PCHS	0000126418	(1,266.35)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Misc Enterprise Rentals for March - Sugg MS, BRMS, Haile MS, PCHS (DECA)	0000126424	(927.40)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Sara Gaines - Enterprise March	0000126429	258.73
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Unposted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Sara Gaines - Enterprise March	0000126429	(258.73)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0281	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment #2 Transfer for School Amendments	0000126605	1,200.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0301	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment #2 Transfer for School Amendments	0000126605	5,310.75
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0411	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment #2 Transfer for School Amendments	0000126605	(2,000.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0521	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment #2 Transfer for School Amendments	0000126605	(1,500.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0281	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment #2 Transfer for School Amendments	0000126605	(1,200.00)

Special Revenue Fund
April 2025 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0411	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment #2 Transfer for School Amendments	0000126605	(2,000.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0521	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment #2 Transfer for School Amendments	0000126605	2,000.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	0541	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment #2 Transfer for School Amendments	0000126605	2,076.05
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479001	Miscellaneous Expense	9305	15001	Grants Program	SDMC4	4930504095	7800000000	4095 Title IX Transfer for Amendment #1	0000126617	500.00
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	479001	Miscellaneous Expense	9305	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A Amendment 2 Budget Upload for Roll Forward and Additional Allocation	0000126678	25,000.00
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504055	7800000000	4055 Title III ESOL Budget Upload for Amendment 1 Roll Forward and Additional Allocation	0000126772	23,000.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Adding funds to cover for PO 138342	0000126986	(177.50)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Ag in Palmetto Tour 4/11 - Lincoln MS and Palmetto HS	0000126990	(1,985.31)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Transfer for DECA Hollywood studios field trip.	0000127097	(3,000.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Budget Increase - King/Nolan HOSA	0000127256	(214.90)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479001	Miscellaneous Expense	9305	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A CC 9305 Transfer to Correct Transportation Object Code for District Buses	0000127279	(25,000.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504325	7800000000	4325 Title I Part A CC 9305 Transfer to Correct Transportation Object Code for District Buses	0000127279	25,000.00
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	411201	Other SAMP Regular Pay	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	201.23
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	52,940.22
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	7,243.18
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	422001	FICA	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	4,065.32
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	(8,818.15)
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	0.47
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	797.13
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	433004	Out of County Travel-Field Trp	9305	15001	Grants Program	SDMC4	4930504115	5102000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	238.00
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	9,000.00
1	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504115	7800000000	4115 Title IV Amendment 1 Roll Forward Budget Upload	0000127383	(12,420.30)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Sara Gaines - Enterprise March	0000127438	136.84
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	433004	Out of County Travel-Field Trp	9305	15001	Grants Program	SDMC4	4930504115	5102000000	4115 Title IV Transfer to Correct Field Trip Function Code to Align with Amendment 1	0000127451	(238.00)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Sara Gaines - Enterprise March Reversing	0000127570	(136.84)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	BCMS - Rentals through 4/24	0000127818	(788.71)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	PCHS - Rentals through 4/24	0000127828	(301.01)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	BRMS - April Rentals	0000127829	(248.56)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Enterprise April Transfer for Haile, Nolan, BRHS, and Sugg	0000127887	(913.98)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	Enterprise Rentals for PCHS and BCMS post 4/24	0000127894	(590.28)
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	0072	15001	Grants Program	SDMC4	4930504385	7800000000	4385 UniSIG Amendment 1 Budget Transfer to Align with Award Letter	0000127988	7,500.00
1	10	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	42101	Federal Cash Advance	78010	Student Transportation	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304245	7800000000	College tour for just Heavner and Krueger from BRHS	0000127992	(519.81)
1																		Total		88,670.17

Food Service Fund
April 2025 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,588,545)	(12,588,545)	-	0.00%	
3XX	Revenues	(36,036,640)	(36,036,640)	-	0.00%	
3XX	Other Funding Source	(1,040)	(1,140)	(100)	9.62%	**1**
76X	Food Services	38,388,948	38,389,048	100	0.00%	
97xx	Transfers Out	13,346	13,346	-	0.00%	
9XX	Budgeted Fund Balance	10,223,931	10,223,931	0	0.00%	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Other misc adjustments	(100)
Total	(100)

Food Service Fund
April 2025 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	41001	Food Services	30000	Revenue	374201	Other Loss Recovery	9516	00000	Discretionary				Daily Receipts 4/4/25	0000126521	(50.00)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	41001	Food Services	30000	Revenue	374201	Other Loss Recovery	9516	00000	Discretionary				Daily Receipts 4/29/25	0000127958	(50.00)
1																		Total		(100.00)

AGENDA ITEM NO. 13.4

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Revision of the Job Descriptions of Program Specialist District Support to Coordinator, Virtual Education Programs (General Fund) - updated 6/5/2025

Executive Summary
The revisions to the Program Specialist District Support job description include a new tile Coordinator, Virtual Education Programs along with changes to the job goal, qualifications, knowledge skills, abilities, and performance responsibilities. The revisions were needed due to the position's focus on the district's virtual education programs.

This request for approval aligns with the District's Strategic Plan Goal 3: Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders.

The Superintendent recommends approval of the revised job description of Program Specialist District Support to Coordinator, Virtual Education Programs.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
Motion and approval of the revised job description of Program Specialist District Support to Coordinator, Virtual Education Programs.

Financial Impact
The financial impact associated with the revision is $3,200 due to change in the degree requirement for the position.

Contact
Submitting Department: Human Resources
Initiated By: Dr. Christina Britton

Attachments:
63101 Coordinator Virtual Education Programs STS001- Redlined - updated 6/5/2025
63101 Coordinator Virtual Education Programs STS001-Clean-updated 6/5/2025

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ~~SPECIALIST~~COORDINATOR, ~~PROGRAM - DISTRICT SUPPORT~~VIRTUAL EDUCATION PROGRAMS
State Title: Program Specialist
JOB DESCRIPTION

JOB GOAL:
~~To develop a sound, cohesive relationship between School District and Charter Schools through on-going monitoring and dissemination of information in order to promote student success.~~
To support Manatee Virtual School (MVS) students and operations including full and part time programs. To ensure continuous measurable improvement in student performance and achievement. To provide managerial leadership in areas such as instruction, professional development, personnel, curriculum, budget, purchasing, public relations, plant operations, student data, parent and guardian relations, and digital resources that will support high expectations in student performance for all students.

QUALIFICATIONS:
1. Master's Degree from an accredited educational institution, preferred.
2. Minimum of ~~five (5~~three (3) years successful teaching experience.
3. Valid Florida Teaching Certificate.
4. Certification in Educational Leadership, preferred.
~~4.~~5. Prior experience in monitoring or oversight of ~~Charter Schools~~virtual schools, preferred.
~~5.~~6. Prior school administrative ~~and grant writing~~ experience, preferred.

KNOWLEDGE, SKILLS AND ABILITIES:
~~Knowledge of current trends, research and best practices related to assignment. Knowledge of statutes, rules, regulations and policies as they relate to charter. Knowledge and understanding of FEFP funding and budget process. Ability to communicate effectively both orally and in writing. Ability to make presentations to a variety of audiences. Ability to use basic computer hardware and software related to assigned responsibilities. Ability to establish and maintain effective working relationships with other employees, general public, government agencies, as well as charter school personnel.~~
Knowledge of and ability to use Excel and Access databases. Knowledge of Florida Virtual School student database and curricular delivery. Ability to communicate effectively both orally and in writing. Ability to communicate effectively with district principals and staff regarding Virtual Programs and options at their schools. Ability to encourage parent involvement through individual and group meetings for the purpose of providing a better understanding of the virtual education options offered by the Manatee County School District. Ability to access, calculate and analyze statistical data. Ability to use program evaluation data and analysis for decision making and to determine future needs including school improvement plans. Ability to monitor compliance with program and contract FTE and state laws, regulations and State Board of Education Rules as they pertain to Virtual Education options. Ability to work closely with school-based personnel who are involved with Virtual Education coursework. Ability to evaluate the effectiveness and efficiency of the District Virtual Education programs. Ability to provide data concerning virtual education offerings and coursework, as well as meaningful analysis of those statistics.

REPORTS TO:
Assigned Principal or Executive Director~~, District Support~~

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
~~1. Negotiate initial~~Design, develop and ~~renewal contracts with Charter Schools.~~
~~2. Coordinate Charter School development, including ongoing monitoring and adherence~~implement virtual programs to ~~state and local policies.~~
~~3.~~1. ~~Serve in~~meet the ~~capacity~~needs of ~~District liaison for Charter Schools~~students and schools.
~~4. Chair~~Assist with the ~~Charter School Review Panel.~~
~~5. As necessary~~recruitment and hiring qualified part-time and ~~appropriate, provide~~ full-time virtual teachers

and support~~, assistance, and information to charter Schools.~~

~~6.~~2. ~~Update Technical Assistance document~~ staff, as ~~needed~~necessary.

~~7. Keep up-to-date on legislative changes and guidelines for Charter Schools.~~

~~8. Participate in FTE review process, as necessary and appropriate.~~

3. Facilitate the development, training and mentoring of the virtual instructional and support staff.
4. Provide ongoing contracted provider and district training for existing virtual teachers to review the latest research, curriculum methods, evaluation instruments, and virtual classroom procedures.
5. Coordinate with the district information technology division with technology functions and needs, provide for digital learning and communication resources, and facilitate training on new technology and curriculum.
6. Assign student requests for virtual coursework to the appropriate teacher in a timely manner.
7. Stay current and review Florida Virtual School (FLVS) virtual program policies and state laws.
8. Assist in the development, submission and review of budgets that address annual department and site-based operational needs.
9. Work closely with student accounting, student services, ESE, career and technical education, and school-based personnel relative to virtual education programs.
10. Evaluate the effectiveness and efficiency of the District's full and part time virtual programs.
11. Coordinate data concerning virtual education requests, student performance, activations, graduation requirements and student completions as required.
12. Assist in the implementation of "blended" learning labs and student outreach at implementing schools.
13. Monitor and update the virtual website and informational materials for marketing.
14. Attend key events to market and inform the public on Manatee and Florida virtual programs.
15. Serve as a liaison between the Florida Department of Education (FLDOE) and current future / contracted virtual providers.

~~9.~~ Assist in the development of District policies and procedures related to ~~Charter schools.~~

~~10.~~16. ~~Serve as resource to community for Charter School~~virtual school and distribute information to schools, district, families and community.

17. Represent the district in a positive and professional manner.

~~11. Provide School Improvement technical and assistance to Charter Schools as appropriate or requested.~~

~~12. Keep supervisor informed of potential problems or unusual events.~~

~~13.~~18. Serve on district, state or community councils or committees as assigned or appropriate.

~~14.~~1. ~~Represent the district in a positive and professional manner.~~

19. Develop positive school and community relations with all stakeholder groups.
20. Keep supervisor informed ~~and disseminate information about current research, trends and best practices in areas~~ of ~~responsibility~~potential problems or unusual events.

~~15.~~21. Respond to inquiries or concerns in a timely manner.

~~16.~~22. Attend training sessions, conferences and workshops to keep abreast of current practices, programs and legal issues.

~~17.~~23. ~~Supervise~~Assist in the supervision of assigned MVS personnel~~, conduct annual performance appraisals and make recommendations for appropriate employment actions~~.

~~18.~~24. Prepare or oversee the preparation of all required district and state reports and maintain all appropriate records.

~~19. Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.~~

~~20.~~25. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:

~~Light~~Medium Work: ~~-~~Exerting up to ~~20~~50 pounds of force occasionally, and/or up to 20 pounds of force and/or up to 10 pounds of force ~~as frequently~~ as needed to move objects.

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of

personnel.

Board approved:

Revised:
07/08/2002
05/21/2007
01/27/2015
06/12/2018
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: D10
SHORT TITLE: STS001~~, STS147 (11 Month)~~
STATE JOB CODE: 63101

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: COORDINATOR, VIRTUAL EDUCATION PROGRAMS
State Title: Program Specialist
JOB DESCRIPTION

JOB GOAL:
To support Manatee Virtual School (MVS) students and operations including full and part time programs. To ensure continuous measurable improvement in student performance and achievement. To provide managerial leadership in areas such as instruction, professional development, personnel, curriculum, budget, purchasing, public relations, plant operations, student data, parent and guardian relations, and digital resources that will support high expectations in student performance for all students.

QUALIFICATIONS:
1. Master's Degree from an accredited educational institution, preferred.
2. Minimum of three (3) years successful teaching experience.
3. Valid Florida Teaching Certificate.
4. Certification in Educational Leadership, preferred.
5. Prior experience in monitoring or oversight of virtual schools, preferred.
6. Prior school administrative experience, preferred.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of and ability to use Excel and Access databases. Knowledge of Florida Virtual School student database and curricular delivery. Ability to communicate effectively both orally and in writing. Ability to communicate effectively with district principals and staff regarding Virtual Programs and options at their schools. Ability to encourage parent involvement through individual and group meetings for the purpose of providing a better understanding of the virtual education options offered by the Manatee County School District. Ability to access, calculate and analyze statistical data. Ability to use program evaluation data and analysis for decision making and to determine future needs including school improvement plans. Ability to monitor compliance with program and contract FTE and state laws, regulations and State Board of Education Rules as they pertain to Virtual Education options. Ability to work closely with school-based personnel who are involved with Virtual Education coursework. Ability to evaluate the effectiveness and efficiency of the District Virtual Education programs. Ability to provide data concerning virtual education offerings and coursework, as well as meaningful analysis of those statistics.

REPORTS TO:
Assigned Principal or Executive Director

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Design, develop and implement virtual programs to meet the needs of students and schools.
2. Assist with the recruitment and hiring qualified part-time and full-time virtual teachers and support staff, as necessary.
3. Facilitate the development, training and mentoring of the virtual instructional and support staff.
4. Provide ongoing contracted provider and district training for existing virtual teachers to review the latest research, curriculum methods, evaluation instruments, and virtual classroom procedures.
5. Coordinate with the district information technology division with technology functions and needs, provide for digital learning and communication resources, and facilitate training on new technology and curriculum.
6. Assign student requests for virtual coursework to the appropriate teacher in a timely manner.
7. Stay current and review Florida Virtual School (FLVS) virtual program policies and state laws.
8. Assist in the development, submission and review of budgets that address annual department and site-based operational needs.
9. Work closely with student accounting, student services, ESE, career and technical education, and school-based personnel relative to virtual education programs.
10. Evaluate the effectiveness and efficiency of the District's full and part time virtual programs.
11. Coordinate data concerning virtual education requests, student performance, activations, graduation

requirements and student completions as required.
12. Assist in the implementation of "blended" learning labs and student outreach at implementing schools.
13. Monitor and update the virtual website and informational materials for marketing.
14. Attend key events to market and inform the public on Manatee and Florida virtual programs.
15. Serve as a liaison between the Florida Department of Education (FLDOE) and current future / contracted virtual providers.
16. Assist in the development of District policies and procedures related to virtual school and distribute information to schools, district, families and community.
17. Represent the district in a positive and professional manner.
18. Serve on district, state or community councils or committees as assigned or appropriate.
19. Develop positive school and community relations with all stakeholder groups.
20. Keep supervisor informed of potential problems or unusual events.
21. Respond to inquiries or concerns in a timely manner.
22. Attend training sessions, conferences and workshops to keep abreast of current practices, programs and legal issues.
23. Assist in the supervision of assigned MVS personnel.
24. Prepare or oversee the preparation of all required district and state reports and maintain all appropriate records.
25. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force and/or up to 10 pounds of force as needed to move objects.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:

Revised:
07/08/2002
05/21/2007
01/27/2015
06/12/2018
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: D10
SHORT TITLE: STS001
STATE JOB CODE: 63101

AGENDA ITEM NO. 13.5

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of New Job Description and Position of Coordinator, Budget (General Fund)

Executive Summary

The Coordinator, Budget will replace the Sr. Budget Analyst role and support succession planning for the Budget Director. This position will focus on understanding state statutes and legislative changes, developing a formal five-year budget forecast, ensuring school staff receive proper training, investigating payroll errors, backing up the Allocations Administrator, and creating a monthly vacancies tracker to assess budget impacts.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the new job description and position of Coordinator, Budget. (General Fund)

Financial Impact

The salary range for the position is from $64,259 to $118,624, plus benefits and is included in the budget for 2025-2026 school year. **(General Fund)**

Contact
Submitting Department: Human Resources
Initiated by: Christina Britton

Attachments:
75018 Coordinator, Budget - New

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: COORDINATOR, BUDGET
State Title: Supervisor/Coordinator Budgeting
JOB DESCRIPTION

JOB GOAL:
To assist in the directing, planning and organizing of the Budgetary Process for the District and perform such duties as to ensure proper budget development, control, analysis and review of revenues and expenditures. To ensure accounting data is timely and adequately recorded; and financial information is properly reported.

QUALIFICATIONS:
1. Bachelor's Degree from an accredited college or university in finance, accounting, or business administration is required.
2. Six (6) years progressively responsible professional business experience in finance, accounting, budgeting, or business administration.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of generally accepted accounting principles, thorough knowledge of Federal and Florida Law and State Board of Education Rules pertaining to school financial systems, and knowledge of administrative computer applications as related to departmental job functions. Knowledge of an ERP system with the ability to investigate accounting entries. Ability to prepare complex, intricate, financial reports and budgets. Ability to communicate effectively and clearly, both orally and in writing. Ability to organize and prioritize. Ability to work independently. Strong analytical skills. Ability to meet deadlines with time constraints. Ability to exercise independent judgment to make decisions. Ability to effectively present information and respond to questions from groups and employees. High degree of mathematical ability required for understanding of school funding formulas, state tax laws and school budgeting processes.

REPORTS TO:
Director of Budget

SUPERVISES:
Staff as assigned

PERFORMANCE RESPONSIBILITIES:
1. Analyze and monitor Florida Education Finance Program proposed and actual calculations and other state legislative revenue proposals.
2. Establish and coordinate timeline for budget preparation, budget amendments, and FTE reports.
3. Plan, organize, and coordinate preparation of the District's Tentative, and Final budget documents, review and oversight of the TRIM ad, and submission of the applicable local and state budget documents as required by law.
4. Monitor and report the status of the district's revenue and expenditures.
5. Provide a process for allocating district resources to schools to carry out their basic function and mission.
6. Assists in the preparation of budgets for Schools/Departments based on actual performance, historical budget data, estimated revenue, expense reports and other factors.
7. Evaluate budget requests based on justification, financial priorities, and historical data and provide recommendations to senior staff.
8. Perform monthly reviews of District's categorical spending. Make recommendations based on statute interpretation of how these categorical funds can be spent.
9. Review all board agenda items for financial impacts.
10. Coordinate with Allocations Administrator and Position Control to closely monitor department and school staffing requests and ensure proper budgeting.
11. Understand the district school staffing allocation methodology and the effect on the budget and class size requirements.
12. Coordinate with Payroll to ensure proper use of Combo Codes when making program payments.
13. Attend Principal Meetings when the Budget Director is absent, and Office Professional Meetings.

14. Evaluate the effect of student FTE projections on revenue and appropriations.
15. Review changes in charter schools' FTE based on each survey and evaluate the budget effect.
16. Develop monthly or quarterly budget reports for schools and departments.
17. Track vacant positions monthly to determine the effect on the budget.
18. Maintain oversight of Food Service, Internal Service, and Trust and Agency Funds by monitoring revenue and expenditures.
19. Assist in the preparation and updating of budget guidelines for the district annually.
20. Provide oversight of the budget section for charter school applications.
21. Assist in the interpretation of District policies, state and federal laws and financial regulations to keep staff informed.
22. Assist in planning and implementing the district's goals and strategic commitments.
23. Assist in the development of a 5-year forecast of revenues and expenditures.
24. Act on behalf of the Director of Budget in their absence as the main point of contact for the Deputy Superintendents and department heads.
25. Attend training sessions, conferences, and workshops to keep updated on current practices, programs and legislative changes.
26. Set high standards and expectations and promote professional growth for self and others.
27. Supervise assigned personnel, assist with annual performance appraisals and make recommendations for appropriate employment actions.
28. Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
29. Complete state required reporting, including the teacher salary increase allocation and FTE add-in programs.
30. Act as back-up to the Allocations Administrator and for updating of HCM department budget table to include appropriate program chart string.
31. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects. Traveling in personal car from school to school on an itinerant schedule.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: D11
SHORT TITLE: TBD
STATE JOB CODE: 75018

AGENDA ITEM NO. 13.6

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of New Job Description and Position of Accountant, Charter Schools (General Fund)

Executive Summary

Charter schools have seen a 30% increase over the past five years. Applications for charter schools can be submitted year-round and have also risen in number recently. Internal accounts can no longer sustain this growth due to reduced staffing and the planned opening of new schools. The position of Accountant, Charter Schools will provide necessary oversight of charter school financials.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the new job description and position of Accountant, Charter Schools. (General Fund)

Financial Impact

The salary range for the position is from $48,813 to $91,101, plus benefits and is included in the budget for 2025-2026 school year. **(General Fund)**

Contact
Submitting Department: Human Resources
Initiated by: Christina Britton

Attachments:
75031 Accountant, Charter Schools - New

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ACCOUNTANT, CHARTER SCHOOLS
State Title: Accountant
JOB DESCRIPTION

JOB GOAL:
To ensure that charter school financial records, payments, procedures and reports are completed in a timely and accurate manner in the assigned functional area.

QUALIFICATIONS:
1. Bachelor's degree in accounting from an accredited educational institution.
2. Minimum of three (3) years of successful experience in governmental accounting.
3. Comparable amount of education, training and/or experience may be substituted for the minimum qualifications.
4. Such alternatives to the above qualifications as the Board and Superintendent may find appropriate.

KNOWLEDGE, SKILLS AND ABILITIES:
Ability to gather technical and contract related information to evaluate charter school applications and reports as required by s. 1002.33 F.S. Ability to use databases and other procedures for collecting, tracking and monitoring charter school compliance requirements. Ability to understand and apply state statues, rules and district policies as they relate to charter schools. Thorough knowledge of general accounting principles. Knowledge of and skill in spreadsheets and mainframe applications. Knowledge of the school district. Ability to communicate effectively and clearly, both orally and in writing. Ability to organize and prioritize. Ability to interact effectively with District and school personnel. Ability to work independently. Strong analytical skills.
Ability to meet deadlines with time constraints.

REPORTS TO:
Assigned Administrator

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES~~:~~

1. Perform all charter school support activities to ensure the district is in full compliance with applicable regulations, district policies and department procedures relating to charter school programs and operations for current charter schools.
2. Complete weekly, monthly and annual reports in a timely and accurate manner and maintain appropriate records.
3. Review charter school applications for technical errors and omissions.
4. Submit school board agenda items for charter school monthly financials
5. Reconcile expenditures with budgets.
6. Ensure that established internal controls are properly followed.
7. Reconcile such documents as bank statements, purchase orders and invoices.
8. Examine purchase orders for proper cost-accounting codes and approvals.
9. Set up special project budgets.
10. Monitor project expenditures for accuracy and compliance.
11. Examine reimbursements from state/federal grant providers.
12. Provide input on cash flow requirements for assigned functional area.
13. Assist in developing and implementing new/revised accounting and reporting procedures in assigned functional area.
14. Keep abreast of such requirements as labor contracts, accounting standards, audit findings, budget changes, and federal and state reporting standards.
15. Keep supervisor informed of activities in area of assignment.
16. Ensure adherence to good safety standards.
17. Maintain confidentiality regarding school/workplace matters.

18. Model and maintain high ethical standards.
19. Represent the district in a positive and professional manner.
20. Demonstrate initiative in the performance of assigned responsibilities.
21. Respond to inquiries and concerns in a timely manner.
22. Communicate effectively with students, parents, staff, administrators and vendors.
23. Follow federal and state laws as well as School Board policies, rules and regulations.
24. Demonstrate support for the school district and its goals and objectives.
25. Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
26. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
TBD

SALARY SCHEDULE:
SAMP PAY GRADE: D06
SHORT TITLE: TBD
STATE JOB CODE: 75031

AGENDA ITEM NO. 14.1

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Acceptance of the Resignation of Audit Committee Members (No Financial Impact)

Executive Summary
Mr. Bernard Wagner submitted his notification of resignation effective as of July 1, 2025.

Mrs. Mary Foreman submitted her notification of resignation effective as of May 27, 2025.

Both resignations are attached for review.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
Accept the resignation of Citizen Financial Oversight Committee Members (No Financial Impact).

Financial Impact
No Financial Impact

Contact
Submitting Department: School Board

Attachments:
Bernard Wagner Audit Committee Resignation
Mary Foreman Resignation

Bernard A. Wagner
Certified Public Accountant
22344 Panther Loop
Bradenton, FL 34202
(941) 350-6957
swagner@srqfla.net

January 8, 2025

James Daniel
Chair
School District of Manatee County Audit Committee
15 Manatee Ave. W
Bradenton, FL 34205

Dear Jim,

I am writing to inform you that I intend to resign from my position as a member of the Audit Committee effective June 30, 2025. I appreciate the opportunity to have served on the committee and will remain committed until the effective date of my resignation.

Sincerely,

Bernard A. Wagner

From: Mary Foreman <MForeman@bradentoncpa.com>
Sent: Tuesday, May 27, 2025 12:17 AM
To: Choate, Wesley (Chad) <ChoateW2@manateeschools.net>; Chapman, Kevin <Chapman3K@manateeschools.net>
Cc: Dahlquist, Theresa <DahlquistT@manateeschools.net>; Jim Daniel <jdcpa1@gmail.com>
Subject: Audit Committee

mforeman@bradentoncpa.com appears similar to someone who previously sent you email, but may not be that person. Learn why this could be a risk

***** **WARNING: This email was sent from a source outside of the School District of Manatee County!!**

This is to notify you of my resignation from the Audit Committee effective May 27,2025

Mary K. Foreman

"Florida has a very broad Public Records Law. Virtually all written communications to or from School District Personnel are public records available to the public and media upon request. E-mail sent or received on the School District system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law."

AGENDA ITEM NO. 14.2

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Approval of the Re-appointment of Audit Committee Member James Daniel (No Financial Impact)

Executive Summary
Mr. James Daniel has been a member of the Audit Committee since 2022 and has agreed to another three year term. This continued appointment will be effective immediately with a term expiration of June 30, 2028, in accordance with the Audit Committee Charter.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
School Board recommends continued appointment of James Daniel to the Audit Committee.

Financial Impact
There is no financial impact.

Contact
Submitting Department: School Board
Initiated by: Audit Committee

AGENDA ITEM NO. 14.3

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Discussion and Vote - Selection for Florida School Board Association (FSBA) Advocacy Committee Representative and Alternate (No Financial Impact)

Executive Summary
Each year Florida School Board Association requires each District to submit a Primary and Alternate for selection for FSBA Advocacy Committee Representative.
The term for this committee runs annually July 1-June 30.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
School Board recommends a primary and alternate for the FSBA Advocacy Committee for the term of July 1, 2025-June 30, 2026.

Financial Impact
No Financial Impact

Contact
Initiating Department: School Board

AGENDA ITEM NO. 14.4

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Discussion and Possible Appointment of Value Adjustment Board Members (No Financial Impact)

Executive Summary
Board Member Spray requests a discussion related to the School Board's appointments to the Value Adjustment Board. Based on the discussion the Board may move to appoint or reappoint representative(s).

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
School Board may move to recommend representative(s) to the Value Adjustment Board.

Financial Impact
There is no Financial Impact.

Contact
Submitting Departing: School Board

AGENDA ITEM NO. 14.5

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Ratification of signed Contract Amendment Between Dr. Jason Wysong and School Board of Manatee County

Executive Summary
Attached is Amendment to Superintendents employment contract dated May 20, 2025 for reference. This contract has been attached for reference.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
School Board recommends the ratification of the amendment to Superintendent's employment contract.

Financial Impact
This will be funded by the General Fund.

Contact
Submitting Department: School Board

Attachments:
Termination Without Cause - agreement final - signed

AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

This **AMENDMENT,** executed in duplicate original effective the 20 day of May 2025, is made and entered into by and between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA**, 215 Manatee Avenue West, Bradenton, Florida, 34205, (hereinafter referred to as the "Board"), and **Jason C. Wysong** (hereinafter referred to as "Wysong").

WITNESSETH:

WHEREAS, the parties entered into a Superintendent's Employment Contract with effective date being the 13th day of June, 2023 (the "Contract"); and

WHEREAS, the Board terminated the Contract Without Cause per section 8.1 thereof on May 20, 2025; and

WHEREAS, the parties wish to herewith set forth their mutual agreements of the terms and conditions of the termination of the Superintendent's Contract and to amend the Contract in accordance therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter as agreed by and between the parties hereto as follows:

1. Final Date of Employment. The parties agree that Wysong's final day of employment with District is August 18, 2025 or the date Superintendent starts new employment if that date is sooner.

2. New Temporary Position. (May 20, 2025 -August 18, 2025) The parties agree that Wysong will no longer be employed as the Superintendent of the District but instead shall serve as an administrative transitional consultant to the appointed, interim, acting, or a new Superintendent (the "Superintendent") to assist the Superintendent and to conduct other tasks and work requested by the Superintendent until the final day of employment August 18, 2025, (the " Temporary Position Period"). Wysong may work remotely during the Temporary Position Period but must be available to meet in person if requested by the

Superintendent with reasonable notice. Wysong shall continue to receive the same compensation that he received under the Contract during the Temporary Position Period except as modified herein. Wysong will no longer be entitled to the expense account set forth in Section 6.6 of the Contract. The Other Benefits contained in section 7 of the Contract are terminated.

3. Severance Pay. Wysong shall be entitled to receive a severance payment for the remainder of the original Contract term, to be calculated upon the annual compensation in effect at the time of termination, not to exceed the limitation in Section 215.425, Florida Statutes (2024), which is a maximum of 20 weeks. Payment shall be made upon return of all School Board property in Superintendent's possession after the end of the Temporary Position Period.

4. Release. In exchange for the severance payment, the Superintendent hereby releases and forever discharges the Board and all of its successors and assigns, affiliated entities, current and former employees, officers, directors, members, attorneys and agents of and from any and all claims known and unknown that the Superintendent has or may have as of the date this Amendment is signed which shall be updated when the severance payment is due and payable. Superintendent understands and agrees that the foregoing is a complete waiver and release of all claims against the Board including but not limited to any and all claims arising out of or related to his employment with Board; any and all claims pursuant to Title VII of the Civil Rights Act of 1964, the Employee Retirement Security Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Employment Act of 1967, the Occupational and Safety and Health Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Genetic Information Non-Discrimination Act, the Florida Civil Rights Act, the Florida Whistleblower Law, the Florida Minimum Wage Law, the Florida Workers Compensation Retaliation Law, and any other federal, state or local law; and any

and all claims for breach of contract or other legal theory; any and all claims for costs fees, injunctive relief, monetary recovery, punitive damages or other expenses (including attorney's fees) related to these released claims. To the extent permitted by federal or state law the Superintendent agrees not to file or initiate a lawsuit, claim, charge or other action against the Board or any other person or entity with respect to any claim hereby waived whether known or unknown at the time of execution of this Amendment. The Superintendent affirms that he has not filed, has not caused to be filed any claim, complaint or action against the Board or related entities to the Board in any forum or form. The Superintendent also affirms that he has no known workplace injuries or occupational disease resulting from or related to employment with the Board. The Superintendent further acknowledges and agrees that he will not be entitled to any additional salary, benefits or compensation from the Board after August 18, 2025, except as expressly set forth in this Amendment.

5. Compliance. Superintendent and the Board hereby acknowledge that both parties have fully complied with all the terms, covenants, and conditions set forth in the Contract to date and that there are no obligations whatsoever owed by either party to the other except as stated herein.

6. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Amendment, the prevailing party shall be entitled to an award of reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled.

7. Miscellaneous.

a. This Amendment constitutes and contains the entire agreement and understanding concerning the subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations between the

parties, whether written or oral, concerning the subject matters hereof. This is an integrated document.

b. This Amendment is to be construed and governed under the laws of the State of Florida.

c. Except as otherwise provided herein, if any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Amendment shall continue in full force and effect notwithstanding.

d. The parties hereto agree that any action to enforce this Amendment must be brought in a Florida court of competent jurisdiction in Manatee County, Florida.

e. No change, modification, or termination of any of the terms, provisions, or conditions of this Amendment shall be effective unless made in writing and signed or initialed by all signatories to this Amendment.

f. This Amendment may be executed in several counterparts, each of which shall be construed as an original, and all so executed will together constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties may not be signatories to the same counterpart.

g. The headings and captions of the paragraphs contained in this Amendment are provided for convenience of reference only, and they shall not affect the construction or interpretation of any of its provisions.

h. THE BOARD AND SUPERINTENDENT AGREE THAT ANY ACTION ARISING OUT OF OR RELATED TO EMPLOYEE'S EMPLOYMENT WITH BOARD, INCLUDING WITHOUT LIMITATION AN ACTION TO ENFORCE THIS AMENDMENT, SHALL BE DECIDED BY A JUDGE SITTING WITHOUT A JURY. THE BOARD AND SUPERINTENDENT KNOWINGLY AND VOLUNTARILY WAIVE ANY ENTITLEMENT TO A JURY TRIAL WITH REGARD TO ALL SUCH CLAIMS.

IN WITNESS WHEREOF, the parties hereto have subscribed their names to this Amendment as of the day and year below written.

WITNESS:

Dated: May 20, 2025

EMPLOYER:

School District of Manatee County, Florida

By: _____

Chad Choate, III, Chairman

WITNESS:

Dated: May 20th 2025

EMPLOYEE:

Jason C. Wysong

APPROVED AS TO FORM AND SUFFICIENCY:

Stephen R. Dye, Esq.
School Board Attorney

AGENDA ITEM NO. 14.6

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing
Action Item

Title
Discussion and Vote - Superintendent Search-*updated 6-9-2025*

Executive Summary
The School Board needs to have a discussion and decision making session regarding how to proceed with the Superintendent Search.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
.

Financial Impact
All costs associated with a Superintendent Search will be allocated by General Funds.

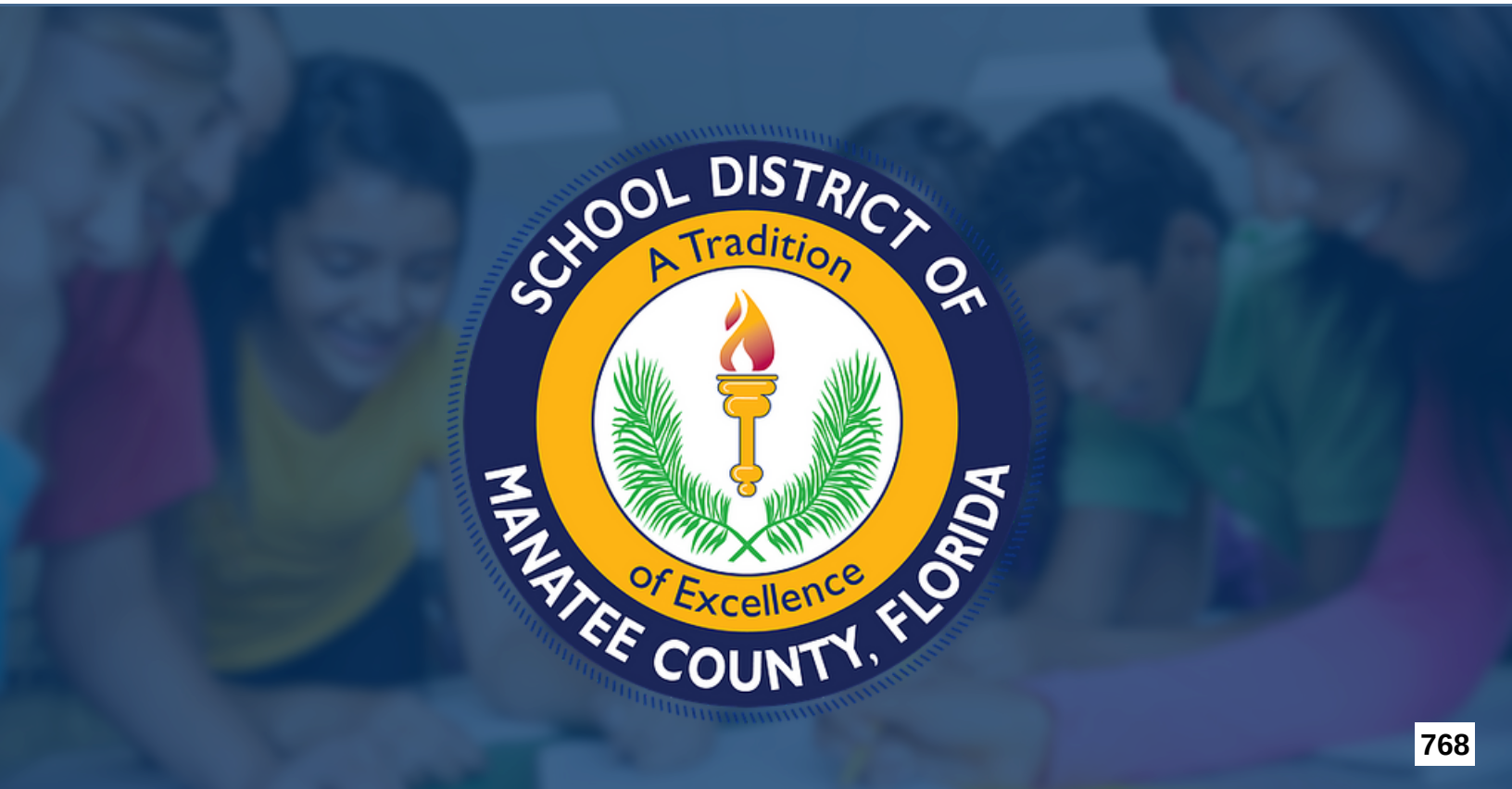
Contact
Submitting Department: School Board

Attachments:
ZEAL Price quote - SDMC Superintendent Search Proposal
2025_Revised_HYA Manatee Fee Proposal Form
HYA 2025 Signature Search Brochure
2025 FSBA Proposal Expedited Search-added after publishing

ZEAL
EDUCATION GRP

Superintendent Search Proposal

PREPARED FOR THE
MANATEE COUNTY SCHOOL DISTRICT
BRADENTON, FLORIDA
MODIFIED SEARCH SCOPE
MAY 28, 2025



Introduction

Selecting the right superintendent is one of the most critical decisions a Board of Education must make. The right leader does more than manage operations—they shape the district's culture, inspire educators, and drive student success.

At Zeal Education Group, we are passionate about understanding the unique needs of each district and helping boards and their superintendents build a high-functioning governance team grounded in trust. In addition to conducting national superintendent searches, our team of over 100 industry leaders brings unmatched expertise across every critical area of education.

Based on our initial conversation, I understood the Board's desire to adhere to the following guidelines:

1. We could reuse the previous leadership profile without community engagement
2. Advertise the vacancy from June 2 - 20 (~18 days)
3. Select a candidate by July 22

I am pleased to say that we have developed an approach that improves upon these guidelines as follows:

1. Our team will personally interview each Board member and then refine and refresh the current leadership profile and ensure it is reflective of the Board's vision.
2. Our timeline allows us to advertise the position from May 30 - June 29. This adjustment affords a total of ~ 29 days (or 11 additional days) for candidates to consider this opportunity.
3. Our process will result in the selection of a candidate by July 11 (~ 11 days ahead of schedule).

Of course, we can adjust this timeline as needed. We are confident this timeline and process will produce results that please the Board.

We believe you will find Zeal Education Group to be a trusted and dedicated partner for this important work. I look forward to your response.

Sincerely,



Jeff Melendez, Ed.D.
Founder & CEO
Zeal Education Group

Finding the Right Fit

At Zeal Education Group, we use a dual-lens approach—combining superintendent personas with a locally developed Leadership Profile—to ensure we identify the candidate who is the best possible fit for your district. The Leadership Profile is grounded in real-time input from stakeholders across your community and reflects the specific values, priorities, and needs of your schools. It serves as a clear, community-driven benchmark against which all candidates are evaluated.

Superintendent personas, on the other hand, are research-based archetypes that help us assess not just who a candidate is, but how they are likely to lead in different contexts. These personas allow us to consider each candidate's leadership style, decision-making tendencies, and strengths in areas like community engagement, academic improvement, or systems management. By using both tools in tandem, we move beyond résumés and references to evaluate deeper alignment—ensuring the selected leader matches the district's culture, challenges, and vision for the future. This method increases the likelihood of a successful, lasting match between the superintendent and the community they will serve.



Pre-Existing

SUPERINTENDENT LEADERSHIP PROFILE

Our Firm

At Zeal Education Group, our team is made up of seasoned educators, former superintendents, principals, board members, and executive leaders who bring decades of frontline experience in public education. We are not career consultants—we are practitioners who have led school systems, navigated complex political landscapes, and built high-performing teams in real-world settings. That practical expertise allows us to provide our clients with authentic, actionable guidance that is grounded in deep understanding, not theory.

What sets Zeal apart is the caliber and diversity of our team. Our consultants represent a wide range of backgrounds, geographies, and leadership styles, allowing us to connect meaningfully with districts across the country. Whether it's leading a superintendent search, conducting a program audit, or building a strategic plan, we bring a thoughtful, hands-on approach that reflects the specific needs and culture of each district we serve.

We also take pride in our collaborative, concierge-level service. Our team is known for being highly responsive, organized, and deeply committed to the success of our partners. When you work with Zeal, you're not just hiring a consultant—you're gaining a team of trusted advisors who are with you every step of the way. Our reputation for integrity, excellence, and results-driven support is what makes Zeal a preferred partner for school boards, district leaders, and educational organizations nationwide.





Dr. Joe Micheller
Senior Associate
Zeal Education Group

Dr. Joseph S. Micheller joins the Zeal Education Group from Cleveland Schools having served as the Executive Director: New School Development. He passionately worked with CMSD staff and community partners to design, launch and support new and innovative school models (15 high schools and 16 K-8's). Prior to coming to CMSD, Joe served as Superintendent, Assistant Superintendent of Human Resources, and Director of Educational Services in Ohio districts. Joe began his career as a middle school social studies teacher with the East Cleveland City School District.

Dr. Micheller's work has focused on district wide transformation of learning and teaching. He has authored, co-authored and directed funded grant initiatives exceeding $10 million, including CMSD's $6M Opportunity by Design awards from the Carnegie Corporation of NY.

Dr. Micheller has an extensive background in educational leadership including participation in the Executive Leadership Program for Educators (EXEL), a collaboration between the Harvard Business School, Graduate School of Education and the Kennedy School of Government; the Leadership and the New Technologies Institute at the Harvard Graduate School of Education, and the Ohio Leadership Institute conducted by the Center for Creative Leadership. His earned degrees include a BA in History, M.ED and an Ed.S. in Educational Administration from Cleveland State University, along with a doctorate from the University of Akron.

Dr. Micheller has authored articles and presented nationally and internationally on meaningful change and the leadership needed to make change meaningful. For the past 10 years he has also developed and taught graduate courses in educational leadership and the effects of technology in Education.

Dr. Micheller was the recipient of John Carroll University's Distinguished Educator award in 2012, and Cleveland State University College of Education's 2009 Alumni Special Achievement award.



Dr. Jeff Melendez
Founder and CEO
Zeal Education Group

Dr. Jeff Melendez is the Founder and CEO of Zeal Education Group, a consulting firm committed to providing fresh solutions to education-industry challenges. Jeff's experience includes 25 years of public school service in high-performing districts throughout Westchester County, New York and Fairfield County, Connecticut, with six years in the role of superintendent. In addition to his K-12 experiences, Jeff has served as an Adjunct Professor at Teachers College, Columbia University for over a decade.

Beyond his direct work in schools, Jeff is also the founder and CEO of several for profit and non-profit organizations with missions to serve youth, leaders, and other organizations. These include leadnexus.org, a 501(c)3 organization which endeavors to provide coaching services to all school leaders at no cost. Jeff also actively serves on the advisory board to several Ed Tech companies.

Jeff earned his M.A., Ed.M., and Ed.D. from Teachers College, Columbia University, and is certified by the National Board for Professional Teaching Standards (NBTPS).

Modified Search & Fee structure

	RECOMMENDED DATES
Facilitate planning meeting with Board chair to ensure clear expectations and process	Friday, May 30
Posting of position to national search boards (AASA) and through Zeal's network	May 31
Interview individual Board members to assess district vision and needs	May 31 - June 2
Review and refresh of the previously developed leadership profile to draw candidates	June 2-5
Applications due	June 29
Zeal team reviews all applicants and recommends 5-7 semi-finalists to Board	June 30 - July 4
Facilitate Board training on legal and ethical interview practices	July 8
Board Interviews 5-7 semi-finalist candidates as recommended by Zeal; Board selects finalists	July 8
Zeal conducts reference checks for finalist candidates	July 9
Interview 2-3 finalist candidates	July 10
Select preferred candidate	July 10
Conduct background and third-party reference checks	July 11
Facilitate negotiation of start date and contract in consultation with Board's attorney	July 11
Provide weekly search updates to Board from beginning to end	June 6 - July 11

In order to assist the Board with this unique circumstance, we have developed the above timeline and accelerated search process. Our goal is to ensure we provide sufficient and current information about the position to potential candidates while ensuring that the Board can fill the role as expeditiously as possible.

With the exception of consultant travel expenses the all-inclusive fee is $18,900.

ZEAL EDUCATION GROUP WILL MATCH THE PRICE OF ANY OTHER SEARCH FIRM FOR COMPARABLE SERVICES.

ZEAL
EDUCATION GRP
800 N King Street | Suite 304 2029
Wilmington, DE 19801
www.zeal-ed.com
info@zeal-ed.com
+1 203.885.6011

HYA Fee Proposal Form

Superintendents Search Consulting Services: Selection Phase	
Comprehensive Search Services for Selection Phase which includes the following: • **Review applications & vet tier I applicants for Candidate slate** • **Presentation of Slate to Board (virtual) and assistance with consensus building for selection of semi-finalists for first round interviews** • **Consultation and development of customized first round interview questions** • **Attendance in-person at first round interviews and assistance with consensus building for selection of finalists for second round interviews:** • **Consultation and development of customized second round interview questions/case study(s)** • **Attendance in person at second round interviews and assistance with consensus building for selection of finalist** **Transition:** No Fee – value added services if the above phase is contracted.	**$13,233**
Associate/Consultant travel related services -This a maximum estimate borrowing unforeseen or extraordinary circumstances for the selection process. Any travel cost to exceed this number would be subject to prior board approval.	$1,900. (max)*
Executive Due Diligence Service, that ranges from basic ($1,100) to comprehensive ($1,950) is offered. The comprehensive service is **recommended.**	$1,950. *
Candidate travel reimbursement to be determined by the Board prior to the time of the interviews subject to Board policies applicable statues.	
Total including travel and all recommended options (*):	**$17,083***

***Includes these recommended options and estimated travel expenses.**

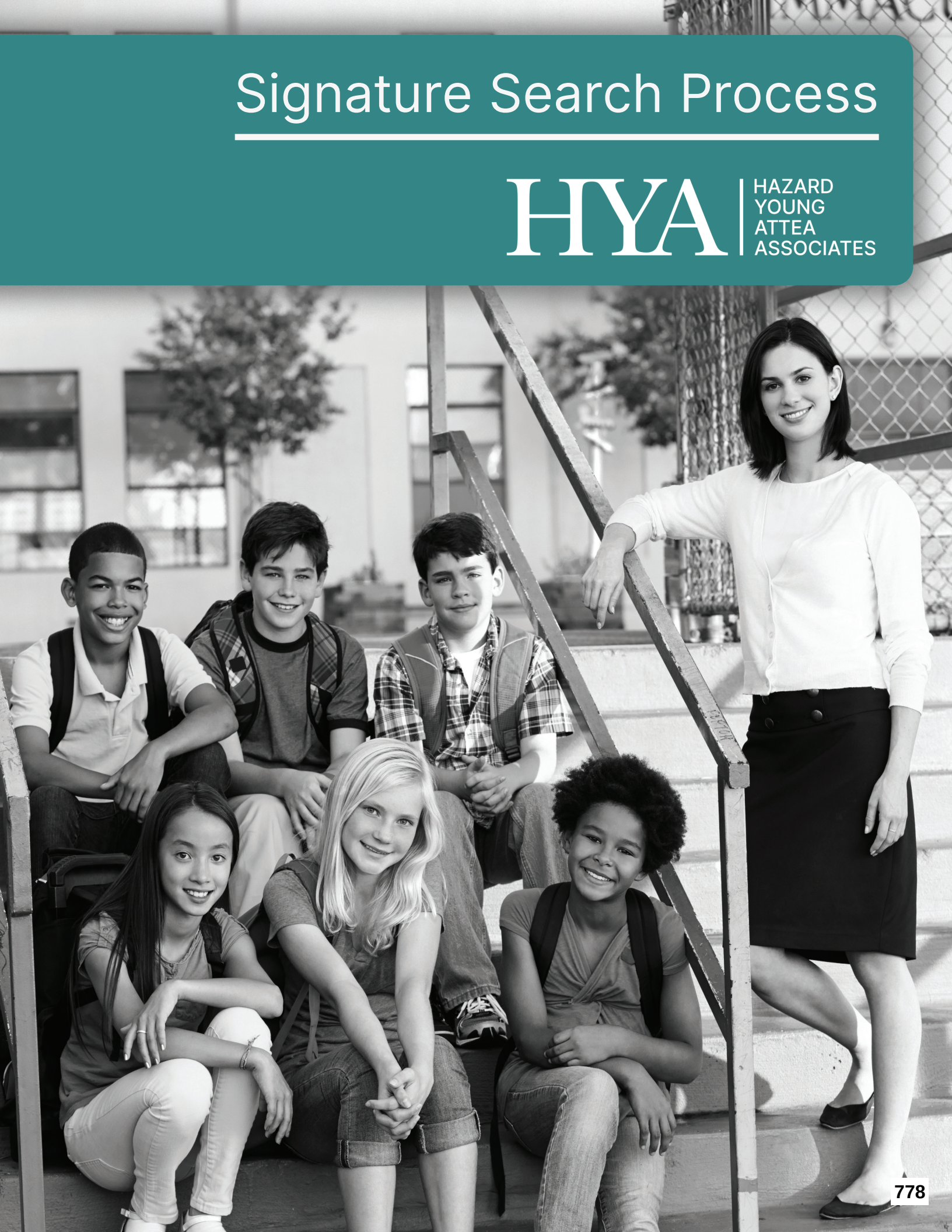
Print Name: William H. Adams, Ed.D.

Title: Vice President

Date: June 3, 2025

Signature Search Process

HYA | HAZARD YOUNG ATTEA ASSOCIATES



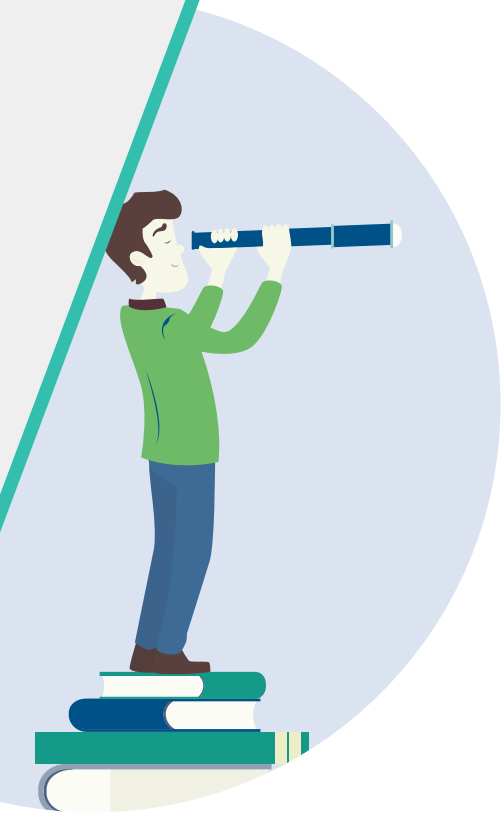
The HYA Difference

National Reach – Local Focus

Established in 1987, Hazard, Young, Attea & Associates (HYA) is one of the oldest and largest search firms having assisted more than 1,400 school boards select exceptionally talented leadership in school systems across the nation, large and small, urban and rural. HYA's reputation and experience make it one of the preeminent school search firms in the nation and a standard which others often emulate. HYA Associates are located across the country to conveniently serve clients and are thus uniquely qualified to bring local - as well as national - perspectives, knowledge, experience, and connections to each search.

Communication

Communication and organization are critical to successful searches. HYA uses web-based delivery systems that give our clients anytime, anywhere access to all documents regarding the search. Whether through a tablet, smart phone, laptop or desktop computer, the Board and the search Associates have confidential access to all information associated with the search in an organized, transparent, and timely manner.



Executive Oversight

Every HYA search has executive oversight by the HYA President and a project manager to ensure all details are carefully managed. HYA has professionally staffed offices, a technological infrastructure, and a staff of full-time employees. Our tech team serves as a resource to school districts for linking the online community survey and other search materials to their website. These resources make HYA capable of responding to requests in a very timely fashion.

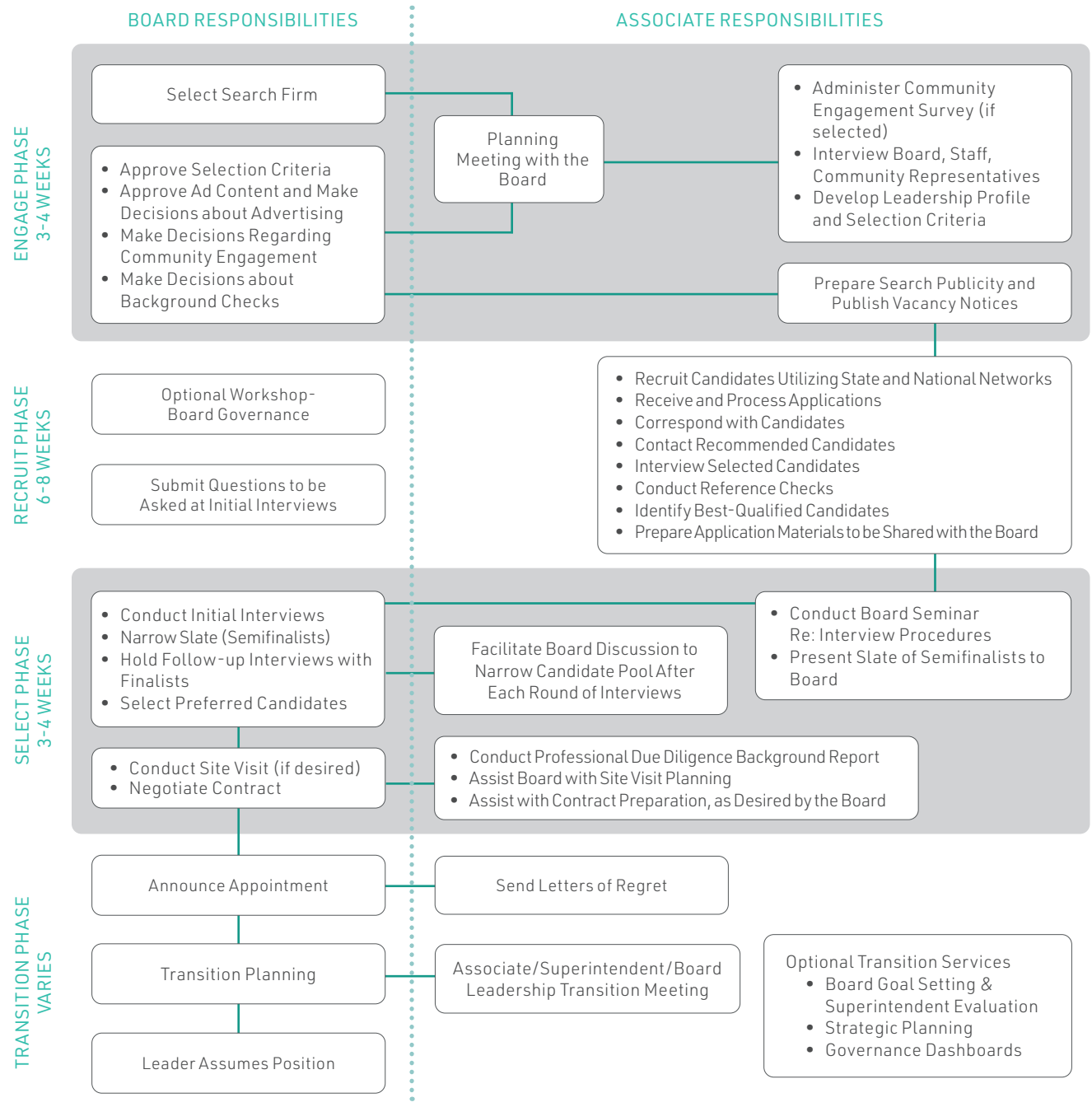
Research Based

HYA has over 30 years of experience supporting school districts in improving student outcomes. HYA's community engagement process employ research-based approaches to identifying the goals, needs, and priorities of the school system along with the desired characteristics of its next leader. The Engage Phase was developed based on research on effective leadership. The resulting Community and Leadership Profile Report provides information on the current state of the District, essential information the Board will use in the selection process and the new leader can use day one of employment. Furthermore, by blending consulting, professional service, and technology, HYA offers transition services and an analytics infrastructure to help the Board and their new leader better understand the interrelationships among school functions, and the impact of decisions and expenditures on student outcomes.

More Than a Background Check – Executive Due Diligence

HYA offers comprehensive and expanded background checks completed by independent third-party investigators and includes an executive summary allowing for an analysis of findings, not simply dozens of articles and documents for Board members to read. The investigative procedures are comprehensive and thorough with a focus on the public school landscape - well beyond what constituents could produce through a simple internet search. This includes on-site research of primary source documents at relevant county court houses for civil and criminal record history. Additionally news and social media investigations provide a better understanding of a candidate's leadership style, public relations skills, and reputation.

HYA Signature Search Process



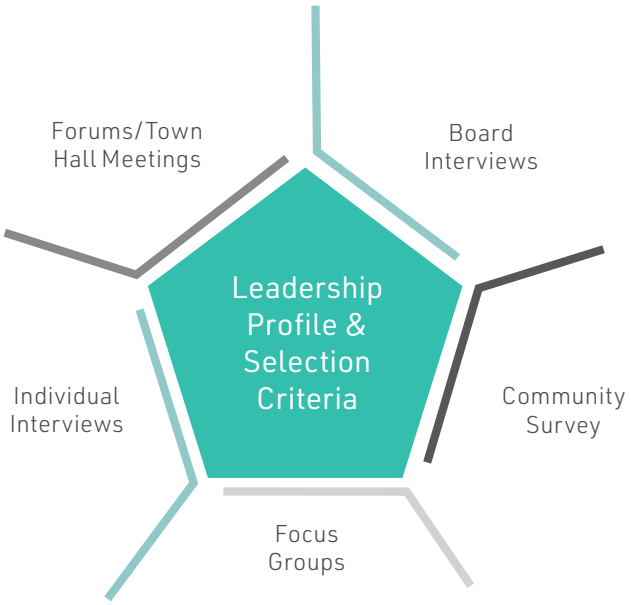


The Four Phases of HYA's Signature Search

The process outlined represents a prototypical search. Upon selection, the Associates will meet with the Board to discuss this process and modify it to meet the Board's unique needs. The following is a description of each phase in the search

Engage

The Engage phase consists of designing and planning a process of engaging the Board and stakeholders through interviews, online surveys (available in world languages), and focus groups. Information from these interactions assists the Board in developing a leadership profile and selection criteria that match the priorities of the community and that meet the unique needs of the local district. This disciplined, inclusive and research-based approach ensures all stakeholders have the opportunity to be a part of the search process and provides valuable feedback about the school district based on HYA's local research and professional understanding of the district's standing in the broader marketplace. Survey options are detailed on page 7 of this brochure.



Recruit

The Recruit phase consists of leveraging HYA's extensive national network of Associates and incorporating advertising strategies (as selected and paid for by the Board pursuant to pages 8 and 9 of this brochure) that results in the identification and recruitment of exceptionally talented leaders. HYA can also recruit non-traditional candidates, i.e. executives that have worked in business, military, private or public sector. HYA works in close partnership with state and national organizations with numerous Associates serving on those Boards.

Select

The Select phase consists of providing the Board with a slate of candidates that were interviewed by HYA Associates using the Leadership Profile established by the Board. HYA's Associates are committed to spending the necessary time and energy on the details to find the right candidates to bring to the Board. The search team then facilitates the Board interviews and appointment process including reviewing candidates' references. HYA's ability to gain important background information regarding candidates - beyond what appears on an individual's resume - is a unique and distinguishing characteristic of HYA, and is attributable to the integrity of the firm, Associates, and the vast networks of professional relationships built through years in the education field. A workshop on interviewing and construction of interview questions is facilitated by the Associates for the Board. Executive due diligence including formal background and media checks complete the Select phase (as selected and paid for by the Board pursuant to page 10 of this brochure).

Transition

The Transition phase consists of assisting the Board and new Superintendent to assure a successful transition. Appointing a new leader is the first step toward accomplishing organizational and student goals for success. Included in the search fee is a transition meeting with the new Superintendent and representative(s) of the Board regarding the information learned throughout the search process, in particular, the Community and Leadership Profile Survey. Additional transition services are available (as selected and paid for by the Board pursuant to page 11 of this brochure).

The Search Team

Presently, HYA is represented by Associates across the United States who assist with the firm's mission to provide proactive, thorough and quality assistance to School Boards in need of identifying and recruiting highly qualified executives for superintendencies and other administrative positions. HYA Associates bring extensive executive search experience and broad educational backgrounds to its practice. Through continuing involvement in school and university work, HYA Associates are aware of current educational issues and have strong relationships with educational leaders and opinion-makers in administrative leadership and management. HYA is committed to engaging a diverse and gender balanced cadre of Associates. Among HYA Associates are members of NABSE (National Alliance of Black School Educations) and ALAS (Association of Latino Administrators and Superintendents).

HYA assigns an individual management team to each executive search that it conducts. Associates assume direct responsibility for the search and coordinate the activities of all individuals engaged in the project. In addition to the Associates assigned to the search, all nation-wide Associates in the firm are tasked with identifying prospective candidates.

HYA has professionally staffed offices, a technological infrastructure and a full-time employed staff; thus, HYA is capable to respond to any request the Board may have on the Board's time schedule. Finally, each search has executive oversight by the HYA President and project manager to ensure no detail is overlooked. HYA's office staff, which is highly knowledgeable and pleased to assist at any time, is available to the Board from 8:00 a.m. to 5:00 p.m. CST, Monday through Friday.

HYA believes that communication and organization are critical to successful searches. Our delivery systems give the Board anytime, anywhere access to all documents regarding the search. The Board and its Associates can have confidential access to all information associated with the search in a cloud based, organized and timely manner.

Community and Leadership Profile Survey

HYA's online survey employs a research-based approach to identifying the goals, needs, and priorities of the school system along with the desired characteristics of its next leader. The survey was developed based on research on effective leadership.

There is a lot of science involved in crafting a good survey questionnaire. HYA uses a multi-stage process to design, measure change over time, and report survey findings. The Community and Leadership Profile Report is a sophisticated executive report to publish for your community. Survey responses are summarized by area, constituent group, and disaggregated at the question level.

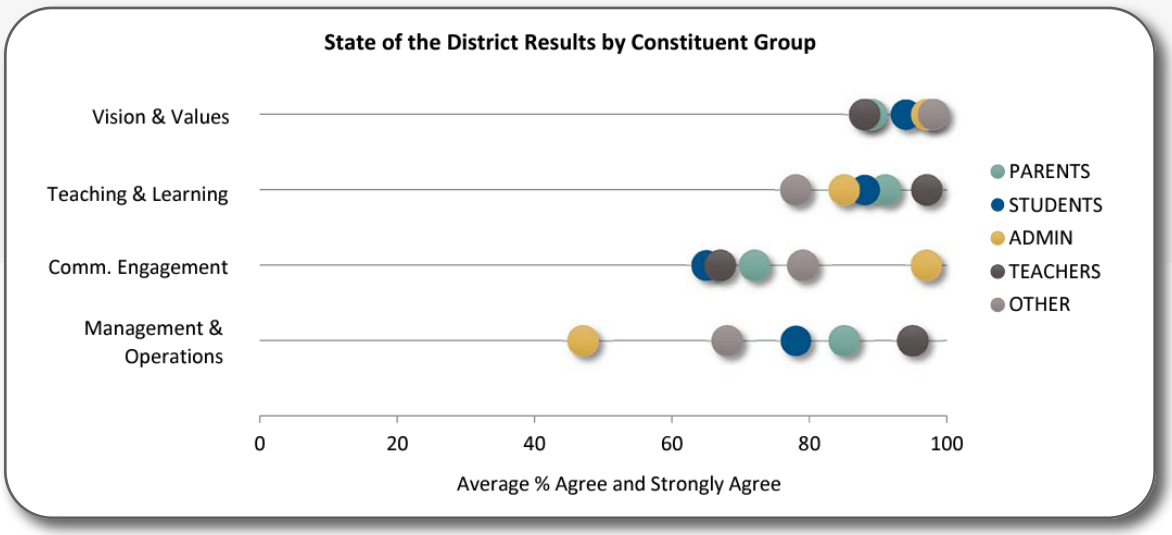
Survey
$3,000

World Languages
$550 per Language

Custom Questions
$1,500 - Up to 10 forced-choice questions and 3 open-ended questions

Full Custom
$10,000





ADVERTISING SERVICES

HYA Associates work with their clients to consider the many approaches to advertising vacant position(s). The Associates create and coordinate all advertisements at the Board's direction.

HYA's advertising packages ensure exposure on the most frequently viewed websites and job boards, e-publications and newsletters of education leaders across the country. In addition, HYA offers more focused advertisement packages as add-ons to the national packages below, including state and region-specific options.

All search clients are advertised on the HYA's active searches page. The active searches webpage averages 25,000 views per month and is a clickable list that leads its viewers to a separate page fully dedicated to your search.

Package 1 - AASA

$3,050

30-day Online Posting on AASA Career Center
Spotlight and Preferred on AASA Career Center, and Featured on AASA's homepage, Career Center, and E-newsletters

Two Single-listings in HYA's Monthly Group Ad
on HYA's Social Media Pages and in Education Week (print)

Social Media Updates
on HYA's Facebook, Instagram, Linkedin and Twitter

Package 2 - EdWeek

$3,050

30-day Online Posting on Top School Jobs
Showcased on Education Week's Top School Jobs and Network of Websites, and its Exclusive Leadership E-newsletter

Two Single-listings in HYA's Monthly Group Ad
on HYA's Social Media Pages and in Education Week (print)

Social Media Updates
on HYA's Facebook, Instagram, Linkedin and Twitter

Package 3 - Comprehensive

$4,400

30-day Online Posting on AASA Career Center
Spotlight and Preferred on AASA Career Center, and Featured on AASA's homepage, Career Center, and E-newsletters

30-day Online Posting on Top School Jobs
Showcased on Education Week's Top School Jobs and Network of Websites, and its Exclusive Leadership E-newsletter

Two Single-listings in HYA's Monthly Group Ad
on HYA's Social Media Pages and in Education Week (print)

Social Media Updates
on HYA's Facebook, Instagram, Linkedin and Twitter

ADD-ON & REGIONAL

Regional packages give your vacancy additional exposure in a specific geographic region. National packages should still be considered.

ALAS & NABSE
Add-on
$850

ALAS
6-week Online Posting

NABSE
30-day Online Posting

Print Ad
Add-on
$3,050

Dedicated District specific ad in Ed Week's print publication



Social Media Updates

California
$2,200

EdCal's CareerConnect (2x)
Classified Job Listing

ACSA Career Center (2x)
7-day Online Posting

CALSA
30-day Online Posting

HYA's Monthly Group Ad
One listing

Social Media Updates

Custom
Quoted Pricing

Based on the number of Associations and frequency of ads to place.

Northeast
Add-on
$1,095

NJASA
30-day Online Posting

NYSCOSS
45-day Online Posting

CAPSS
6-week Online Posting

Group Ad
$720

HYA's Monthly Group Ad
One listing





Executive Due Diligence

HYA offers executive due diligence as part of the search process that are completed by independent third-party investigators. The investigative procedures are comprehensive and thorough with a focus on the public school landscape - well beyond what constituents will produce through a simple internet search. The executive due diligence includes on-site research of primary source documents at relevant county court houses for criminal record history. Each background search requires 7-10 working days to complete.

Two packages are offered: comprehensive and standard. The Comprehensive Package includes a news and social media analysis. The news media investigation provides a better understanding of a candidate's leadership style, public relations skills and priorities. The news media investigation draws upon over 28,000 specialized publications and 900 newswires in 200 countries and includes 30 years of credible archived information. Special focus is given to publications in communities where the candidate has lived or worked. The social media review includes a review of text and images on sites such as Twitter, LinkedIn, personal blogs and industry websites. The analysis provides a summary of candidate generated activity with highlights of negative alerts.

The Standard Package was designed in response to requests for a simpler cabinet or principal position background check; it does not include the news and social media analysis.

	Comprehensive $1950	Standard $1100
Personal Profile Summary	x	x
Social Security Trace	x	x
County Criminal Record History	x	x
Federal Criminal Record History	x	x
County Civil Record History	x	x
Department of Motor Vehicles License Information	x	x
Education (Degree) Verification	x	x
Credit Report	x	x
Investigation of all Aliases Identified within Past 7 Years	x	x
Investigation of all Jurisdictions of Residence, Education, and Employment within Past 7 Years	x	x
University and Academic Program Accreditation	x	x
National Criminal Record History	x	x
National Sex Offender Search	x	x
News Media Review	x	
Social Media Review	x	

HYA Transition Services

HYA offers optional transition services that would benefit the Board and Superintendent. Our website contains even more information, including white papers, brochures and videos about HYA's Transition services.

Visit: https://hyasearch.com/executive-search/transition/

Board Governance Workshop

The Board Governance Workshop requires a half day and provides the Board the opportunity to clarify the respective roles of the Board and the Superintendent. The workshop addresses the concepts of trusteeship, governance, management, continuous improvement, and systematic change. Developing and maintaining effective Board-Superintendent relations, the need for long and short range planning, consensus decision- making, and other components of successful Board service are also discussed at this workshop.

$2,500, includes all preparation and material.

Board Goal Setting & Superintendent Evaluation

To develop and maintain effective Board-Superintendent r elations and provide the Board with an opportunity to determine what it desires to have the Superintendent achieve while in the position, goals and the evaluation process must be codified and understood with great clarity. The evaluation process should reinforce the concept of continuous improvement and should monitor the achievement of the Board's goals. Processes and instruments for performance evaluation will be provided.

$5,000 (2 sessions: 1. Goal setting for superintendent, 2. Facilitation/review of superintendent evaluation).

Executive Coaching

Creating and sustaining powerful Superintendent-Board partnerships is a key component of HYA's Signature Superintendent Coaching program. HYA Associates understand first-hand the demands of the position and are able to come alongside Superintendents as experiences through partners to explore leadership challenges and generate strategies to overcome obstacles before problems arise. The HYA program includes:

- Customized, confidential Executive Coaching sessions offered twice monthly
- Interviews and assessments designed to foster understanding of Superintendent's strengths, areas of growth, successes, and challenges, including:
  - » Strengths Inventories
  - » Emotional Intelligence (EQi2.0) Assessment
- Additional assessment options and 360 survey instruments available for Superintendent use
- Integration of additional HYA Associates with content-specific expertise available as needed throughout coaching experience
- 24/7 On-demand access for emergency situations

$10,000/yearly subscription

Transition Dashboard

Performance during the transition period in a new district is critical; it is an opportunity for the Superintendent to build relationships, analyze student achievement and financial status, understand community expectations and values, and arrive at a set of performance indicators to measure district success. Actions by the leader during the transition period form the foundation upon which all future rests. A solid foundation promotes future accomplishments. The Transition Dashboard provides a framework for the Superintendent to align communication and define school quality based on the priorities of the Board and community stakeholders.
The Transition Dashboard includes:

- An online, dynamic, and transparent infrastructure for the new Superintendent to communicate what they learned throughout the search process
- Key performance indicators that represent the values and priorities of the school district
- Specific actions the superintendent will do during the transition period

$10,000/year hosting fee

HYA looks forward to the possibility of working with the Board and assisting with the selection of a new leader. Please contact HYA at 847.250.7261 or at hya@hyasearch.com with questions or requests for additional information.

Hazard, Young, Attea & Associates
909 W. Euclid Ave.
#926
Arlington Heights, IL 60006

www.hyasearch.com

Expedited Superintendent Search Services
Manatee County School Board

June 6, 2025

FSBA is pleased to present a proposal for *expedited* Superintendent Search Services for your district. Our goal is to meet your district's expectations and community's desires. We can tailor this proposal to your unique needs.

In February 2023, the Manatee County School Board conducted an in-depth Superintendent search process utilizing community surveys, community forums, and staff focus groups to identify qualities and qualifications desired of the next district leader. This Board has agreed on the use of essentially the same qualities and qualifications as utilized before which will allow for an expedited process.

Why Choose FSBA?

- **Experience**: Over 85 successful Superintendent searches, including eight (8) in the last two years. Having previously worked with the Manatee County School Board, we deeply understand your district and community.
- **Commitment**: We protect the School Board's interests and never poach sitting Florida Superintendents.
- **Network**: Our state and national contacts provide valuable insights into applicants.
- **Reach**: Though this will be somewhat compromised due to the search being expedited, we recruit in-state, out-of-state, traditional, and non-traditional applicants.
- **Local Knowledge**: We understand your board members, community, and Florida's education landscape.
- **Support**: We offer on-site representation, 24-hour availability, and extensive experience with Florida public records and Sunshine Laws.
- **Cost-Effective**: Our proximity reduces travel and lodging costs.

FSBA Superintendent Search Experience FSBA has a long history of attracting and placing qualified Superintendents in Florida. We have led over 85 searches in the last 45 years, including recent searches for Duval, Monroe, and St. Johns counties.

Superintendent Search Team Our team includes:

- **Andrea Messina**: Chief Executive Officer of FSBA since 2015, with extensive experience in School Board and Superintendent relations.
- **Dr. Demetrius Rice**: Director of FSBA Strategic Operations, with experience in public and charter schools as a teacher and administrator and higher education.
- **Dr. Debra Pace**: Retired Superintendent of Osceola County School District (2016-2023) with 34 years of Florida public education experience from teacher to school and district administrator to superintendent.

203 S. Monroe Street, Tallahassee, Florida 32301 850-414-2578

- **Michael Gaudreau**: Retired Seminole County Executive Director of Secondary Education, UCF Clinical Coordinator, College of Community Innovation and Education with experience in recruitment and school and district leadership.

Suggested Expedited Search Process/Subject to Board Input:

1. **Confirm Recruitment Materials**: Review previous materials describing the district and position requirements, including qualities and qualifications, minimum and preferred requirements, and timeline including deadlines and expected start date; determine advertisement venues and ensure advertisements are placed.
2. **Receive Applications**: Outline a plan for processing and sharing applications.
3. **Select Applicants to move to Finalist consideration**: Facilitate Board discussion as they select finalists for interviews.
4. **Conduct Reference Checks**: Screen finalists and check references.
5. **Interview Finalists**: Establish and manage an interview process with Board members and other stakeholders.
6. **Select a Candidate**: Facilitate Board discussion as they select the final candidate.
7. **Develop Contract**: Ensure a final employment agreement and transition plan are in place to create a solid foundation for the new Superintendent's success.

Community Involvement Opportunities

- As application packets are received by FSBA, processed, and then forwarded to district staff for public posting, provide online feedback opportunity to share with the board.
- All meetings are open to the public and allow for public comment.
- As finalist interviews are conducted publicly with the board, district staff will record interviews and make them available to the public prior to the board making their final selection. Provide online feedback opportunity to share with the board.
- Host a Community Meet and Greet. Provide online feedback opportunity to share with the board.

Sample Timeline/DRAFT/Subject to Board Input:

Date	Activity
June 24, 2025	School Board Meeting: Briefly discuss Board Priorities for the next Superintendent, Finalize Timeline, Agree on Qualities and Qualifications, Set the Salary Range, and Determine Advertisement Venues
June 25, 2025	• Begin Advertisement Process • Website goes live promoting search
July 18, 2025	Advertisement closes-applications posted on website as they are submitted
July 29, 2025	Board identifies finalists

July 29-August 12, 2025	Final background checks and community feedback
August 12, 2025	Board selects finalists for Interviews
August 21, 2025	Public Board interview of each Finalist Evening - Community Meet and Greet of Finalists
August 22, 2025	Individual Board Member/Finalist Interviews
August 26, 2025	Board selects Superintendent-contract negotiations begin
September 9, 2025	Finalize Contract

Fee Structure

- Consultant fee: $15,000
- Additional expenses: Advertising, Background searches, Consultant and Finalist travel and lodging (kept to a minimum)

Superintendent Search Team References

Monroe County School Board, St. Johns County School Board, Duval County School Board—any school board member or staff member associated with the recent searches.

Partial List of References for FSBA Search Team
All served as chairs of their board during the FSBA search process

- Darryl Willie, Duval County School Board Member, willied@duvalschools.org, 904.495.4963
- Mindy Conn, Monroe County School Board Member, mindy.conn@keysschools.com, 305.923.1618
- Tony Coleman, St. Johns County School Board Member, Tony.coleman@stjohns.k12.fl.us, 904.377.1477

Contact Information

Ms. Andrea Messina
Florida School Boards Association
Chief Executive Officer
850.414.2578 or 850.566.1860
messina@fsba.org

Dr. Demetrius Rice
Florida School Boards Association
Director of Strategic Operations
850.414.2578
rice@fsba.org

AGENDA ITEM NO. 15.1

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing

Title
Year-to-Date Financial Statements Through April 30, 2025 (No Financial Impact)

Executive Summary
Florida Administrative Code Rule 6A-1.008, requires the Superintendent to submit a financial statement to the Board at least monthly.

General Fund - Revenues exceeded expenditures and transfers by approximately $43.6 million through the month of April. Revenues have increased 4.8% and expenditures increased 7.3% over April 2024.

The beginning unassigned fund balance as of July 1, 2024, was $49.2 million. The District's unassigned fund balance is projected to be a positive $64 million by June 30, 2025.

Food Service Fund - Expenditures exceeded revenues by $816,416 through the month of April, resulting in an ending fund balance of $11.8 million at the end of April 2025. Expenditures exceeded revenues due to the hurricanes in September and October. There was a loss of approximately $1.2 million in revenue for seven less school days and power loss that resulted in approximately $300,000 in food that was disposed of due to spoilage.

Internal Service Funds - Revenues exceeded expenses by approximately $3.3 million through the month of April 2025.

- Health Insurance Fund - Revenues exceeded expenditures by approximately $1.6 million through the month of April, resulting in an ending net position of $15 million at the end of April 2025.
- Workers' Compensation Fund - Revenues exceeded expenditures by approximately $1.7 million through the month of April, resulting in an ending net position of $3.7 million at the end of April 2025. Expenditures are in line with prior year claims and amounts budgeted through April 2025.

Contact
Submitting Department: Finance
Initiated By: Cathy Miley, Director of Finance

Attachments:
Financial Statements - April 2025

The School District of Manatee County



Year to Date Financial Report
through the
Period Ending April 30, 2025

(Unaudited)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
April 30, 2025

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total April 2025	Total April 2024
Assets									
Current Assets									
Cash	184,524,502	15,189,482	381,449,673	21,698,599	-	35,820,907	1,713,950	640,397,112	643,508,171
Taxes Receivable	-	-	-	-	-	-	-	-	-
Accounts Receivable	2,568,049	-	-	84,150	1,284	24,355	75,941	2,753,779	3,224,210
Due From/(To)	16,399,050	(865,987)	-	(13,270,082)	(2,262,981)	-		-	-
Inventory	494,108	-	-	650,116		-	-	1,144,224	1,176,283
Investments		33,736	-	-	-	-	-	33,736	39,723
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	108,395	-	6,933,132	3,162,025	2,398,459	-	-	12,602,011	15,265,326
Total Assets	**204,094,104**	**14,357,231**	**388,382,805**	**12,324,808**	**136,763**	**35,845,262**	**1,789,890**	**656,930,863**	**663,213,712**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	31,933,749	-	-	-	-	-	-	31,933,749	35,511,268
Payroll Deductions & WH	13,227,495	-	-	-	-	-	-	13,227,495	11,662,415
Accounts Payable	1,350,023	-	461,068	552,679	136,763	1,025,071	278	3,525,882	4,281,756
Construction Payable	-	-	93,894	-	-	-	-	93,894	5,397,707
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	2,215	-	-	-	-	-	-	2,215	(0)
Estimated Unpaid Claims	-	-	-	-	-	16,143,342	-	16,143,342	16,085,781
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	58,000,000
Unearned Revenue	1,275,728	-	-	-	-	-	86,311	1,362,040	(6,945)
Deferred Revenue	-	-	6,632,700	-	-	-	-	6,632,700	8,713,425
Total Liabilities	**47,789,210**	**-**	**7,187,662**	**552,679**	**136,763**	**17,168,413**	**86,589**	**72,921,316**	**139,645,407**
Fund Balances									
Revenues Over (Under) Expenditures	43,563,074	492,892	77,714,736	(816,416)	-	3,322,091	456,220	124,732,598	63,980,302
Nonspendable									
Inventories	517,798	-	-	650,116	-	-	-	1,167,914	1,222,006
Restricted									
State Required Carryover	9,077,460	-	-	-	-	-	-	9,077,460	3,482,193
Food Services	-	-	-	11,938,429	-	-	-	11,938,429	14,028,485
Debt Service	-	13,864,339	-	-	-	-	-	13,864,339	12,831,068
Capital Projects	-	-	303,480,407	-	-	-	-	303,480,407	330,630,793
Other Purposes	15,072,849	-	-	-	-	15,354,757	1,247,081	31,674,687	26,261,611
Assigned									
Encumbrances	1,534,954	-	-	-	-	-	-	1,534,954	1,821,549
School and Local Programs	2,156,312	-	-	-	-	-	-	2,156,312	7,707,250
Unassigned	84,382,446	-	-	-	-	-	-	84,382,446	61,603,049
Total Fund Balances	156,304,894	14,357,231	381,195,143	11,772,129	-	18,676,849	1,703,301	584,009,547	523,568,306
Total Liabilities & Fund Balances	**204,094,104**	**14,357,231**	**388,382,805**	**12,324,808**	**136,763**	**35,845,262**	**1,789,890**	**656,930,863**	**663,213,713**

*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended April 30, 2025

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total April 2025	Total April 2024
REVENUES									
Federal Direct	$ 590,594	$ 480,361	$ -	$ -	$ 2,577,093	$ -	$ 243,076	$ 3,891,124	4,326,596
Federal Through State	2,245,704	-	-	23,633,339	47,372,966	-	-	73,252,009	86,403,151
State	162,240,158	-	6,680,543	298,287	-	-	-	169,218,988	156,758,892
Local	376,595,714	505,713	180,613,346	6,242,374	-	54,543,965	580,182	619,081,294	592,931,793
Total Revenues	541,672,169	986,074	187,293,889	30,174,001	49,950,059	54,543,965	823,258	865,443,414	840,420,431
EXPENDITURES									
Instruction	337,821,233	-	-	-	29,580,743	-	352,853	367,754,829	352,244,873
Student Support Services	22,826,403	-	-	-	3,460,960	-	493	26,287,856	26,386,988
Instructional Media Services	5,062,860	-	-	-	-	-	1,170	5,064,030	5,023,131
Instruction & Curriculum Development	7,816,639	-	-	-	9,493,168	-	2,658	17,312,465	14,581,668
Instructional Staff Training Services	1,282,424	-	-	-	4,753,055	-	-	6,035,479	6,942,452
Instruction Related Technology	97	-	-	-	119	-	-	215	4,119
School Board	793,086	-	-	-	-	-	-	793,086	858,038
General Administration	2,786,084	-	-	-	2,002,265	-	2,125	4,790,474	4,841,330
School Administration	30,432,225	-	-	-	200,754	-	-	30,632,979	28,810,440
Facilities Acquisition & Construction	6,799,218	-	229,712,937	-	-	-	-	236,512,155	143,208,910
Fiscal Services	2,925,035	-	-	-	63,784	-	-	2,988,818	3,075,731
Food Services	-	-	-	30,985,630	-	-	-	30,985,630	30,939,166
Central Services	12,904,139	-	-	-	44,568	51,221,874	-	64,170,580	64,002,365
Student Transportation	16,135,096	-	-	-	146,845	-	7,740	16,289,681	16,112,053
Operation of Plant	39,963,157	-	-	-	192,436	-	-	40,155,592	39,947,439
Maintenance of Plant	8,710,982	-	-	-	-	-	-	8,710,982	8,506,622
Administrative Technology Services	9,086,510	-	-	-	-	-	-	9,086,510	6,853,784
Community Services	7,076,478	-	-	-	11,363	-	-	7,087,840	6,394,502
Debt Service	819,552	18,454,241	2,634,461	-	-	-	-	21,908,254	21,363,587
Total Expenditures	513,241,218	18,454,241	232,347,398	30,985,630	49,950,059	51,221,874	367,038	896,567,457	780,097,198
Excess (Deficiency) of Revenue Over (Under) Expenditures	28,430,951	(17,468,167)	(45,053,509)	(811,630)	-	3,322,091	456,220	(31,124,043)	60,323,233
Other Financing Sources (Uses)									
Other Financing Sources	-	-	155,855,501	1,140	-	-	-	155,856,641	3,657,069
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	15,856,085	17,961,060	723,962	-	-	-	-	34,541,107	39,668,487
Transfers Out	(723,962)	-	(33,811,218)	(5,926)	-	-	-	(34,541,107)	(39,668,487)
Total Other Financing Sources (Uses)	15,132,123	17,961,060	122,768,245	(4,786)	-	-	-	155,856,641	3,657,069
Net Change in Fund Balance	43,563,074	492,892	77,714,736	(816,416)	-	3,322,091	456,220	124,732,598	63,980,302
Fund Balances, Beginning	112,741,820	13,864,339	303,480,407	12,588,545	-	15,354,757	1,247,081	459,276,949	459,588,004
Fund Balances, Ending	$ 156,304,894	$ 14,357,231	$ 381,195,143	$ 11,772,129	$ -	$ 18,676,849	$ 1,703,301	$ 584,009,547	523,568,305

*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.

Expenditures by Function
All Funds

Instruction	41.02%
Facilities Acquisition & Construction	26.38%
Central Services	7.16%
Operation of Plant	4.48%
Food Services	3.46%
School Administration	3.42%
Student Support Services	2.93%
Debt Service	2.44%
Instruction & Curriculum Development	1.93%
Student Transportation	1.82%
Administrative Technology Services	1.01%
Maintenance of Plant	0.97%
Community Services	0.79%
Instructional Staff Training Services	0.67%
Instructional Media Services	0.56%
General Administration	0.53%
Fiscal Services	0.33%
School Board	0.09%
Instruction Related Technology	0.00%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ending April 30, 2025

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual April 2024
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 720,000	720,000	589,814	$ (130,186)	82%	561,057
Miscellaneous Federal Direct	3,584	2,171,396	780	(2,170,616)	0%	6,035
Total Federal Direct	723,584	2,891,396	590,594	(2,300,802)	20%	567,092
Federal Through State:						
Vocational Education Act	-	22,972	17,076	(5,896)	74%	16,006
Medicaid	905,000	946,015	755,040	(190,975)	80%	976,239
Individuals with Disabilities	115,000	269,053	234,973	(34,079)	87%	229,981
Educational Stabilization K-12	-	-	-	-		-
Educational Stabilization Workforce	-	-	-	-		45,016
Educational Stabilization VPK	-	-	-	-		-
Miscellaneous Federal Through State	-	1,508,940	1,238,615	(270,325)	82%	2,212,462
Total Federal Through State	1,020,000	2,746,979	2,245,704	(501,275)	82%	3,479,703
State:						
Florida Education Finance Program (FEFP)	118,431,370	126,519,010	102,816,404	(23,702,606)	81%	93,774,368
Workforce Development	10,347,179	10,347,179	8,622,640	(1,724,539)	83%	8,453,580
Workforce Education Performance Incentive	600,000	645,897	645,897	-	100%	700,228
CO&DS Withheld for Administrative Expenditures	31,200	31,200	-	(31,200)	0%	-
State License Tax	360,000	360,000	284,762	(75,238)	79%	286,057
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	50,400,319	51,287,887	42,444,052	(8,843,835)	83%	41,367,105
Florida School Recognition Funds	-	3,176,777	3,176,777	-	100%	3,745,293
Voluntary Prekindergarten Program	2,256,570	2,256,570	2,035,345	(221,225)	90%	1,988,864
Other Miscellaneous State Revenue	51,520	3,214,887	2,214,281	(1,000,605)	69%	1,422,220
Total State	182,478,158	197,839,407	162,240,158	(35,599,249)	82%	151,737,715
Local:						
Required Local Effort & District Nonvoted Operating	286,869,142	286,869,142	274,301,076	(12,568,066)	96%	261,049,984
District Voted Additional Operating Tax	75,511,751	75,511,751	71,101,799	(4,409,952)	94%	66,563,674
Lease Revenue	294,600	342,350	303,647	(38,703)	89%	264,685
Interest on Investments	11,000,000	12,244,319	11,645,017	(599,302)	95%	13,803,554
Student and Adult a la Carte	-	-	-	-		-
Catering/Specials	-	-	-	-		-
Net Increase (Decrease) in Fair Value	-	2,856	2,856	-	100%	(381)
Gifts, Grants and Bequests	-	2,518	2,518	-	100%	3,652
Vending Sales	-	-	-	-		-
Student Fees:						
Adult Gen Ed Course Fees	140,000	163,075	163,075	-	100%	124,810
Post Secondary Vocational Ed Course Fees	1,960,000	1,963,205	1,963,205	-	100%	2,729,448
Continuing Workforce Education Course Fees	135,000	88,866	88,866	-	100%	98,135
Capital Improvement Fees	184,000	227,792	227,792	-	100%	238,993
Post Secondary Lab Fees	1,300,000	1,544,330	1,560,189	15,859	101%	1,873,468
Lifelong Learning Fees	6,000	1,318	1,318	-	100%	2,093
GED Testing Fees	24,000	15,811	15,811	-	100%	9,016
Other Student Fees	215,400	1,001,153	1,007,601	6,448	101%	936,074
Other Fees:						
	955,500	955,500	888,323	(67,177)	93%	957,231
School Age Child Care Fees	6,485,000	6,485,000	5,769,039	(715,961)	89%	5,828,378
Other Schools, Courses and Classes Fees	17,200	11,548	11,548	-	100%	15,884
Miscellaneous Local:						
Bus Fees	65,000	97,644	98,454	810	101%	79,684
Transportation Services Rendered for School Activi	35,000	35,000	22,421	(12,579)	64%	26,808
Sale of Junk	184,000	184,000	100,631	(83,369)	55%	128,886
Receipt of Federal Indirect Cost Rate	1,400,000	2,000,000	2,012,906	12,906	101%	2,236,820
Other Miscellaneous Local Sources	2,509,225	3,862,822	3,395,115	(467,708)	88%	2,614,391
Refund of Prior Year's Expenditures	-	-	(7,499)	(7,499)		6,933
Collections for Lost, Damaged and Sold Textbooks	-	2,269	2,269	-	100%	35
Receipt of Food Service Indirect Costs	2,000,000	2,000,000	1,917,735	(82,265)	96%	1,739,636
Total Local	391,290,818	395,612,270	376,595,714	(19,016,557)	95%	361,331,891
Total Revenues	575,512,560	599,090,052	541,672,169	(57,417,883)	90%	517,116,401
Expenditures (by Function)						
Current:						
Instruction	436,533,273	428,221,495	337,821,233	90,400,262	79%	316,592,257
Student Support Services	30,119,211	29,279,475	22,826,403	6,453,072	78%	19,279,277
Instructional Media Services	5,750,308	5,853,923	5,062,860	791,063	86%	4,969,753
Instruction & Curriculum Development Services	9,038,935	10,018,133	7,816,639	2,201,494	78%	7,042,577
Instructional Staff Training Services	2,017,134	2,412,800	1,282,424	1,130,376	53%	1,150,844
Instruction-Related Technology	147	147	97	51	66%	-
School Board	1,630,123	1,523,512	793,086	730,426	52%	857,038
General Administration	4,440,064	4,526,393	2,786,084	1,740,309	62%	2,596,346
School Administration	38,952,677	39,324,988	30,432,225	8,892,763	77%	28,439,881
Facilities Acquisition & Construction	9,185,506	11,952,968	6,799,218	5,153,750	57%	5,849,193
Fiscal Services	3,881,577	3,998,756	2,925,035	1,073,721	73%	2,884,273
Food Services	-	-	-	-		-
Central Services	16,646,461	17,851,888	12,904,139	4,947,750	72%	12,332,563
Student Transportation Services	21,243,010	22,658,865	16,135,096	6,523,769	71%	15,752,024
Operation of Plant	53,906,399	52,792,326	39,963,157	12,829,169	76%	39,371,475
Maintenance of Plant	12,340,728	12,865,554	8,710,982	4,154,572	68%	8,400,171
Administrative Technology Services	9,114,384	11,143,592	9,086,510	2,057,082	82%	6,560,147
Community Services	6,944,106	7,860,758	7,076,478	784,280	90%	6,377,298
Debt Service	655,377	822,150	819,552	2,598	100%	36,276
Total Expenditures	662,399,420	663,107,724	513,241,218	149,866,506	77%	478,491,392
Excess (Deficiency) of Revenues Over (Under) Expenditures	(86,886,860)	(64,017,672)	28,430,951	92,448,623		38,625,010
OTHER FINANCING SOURCES (USES)						
Other Loss Recovery	-	-	-	-		-
Transfers In:						
From Capital Project Funds	24,916,839	17,620,638	15,850,159	(1,770,479)	90%	18,827,404
From Special Revenue Funds	-	13,346	5,926	(7,420)	44%	1,314,596
Transfers Out:						
To Capital Project Funds	-	(875,508)	(723,962)	(151,546)	83%	-
To Internal Service Funds		-	-	-		-
Total Other Financing Sources (Uses)	24,916,839	16,758,476	15,132,123	(1,777,899)	90%	20,142,000
Net Change in Fund Balance	(61,970,021)	(47,259,196)	43,563,074	90,822,270		58,767,010
Fund Balance, Beginning	112,741,820	112,741,820	112,741,820	-		85,961,973
Nonspendable	517,798	517,798		-		-
Restricted	1,009,672	1,009,672		-		-
Assigned	-	-		-		-
Unassigned	49,244,329	63,955,154		-		
Fund Balance, Ending	$ 50,771,799	65,482,624	156,304,894	$ 90,822,270		144,728,983

Expenditures by Function
General Fund

Instruction	65.82%
Operation of Plant	7.79%
School Administration	5.93%
Student Support Services	4.45%
Student Transportation Services	3.14%
Central Services	2.51%
Administrative Technology Services	1.77%
Maintenance of Plant	1.70%
Instruction & Curriculum Development Services	1.52%
Community Services	1.38%
Facilities Acquisition & Construction	1.32%
Instructional Media Services	0.99%
Fiscal Services	0.57%
General Administration	0.54%
Instructional Staff Training Services	0.25%
Debt Service	0.16%
School Board	0.15%
Instruction-Related Technology	0.00%
Food Services	0.00%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended April 30, 2025

	Original Budget	Current Budget	YTD Actuals	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2024
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ 480,361	$ (525,599)	48%	952,796
Total Federal Direct	1,005,960	1,005,960	480,361	(525,599)		952,796
State:						
CO&DS Withheld for Bonds	339,800	339,800	-	(339,800)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	339,800	339,800	-	(339,800)	0%	-
Local:						
Interest on Investments	275,000	559,797	559,797	-	100%	534,839
Net Increase (Decrease) in the Fair Value	-	(54,084)	(54,084)	-	100%	(100,986)
Total Local	275,000	505,713	505,713	-	100%	433,853
Total Revenues	1,620,760	1,851,473	986,074	(865,399)	53%	1,386,649
EXPENDITURES						
Current:						
Redemption of Principal	20,034,323	20,034,323	8,175,000	11,859,323	41%	7,785,000
Interest	15,289,128	15,289,128	10,266,381	5,022,746	67%	11,596,018
Dues and Fees	16,360	16,360	12,860	3,500	79%	13,584
Other Debt Service	-	-	-	-		-
Total Debt Service	35,339,811	35,339,811	18,454,241	16,885,570	52%	19,394,602
Total Expenditures	35,339,811	35,339,811	18,454,241	16,885,570	52%	19,394,602
Excess (Deficiency) of Revenues						
Over (Under) Expenditures	(33,719,051)	(33,488,338)	(17,468,167)	16,020,170		(18,007,952)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	33,994,051	33,994,051	17,961,060	(16,032,991)	53%	18,926,486
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	33,994,051	33,994,051	17,961,060	(16,032,991)		18,926,486
Total Other Financing Sources (Uses)	33,994,051	33,994,051	17,961,060	(16,032,991)	53%	18,926,486
Net Change in Fund Balances	275,000	505,713	492,892	(12,821)		918,534
Fund Balances, Beginning	13,864,339	13,864,339	13,864,339	-		12,831,068
Fund Balances, Ending	$ 14,139,339	$ 14,370,052	$ 14,357,231	$ (12,821)		13,749,602

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Project Funds
For Month Ended April 30, 2025

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2024
REVENUES						
State:						
CO&DS Distributed	$ 1,712,268	$ 1,771,556	$ -	$ 1,771,556	0%	-
Interest on CO&DS	55,566	55,566	-	55,566	0%	-
Public Education Capital Outlay PECO	3,748,001	1,199,360	760,584	438,776	63%	66,404
Charter School Cap Outlay PECO	6,745,480	6,745,480	5,088,157	1,657,323	75%	4,260,934
Other Miscellaneous State Revenue	4,341,987	2,021,013	831,802	1,189,211	41%	538,968
Total State Sources	16,603,303	11,792,975	6,680,543	5,112,432	57%	4,866,305
Local:						
District Capital Taxes	113,267,626	113,267,626	108,178,522	5,089,104	96%	99,857,829
Local Sales Tax	53,756,695	53,756,695	35,439,369	18,317,326	66%	34,661,924
Interest on Investments	6,382,709	7,965,775	6,527,884	1,437,891	82%	10,181,949
Other Miscellaneous Local Sources	79,875	79,875	73,619	6,256	92%	810,401
Impact Fees	32,650,000	36,650,000	30,393,952	6,256,048	83%	30,442,525
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	206,136,905	211,719,971	180,613,346	31,106,626	85%	175,954,628
Total Revenues	222,740,208	223,512,946	187,293,889	36,219,058	84%	180,820,933
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	364,905,398	345,973,726	167,009,856	178,963,871	48%	87,795,670
Furniture, Fixtures, and Equipment	16,324,706	27,424,608	16,236,280	11,188,328	59%	14,347,301
School Buses	2,691,705	2,691,705	447,513	2,244,192	17%	694,418
Motor Vehicles	634,686	1,024,078	999,222	24,856	98%	1,304,476
Land	5,000,000	2,334,544	2,334,370	174	100%	249,640
Improvements Other Than Buildings	6,212,701	7,879,298	1,479,426	6,399,872	19%	3,292,179
Remodeling and Renovation	79,024,468	82,058,311	32,202,668	49,855,643	39%	23,022,800
Computer Software	4,112,187	4,136,690	3,813,074	323,615	92%	3,539,799
Total Capital Outlay	478,905,851	473,522,961	224,522,409	249,000,552	47%	134,246,284
Other Expenses:						
Charter School Capital Outlay 1.5 M	5,329,781	5,190,528	5,190,528	-	100%	2,132,158
Charter School Capital Outlay Sales Tax	201,761	291,258	-	291,258	0%	967,275
Total Other Expenses	5,531,542	5,481,786	5,190,528	291,258		3,099,433
Debt Service:						
Redemption of Principal	1,819,333	1,685,928	1,469,376	216,552	87%	1,870,249
Interest	-	136,498	114,017	22,481	84%	62,460
Dues and Fees	-	1,096,507	1,051,067	45,439	96%	-
Total Debt Service	1,819,333	2,918,934	2,634,461	284,473	90%	1,932,709
Total Expenditures	486,256,726	481,923,680	232,347,398	249,576,283	48%	139,278,426
Excess (Deficiency) of Revenues Over (Under) Expenditures	(263,516,518)	(258,410,734)	(45,053,509)	213,357,225		41,542,507
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Lease Agreements and SBITAs	401,797	2,196,322	2,196,322	-		-
Insurance Loss Recovery	-	2,583,695	2,583,695	-	100%	-
Certificates of Participation Issued	140,000,000	135,940,000	135,940,000	-	100%	-
Premiums on Certificates of Participation Issued	-	15,135,484	15,135,484	-		-
Proceeds of Lease-Purchase Agreements	-	-	-	-		3,657,069
Transfers In:						
From General Fund	-	875,508	723,962	151,546	83%	-
Transfers Out:						
To General Fund	(24,916,840)	(17,620,638)	(15,850,159)	(1,770,479)	90%	(18,827,404)
To Debt Service	(33,994,051)	(33,994,051)	(17,961,060)	(16,032,991)	53%	(18,926,486)
Total Transfers	(58,910,890)	(51,614,688)	(33,811,218)	(17,803,470)		(37,753,891)
Total Other Financing Sources (Uses)	81,490,906	105,116,321	122,768,245	17,651,924	117%	(34,096,822)
Net Change in Fund Balances	(182,025,611)	(153,294,413)	77,714,736	231,009,149		7,445,685
Fund Balances, Beginning	303,480,407	303,480,407	303,480,407	-		330,630,793
Fund Balances, Ending	$ 121,454,796	$ 150,185,994	$ 381,195,143	$ 231,009,149		338,076,478

Expenditures by Object
Capital Projects Funds

New Construction	74.38%
Remodeling and Renovation	14.34%
Furniture, Fixtures, and Equipment	7.23%
Computer Software	1.70%
Land	1.04%
Improvements Other Than Buildings	0.66%
Motor Vehicles	0.45%
School Buses	0.20%
Library Books	0.00%
Audio Visual Materials	0.00%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Funds
For Month Ended April 30, 2025

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2024
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	48,970	$ (48,970)		-
School Lunch Reimbursement	18,026,000	18,026,000	16,252,232	1,773,768	90%	15,271,614
School Breakfast Reimbursement	6,814,900	6,352,400	6,044,294	308,106	95%	5,664,355
After-School Snack Reimbursement	135,725	135,725	162,145	(26,420)	119%	105,027
Child Care Food Program	1,262,525	1,262,525	1,030,414	232,111	82%	1,090,456
USDA Donated Commodities	2,213,190	2,213,190	-	2,213,190	0%	-
Cash n Lieu of Donated	80,000	80,000	69,787	10,213	87%	75,822
Summer Food Service Program	-	-	-	-		-
Other Food Service Revenue	-	37,250	25,499	11,751	68%	1,229,451
Total Federal Through State	28,532,340	28,107,090	23,633,339	4,473,751	84%	23,436,725
State:						
School Breakfast Supplement	150,000	150,000	142,608	7,392	95%	72,507
School Lunch Supplement	170,000	170,000	155,679	14,321	92%	82,365
Other Miscellaneous State	-	-	-	-		-
Total State	320,000	320,000	298,287	21,713	93%	154,872
Local:						
Interest on Investments	420,000	420,000	338,157	81,843	81%	479,869
Student Lunches	4,400,000	4,400,000	3,606,502	793,498	82%	3,479,046
Student Breakfasts	-	-	-	-		1
Adult Breakfast/Lunch	190,000	190,000	96,192	93,809	51%	121,088
Student/Adult Ala Carte	2,400,000	2,400,000	2,035,446	364,554	85%	2,104,677
Catering/Special	46,000	49,550	35,395	14,155	71%	23,630
Other Food Sales	-	-	-	-		41
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(342)	342		(71)
Sale of Junk	-	-	1,989	(1,989)		-
Other Miscellaneous Local Sources	150,000	150,000	129,036	20,964	86%	131,033
Refund of Prior Year Expense	-	-	-	-		-
Total Local	7,606,000	7,609,550	6,242,374	1,367,176	82%	6,339,314
Total Revenues	36,458,340	36,036,640	30,174,001	5,862,639	84%	29,930,911
EXPENDITURES						
Current:						
Salaries	9,602,000	9,602,000	7,930,998	1,671,002	83%	8,035,794
Employee Benefits	3,701,161	3,701,161	3,519,266	181,895	95%	3,261,179
Purchased Services	865,243	864,882	400,424	464,458	46%	520,393
Energy Services	650,000	650,000	437,166	212,834	67%	505,987
Materials and Supplies	20,481,050	20,686,529	16,516,285	4,170,243	80%	16,178,690
Capital Outlay	940,000	945,558	251,225	694,333	27%	379,476
Other Expenses	1,821,000	1,938,918	1,930,265	8,652	100%	1,751,717
Total Food Service	38,060,454	38,389,048	30,985,630	7,403,417	81%	30,633,236
Total Expenditures	38,060,454	38,389,048	30,985,630	7,403,417	81%	30,633,236
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,602,114)	(2,352,408)	(811,630)	(1,540,778)		(702,325)
OTHER FINANCING SOURCES (USES)						
Other Loss Recovery	-	1,140	1,140	-	100%	-
Transfers Out:						
To General Fund	-	(13,346)	(5,926)	(7,420)	44%	-
	-	-	-	-		-
Total Other Financing Sources (Uses)	-	(12,206)	(4,786)	(7,420)		-
Net Change in Fund Balance	(1,602,114)	(2,364,614)	(816,416)	(1,548,198)		(702,325)
Fund Balance, Beginning	12,588,545	12,588,545	12,588,545	-		14,607,124
Fund Balance, Ending	$ 10,986,431	$ 10,223,931	11,772,129	$ (1,548,198)		13,904,799

Expenditures by Object
Food Service Funds

Materials and Supplies	53.30%	
Salaries	25.60%	
Employee Benefits	11.36%	
Other Expenses	6.23%	
Energy Services	1.41%	
Purchased Services	1.29%	
Capital Outlay	0.81%	
		100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended April 30, 2025

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2024
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	$ -		-
Pell	-	2,349,358	2,312,885	36,473	98%	1,803,720
Miscellaneous Federal Direct	-	305,994	264,209	41,785	86%	769,200
Total Federal Direct	-	2,655,352	2,577,093	78,258	97%	2,572,921
Federal Through State:						
Career and Technical Education	-	1,048,842	586,097	462,745	56%	533,095
Teacher/Principal Training & Recruiting	2,256,044	2,433,472	1,464,775	968,696	60%	1,173,950
Adult Migrant Education	-	237,195	244,207	(7,012)	103%	234,288
Eng Lit and Civics Education	-	117,283	110,264	7,019	94%	87,932
Individuals with Disabilities Education Act	19,190,477	19,308,238	13,149,600	6,158,638	68%	10,205,258
Elementary and Secondary Education Act Title I	13,503,107	18,347,463	13,650,969	4,696,494	74%	12,018,810
Language Instruction Title III	-	1,153,884	922,647	231,237	80%	927,352
Adult General Education	-	742,252	694,825	47,427	94%	606,616
21st Century Schools - Title IV	-	1,375,870	981,675	394,195	71%	977,035
Educational Stabilization Funds - K-12	-	-	14,902,291	(14,902,291)		32,101,841
Educational Stabilization Funds - Workforce		-	(529)	529		182,967
Educational Stabilization Funds - VPK		-	-	-		86,748
Other Federal Through State	-	2,077,031	666,143	1,410,888	32%	350,832
Total Federal Through State	34,949,628	46,841,530	47,372,966	(531,436)	101%	59,486,723
Total Revenues	34,949,628	49,496,882	49,950,059	(453,177)	101%	62,059,643
EXPENDITURES						
Current:						
Instruction	16,943,101	25,948,233	29,580,743	(3,632,510)	114%	34,995,593
Student Support Services	1,188,789	3,614,386	3,460,960	153,426	96%	7,099,288
Instructional Media Services	-	-	-	-		52,000
Instruction and Curriculum Development Services	10,700,171	12,090,222	9,493,168	2,597,054	79%	7,539,082
Instructional Staff Training Services	4,626,843	5,326,802	4,753,055	573,747	89%	5,791,608
Board	-	-	-	-		1,000
Instruction Related Technology	2,456	23,468	119	23,349	1%	4,119
General Administration	1,347,066	1,731,199	2,002,265	(271,066)	116%	2,244,985
School Administration	-	428,324	200,754	227,570	47%	370,560
Facility Acquisition & Construction	-	-	-	-		14,000
Fiscal Services	-	(88,892)	63,784	(152,676)	-72%	191,458
Food Services	-	(3,716)	-	(3,716)	0%	305,930
Central Services	77,000	(9,196)	44,568	(53,764)	-485%	182,137
Student Transportation Services	64,203	350,412	146,845	203,567	42%	360,029
Operation of Plant	-	78,063	192,436	(114,372)	247%	575,965
Maintenance of Plant	-	-	-	-		106,451
Admin Technology Services	-	(1,578)	-	(1,578)	0%	293,636
Community Services	-	9,155	11,363	(2,208)	124%	17,205
Total Expenditures	34,949,628	49,496,882	49,950,059	(453,177)	101%	60,145,047
Excess (Deficiency) of Revenues						
Over (Under) Expenditures	(0)	-	-	(0)		1,914,596
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	-	-	-		(1,314,596)
To Internal Service Fund	-	-	-	-		(600,000)
Total Other Financing Sources (Uses)	-	-	-	-		(1,914,596)
Net Change in Fund Balance	(0)	(0)	-	(0)		(0)
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ (0)	$ (0)	$ -	$ (0)		(0)

*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function
Other Special Revenue Funds

Instruction	59.22%
Instruction and Curriculum Development Services	19.01%
Instructional Staff Training Services	9.52%
Student Support Services	6.93%
General Administration	4.01%
School Administration	0.40%
Operation of Plant	0.39%
Student Transportation Services	0.29%
Fiscal Services	0.13%
Central Services	0.09%
Community Service	0.02%
Instruction Related Technology	0.00%
Instructional Media Services	0.00%
Board	0.00%
Facility Acquisition & Construction	0.00%
Food Services	0.00%
Maintenance of Plant	0.00%
Admin Technology Services	0.00%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Health
For Month Ended April 30, 2025

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2024
REVENUES						
Operating Revenues:						
Premium - Employer	$ 43,648,050	$ 43,648,050	$ 37,362,957	$ 6,285,093	86%	32,447,973
Premium - Employee	14,016,875	14,016,875	11,935,278	2,081,597	85%	10,885,039
Premium - Retiree	1,350,000	1,350,000	975,053	374,947	72%	1,079,139
Premium - Leave/COBRA	390,000	390,000	300,664	89,336	77%	318,279
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	(120,984)	(120,984)	-	100%	-
Total Operating Revenues	59,404,925	59,283,941	50,452,967	8,830,974	85%	44,730,430
Total Revenues	59,404,925	59,283,941	50,452,967	8,830,974	85%	44,730,430
EXPENDITURES						
Operating Expenditures:						
Salaries	576,357	576,401	492,823	83,578	86%	495,939
Employee Benefits	553,471	579,281	307,964	271,317	53%	145,816
Purchased Services	3,037,433	4,396,233	2,658,302	1,737,931	60%	2,617,167
Materials and Supplies	2,500	3,700	3,531	169	95%	2,641
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	22,506	22,506	22,506	-	100%	21,970
Subs for ATD	-	-	-	-		-
Claims Expense - Health	46,675,594	46,555,984	37,568,835	8,987,149	81%	37,172,673
Claims Expense - Prescriptions	10,901,000	11,393,939	9,935,357	1,458,582	87%	9,130,343
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	(1,054,072)	(1,232,693)	178,620	117%	-
Claims Refunds - Prescriptions	-	(826,095)	(935,990)	109,895	113%	(943,743)
Total Other Expenses	57,599,100	56,092,261	45,358,015	10,734,246	81%	45,381,243
.						
Total Expenditures	61,768,861	61,647,877	48,820,636	12,827,241	79%	48,642,807
Operating Income (Loss)	(2,363,936)	(2,363,936)	1,632,332	3,996,267		(3,912,377)
Transfers In:						
From General Fund	-	-	-			-
From Special Revenue	-	-	-	-		600,000
Total Transfers		-	-			600,000
Change in Net Position	(2,363,936)	(2,363,936)	1,632,332	3,996,267		(3,312,377)
Net Position, Beginning	13,363,719	13,363,719	13,363,719	-		12,870,340
Net Position, Ending	$ 10,999,783	$ 10,999,783	14,996,050	3,996,267		9,557,963

Expenditures by Object
Internal Service Funds
Health Insurance

Operating Expenditures:		
Other Expenses	92.91%	*
Purchased Services	5.45%	
Salaries	1.01%	
Employee Benefits	0.63%	
Materials and Supplies	0.01%	
Capital Outlay	0.00%	
		100.00%
*Other Expenses :		
Claims Expense - Health	82.83%	
Claims Expense - Prescriptions	21.90%	
Dues and Fees	0.05%	
Subs for ATD	0.00%	
E&O Claims	0.00%	
Claims Refunds - Health	-2.72%	
Claims Refunds - Prescriptions	-2.06%	
		100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Workers Compensation
For Month Ended April 30, 2025

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2024
REVENUES						
Operating Revenues:						
Premium - Employer	$ 4,600,000	$ 4,600,000	$ 4,090,998	$ 509,002	89%	3,375,092
Total Operating Revenues	4,600,000	4,600,000	4,090,998	509,002	89%	3,375,092
Total Revenues	4,600,000	4,600,000	4,090,998	509,002	89%	3,375,092
EXPENDITURES						
Operating Expenditures:						
Salaries	184,035	184,035	160,072	23,962	87%	156,023
Employee Benefits	72,896	106,830	81,199	25,631	76%	79,004
Purchased Services	-	-	-	-		-
Other Expenses:						
Dues and Fees	388,293	388,173	275,744	112,429	71%	208,924
Claims Expense - Workers' Comp	3,560,212	3,529,896	1,931,481	1,598,415	55%	2,502,892
Claims Refund	-	(3,497)	(47,258)	43,761	1351%	(101,986)
Total Other Expenses	3,948,505	3,914,571	2,159,967	1,754,605	55%	2,609,830
Total Expenditures	4,205,435	4,205,435	2,401,238	1,804,198	57%	2,844,858
Operating Income (Loss)	394,565	394,565	1,689,760	1,295,195		530,234
Change in Net Position	394,565	394,565	1,689,760	1,295,195		530,234
Net Position, Beginning	1,611,743	1,991,038	1,991,038	-		1,565,045
Net Position, Ending	$ 2,006,308	$ 2,385,603	$ 3,680,798	$ 1,295,195		2,095,279

Expenditures by Object
Internal Service Funds
Workers Compensation

Claims Expense - Workers Compensation	80.44%
Dues and Fees	11.48%
Salaries	6.67%
Employee Benefits	3.38%
Purchased Services	0.00%
Claims Refund - Workers Compensation	-1.97%
	100.00%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Trust and Agency Funds
For Month Ended April 30, 2025

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2024
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 229,161	$ 243,076	$ 243,076	$ -	100%	233,787
Total Federal Direct	229,161	243,076	243,076	-	100%	233,787
Local:						
Gifts, Grants, & Bequests	-	28,568	28,568	-	100%	22,087
Financial Aid Fees	260,000	455,588	455,588	-	100%	436,820
Other Student Fees	-	-	-	-		-
Other Miscellaneous Local Sources	320,124	96,026	96,026	-	100%	307,679
Total Local	580,124	580,182	580,182	-	100%	766,585
Total Revenues	809,285	823,258	823,258	-	100%	1,000,372
EXPENDITURES						
Instruction	2,005,374	2,010,779	352,853	1,657,926	18%	657,023
Student Support Services	1,580	5,540	493	5,047	9%	8,422
Instructional & Curriculum Dev	25,428	10,189	2,658	7,531	26%	8
Instructional Staff Training	-	-	-	-		-
General Administration	13,839	16,964	2,125	14,839	13%	-
Food Service	-	100	-	100	0%	-
Central Services	6,374	6,374	1,170	5,204	18%	1,378
Student Transportation	-	7,740	7,740	-	100%	-
Operation of Plant	270	1,653	-	1,653	0%	-
Admin. Technology Services	-	-	-	-		-
Community Services	3,500	11,000	-	11,000	0%	-
Total Expenditures	2,056,365	2,070,339	367,038	1,703,301	18%	666,831
Change in Net Position	(1,247,081)	(1,247,081)	456,220	1,703,301		333,540
Net Position, Beginning	1,247,081	1,247,081	1,247,081	-		1,121,660
Net Position, Ending	$ 0	$ 0	$ 1,703,301	$ 1,703,301		1,455,201

Expenditures by Function
Trust and Agency Funds

Instruction	96.14%	
Student Transportation	2.11%	
Instructional & Curriculum Dev	0.72%	
General Administration	0.58%	
Central Services	0.32%	
Student Support Services	0.13%	
Instructional Staff Training	0.00%	
Food Service	0.00%	
Operation of Plant	0.00%	
Admin. Technology Services	0.00%	
Community Services	0.00%	
		100.00%

AGENDA ITEM NO. 15.2

School Board of Manatee County
June 10, 2025 - Regular Board Meeting and Public Hearing

Title
Year-to-Date Charter School Financial Statement Summary Through April 30, 2025

Executive Summary
Unaudited year-to-date financial statements of the Charter Schools are submitted to the District each month or quarter, depending on each school's reporting requirements. These reports are filed in the District's administrative offices and are available upon request.

The District reviews and summarizes the financial statements; however, cannot certify as to their accuracy. The summary data is provided for information only purposes. Each charter school's Board is responsible for the accuracy of the monthly financial statements submitted to the District.

Note: Annual financial audits are conducted by independent CPAs for each Charter school following the fiscal year end.

Contact
Submitting Department: Business Services
Initiated By: Cathy Miley-Hayden, Finance Director

Attachments:
2024-2025 Charter Schools Financial Report Summary - Consolidated

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2024-25

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
2101 - Manatee School for the Arts & Sciences (2,4)	**School Letter Grade: 2019 C; 2021 none; 2022 C; 2023 C; 2024 D**									
Fund Balance July 1, 2024	**$ 1,182,990.00**	**$ 1,182,990.00**	**$ 1,182,990.00**	**$ 1,095,089.00**	**$ 1,095,089.00**	**$ 1,095,089.00**	**$ 1,095,089.00**	**$ 1,095,089.00**	**$ 1,095,089.00**	**$ 1,095,089.00**
Revenue	85,054.00	215,600.00	326,311.00	476,168.00	599,930.00	713,194.00	909,799.00	1,013,362.00	1,097,911.00	1,032,509.00
Expense	(31,503.00)	(155,365.00)	(283,044.00)	(397,170.00)	(490,564.00)	(621,971.00)	(736,260.00)	(839,364.00)	(927,985.00)	(893,266.00)
Transfers										
Fund Balance, Ending	**$ 1,236,541.00**	**$ 1,243,225.00**	**$ 1,226,257.00**	**$ 1,174,087.00**	**$ 1,204,455.00**	**$ 1,186,312.00**	**$ 1,268,628.00**	**$ 1,269,087.00**	**$ 1,265,015.00**	**$ 1,234,332.00**
Unrestricted/Unassigned General Fund Balance	$ 24,445.00	$ 31,159.00	$ 27,827.00	$ (61,091.00)	$ (57,049.00)	$ 146,613.00	$ 98,867.00	$ 114,839.00	$ 111,202.00	$ 113,232.00
2102 - Team Success* (2)	**School Letter Grade: 2019 A; 2021 None; 2022 B; 2023 B; 2024 C**									
Fund Balance July 1, 2024			**$ 3,471,538.00**			**$ 3,471,538.00**			**$ 3,471,538.00**	
Revenue			3,598,004.00			$ 7,325,599.00			11,760,486.00	
Expense			(4,239,741.00)			(8,099,081.00)			(11,636,974.00)	
Transfers			(481,120.00)			(525,572.00)			(795,894.00)	
Fund Balance, Ending			**$ 2,348,681.00**			**$ 2,172,484.00**			**$ 2,799,156.00**	
Unrestricted/Unassigned General Fund Balance			$ 2,180,412.00			$ 2,004,572.00			$ 2,492,343.00	
2104 - Manatee School for the Arts (2)	**School Letter Grade: 2019 B; 2021 None; 2022 B; 2023 B; 2024 B**									
Fund Balance July 1, 2024	**$ 10,765,785.00**	**$ 10,765,785.00**	**$ 6,118,877.00**	**$ 6,118,877.00**	**$ 6,118,877.00**	**$ 6,118,877.00**	**$ 6,118,877.00**	**$ 6,118,877.00**	**$ 6,118,877.00**	**$ 6,118,877.00**
Revenue	1,757,360.00	3,934,801.00	5,917,344.00	8,104,970.00	10,586,812.00	12,676,568.00	15,266,476.00	$ 16,648,607.00	17,984,762.00	20,591,376.00
Expense	(1,618,107.00)	(3,216,446.00)	(4,560,432.00)	(5,934,974.00)	(7,732,637.00)	(9,571,420.00)	(11,703,257.00)	(13,270,697.00)	(15,008,327.00)	(16,826,089.00)
Transfers		(292,421.00)								
Fund Balance, Ending	**$ 10,905,038.00**	**$ 11,191,719.00**	**$ 7,475,789.00**	**$ 8,288,873.00**	**$ 8,973,052.00**	**$ 9,224,025.00**	**$ 9,682,096.00**	**$ 9,496,787.00**	**$ 9,095,312.00**	**$ 9,884,164.00**
Unrestricted/Unassigned General Fund Balance	$ 10,309,386.00	$ 10,893,893.00	$ 7,475,789.00	$ 8,288,873.00	$ 8,973,052.00	$ 8,955,934.00	$ 8,866,651.00	$ 9,052,252.00	$ 6,570,225.00	$ 6,191,973.00
2120 - Rowlett Middle Academy* (2)	**School Letter Grade: 2019 A; 2021 none; 2022 A; 2023 A; 2024 A**									
Fund Balance July 1, 2024			**$ 422,804.00**			**$ 422,804.00**			**$ 422,804.00**	
Revenue			1,747,298.52			3,639,430.11			5,923,547.00	
Expense			(1,923,121.98)			(3,479,677.17)			(5,378,252.74)	
Transfers			(130,521.17)			(318,460.88)			(429,703.83)	
Fund Balance, Ending	**$ -**	**$ -**	**$ 116,459.37**	**$ -**	**$ -**	**$ 264,096.06**			**$ 538,394.43**	
Unrestricted/Unassigned General Fund Balance			$ 60,809.98			$ 215,360.37			$ 489,658.74	
2121 - Manatee Charter School (2)	**School Letter Grade: 2019 C; 2021 C; 2022 C; 2023 C; 2024 C**									
Fund Balance July 1, 2024	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**
Revenue	502,133.71	1,015,816.42	1,542,977.94	2,079,461.40	2,615,669.12	3,154,052.22	4,009,773.26	4,508,627.80	5,009,566.20	5,511,227.67
Expense	(179,487.51)	(591,717.92)	(960,934.87)	(1,824,940.86)	(2,287,721.02)	(2,778,803.51)	(3,306,536.84)	(3,844,741.04)	(4,379,106.63)	(4,750,272.04)
Transfers	(89,673.96)	(179,347.92)	(269,021.88)	(29,802.67)	(119,476.63)	(190,960.84)	(280,620.22)	(386,524.31)	(476,183.69)	(565,843.07)
Fund Balance, Ending	**$ 436,720.86**	**$ 448,499.20**	**$ 516,769.81**	**$ 428,466.49**	**$ 412,220.09**	**$ 388,036.49**	**$ 626,364.82**	**$ 481,111.07**	**$ 358,024.50**	**$ 398,861.18**
Unrestricted/Unassigned General Fund Balance	$ 362,874.62	$ 386,528.80	456,149.41	$ 362,137.55	$ 351,599.69	$327,416.09	$565,744.42	$416,642.92	$289,519.67	$264,566.78
2122 - Oasis Middle School (2)	**School Letter Grade: 2019 B; 2021 none; 2022 A; 2023 A; 2024 B**									
Fund Balance July 1, 2024	**$ (146,230.00)**	**$ (146,230.00)**	**$ (146,231.00)**	**$ (278,739.00)**	**$ (278,739.00)**	**$ (278,739.00)**	**$ (278,739.00)**	**$ (278,739.00)**	**$ (278,739.00)**	**$ (278,739.00)**
Revenue	59,260.00	178,717.00	247,261.00	307,869.00	393,934.00	457,619.00	529,306.00	570,677.00	647,169.00	726,361.00
Expense	(41,921.00)	(105,746.00)	(168,720.00)	(227,349.00)	(281,690.00)	(340,550.00)	(397,638.00)	(458,186.00)	(522,786.00)	(578,653.00)
Transfers										
Fund Balance, Ending	**$ (128,891.00)**	**$ (73,259.00)**	**$ (67,690.00)**	**$ (198,219.00)**	**$ (166,495.00)**	**$ (161,670.00)**	**$ (147,071.00)**	**$ (166,248.00)**	**$ (154,356.00)**	**$ (131,031.00)**
Unrestricted/Unassigned General Fund Balance	$ (128,891.00)	$ (73,259.00)	$ (67,689.00)	$ (198,218.00)	$ (166,495.00)	$ (161,670.00)	$ (147,071.00)	$ (166,247.00)	$ (154,357.00)	$ (131,031.00)
2123 - Imagine Charter - North Manatee (2)	**School Letter Grade: 2019 C; 2021 B; 2022 C; 2023 B; 2024 C**									
Fund Balance July 1, 2024	**$ 716,217.00**	**$ 716,217.00**	**$ 182,916.00**	**$ 182,916.00**	**$ 182,916.00**	**$ 182,916.00**	**$ 182,916.00**	**$ 182,916.00**	**$ 182,916.00**	**$ 182,916.00**
Revenue	598,373.00	1,377,855.00	2,160,099.00	2,681,972.00	3,306,320.00	4,274,264.00	4,940,639.00	5,838,945.00	5,730,048.00	6,355,428.00
Expense	(632,835.00)	(1,463,851.00)	(2,209,084.00)	(2,983,634.00)	(3,575,769.00)	(4,273,767.00)	(4,937,392.00)	(5,679,800.00)	(6,152,534.00)	(6,725,604.00)
Transfers									789,981.00	904,536.00
Fund Balance, Ending	**$ 681,755.00**	**$ 630,221.00**	**$ 133,931.00**	**$ (118,746.00)**	**$ (86,533.00)**	**$ 183,413.00**	**$ 186,163.00**	**$ 342,061.00**	**$ 550,411.00**	**$ 717,276.00**
Unrestricted/Unassigned General Fund Balance	$ 681,755.00	$ 630,221.00	$ 133,931.00	$ (118,746.00)	$ (86,533.00)	$ 183,413.00	$ 186,163.00	$ 342,061.00	$ 550,411.00	$ 717,276.00
2124 - Imagine Charter- Lakewood Ranch (2, 4)	**School Letter Grade: 2019 B; 2021 none; 2022 C; 2023 B; 2024 C**									
Fund Balance July 1, 2024	**$ 367,344.00**	**$ 367,344.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**	**$ 2,721.00**
Revenue	453,087.00	744,319.00	1,523,818.00	1,806,702.00	2,308,201.00	3,073,340.00	3,539,299.00	4,068,017.00	3,843,635.00	4,314,422.00
Expense	(557,449.00)	(865,765.00)	(1,537,398.00)	(2,035,283.00)	(2,563,027.00)	(3,070,768.00)	(3,529,679.00)	(4,057,025.00)	(3,843,634.00)	(4,314,422.00)
Transfers										
Fund Balance, Ending	**$ 262,982.00**	**$ 245,898.00**	**$ (10,859.00)**	**$ (225,860.00)**	**$ (252,105.00)**	**$ 5,293.00**	**$ 12,341.00**	**$ 13,713.00**	**$ 2,722.00**	**$ 2,721.00**
Unrestricted/Unassigned General Fund Balance	$ 190,033.00	$ 245,898.00	$ (10,859.00)	$ (225,860.00)	$ (252,105.00)	$ 5,293.00	$ 12,341.00	$ 13,714.00	$ 2,721.00	$ 2,721.00
2131 - Palmetto Charter School* (2)	**School Letter Grade: 2019 A; 2021 A; 2022 A; 2023 A; 2024 A**									
Fund Balance July 1, 2024			**$ 1,896,687.00**			**$ 1,896,687.00**			**$ 1,896,687.00**	
Revenue			1,108,230.91			2,389,805.07			3,497,762.25	
Expense			(1,010,676.65)			(2,058,578.38)			(3,038,794.85)	
Transfers										
Fund Balance, Ending			**$ 1,994,241.26**			**$ 2,227,913.69**			**$ 2,355,654.40**	
Unrestricted/Unassigned General Fund Balance			$ 1,994,241.26			$ 2,227,913.69			$ 2,355,654.40	

814

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2024-25

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
2141 - State College of FL Collegiate School* (2)	**School Letter Grade: 2019 A; 2021 A; 2022 A; 2023 A; 2024 A**									
Fund Balance July 1, 2024			**$ 2,734,464.00**			**$ 2,734,464.00**			**$ 2,734,464.00**	
Revenue			1,071,470.00			2,285,990.00			$ 3,469,555.00	
Expense			(653,548.00)			(1,803,292.00)			(3,212,190.00)	
Transfers										
Fund Balance, Ending			**$ 3,152,386.00**			**$ 3,217,162.00**			**$ 2,991,829.00**	
Unrestricted/Unassigned General Fund Balance			$ 3,152,386.00			$ 3,217,162.00			$ 2,991,829.00	
2161 - Visible Men Academy (2)	**School Letter Grade: 2019 B; 2021 none; 2022 F; 2023 C; 2024 C**									
Fund Balance July 1, 2024	**$ 182,837.13**	**$ 182,837.13**	**$ 537,782.13**	**$ 537,782.13**	**$ 537,782.13**	**$ 537,782.13**	**$ 537,782.13**	**$ 537,782.13**	**$ 537,782.13**	**$ 537,782.13**
Revenue	85,008.52	176,834.82	605,446.26	678,341.80	781,034.40	1,075,875.96	1,171,495.53	1,493,762.03	1,646,078.81	2,048,284.97
Expense	(144,367.48)	(301,939.69)	(771,603.87)	(1,199,954.10)	(1,340,558.89)	(1,532,812.55)	(1,724,292.30)	(1,955,544.90)	(2,112,731.76)	(2,336,975.43)
Transfers		7,408.00	11,029.00	7,418.00	18,218.00	21,831.00	48,845.00	50,311.00	51,778.00	53,245.00
Fund Balance, Ending	**$ 123,478.17**	**$ 65,140.26**	**$ 382,653.52**	**$ 23,587.83**	**$ (3,524.36)**	**$ 102,676.54**	**$ 33,830.36**	**$ 126,310.26**	**$ 122,907.18**	**$ 302,336.67**
Unrestricted/Unassigned General Fund Balance	$ 104,183.85	$ 45,845.94	$ 357,359.20	$ (1,706.49)	$ (28,818.68)	$ 60,897.22	$ (7,948.96)	$ 84,530.94	$ 81,127.86	$ 260,557.35
2171 - Rowlett Academy for Arts - Elementary* (2)	**School Letter Grade: 2019 A; 2021 A; 2022 B; 2023 B; 2024 B**									
Fund Balance July 1, 2024			**$ 2,117,523.00**			**$ 2,117,523.00**			**$ 2,117,523.00**	
Revenue			2,401,184.60			5,628,933.64			8,184,922.14	
Expense			(2,595,486.78)			(5,047,359.47)			(7,441,437.80)	
Transfers			(247,257.42)			(385,458.64)			(490,769.57)	
Fund Balance, Ending			**$ 1,675,963.40**			**$ 2,313,638.53**			**$ 2,370,237.77**	
Unrestricted/Unassigned General Fund Balance			$ 1,608,024.28			$ 2,245,699.41			$ 2,302,298.65	
2181 - Parrish Charter Academy (2)	**School Letter Grade: 2021 B; 2022 C; 2023 C; 2024 C**									
Fund Balance July 1, 2024	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**
Revenue	697,832.00	1,423,281.00	2,201,498.00	3,064,305.00	3,967,109.00	4,718,822.00	5,473,599.00	6,310,639.00	7,143,856.00	7,984,752.00
Expense	(964,973.00)	(1,652,104.00)	(2,643,072.00)	(3,406,824.00)	(4,063,578.00)	(4,761,136.00)	(5,583,345.00)	(6,334,819.00)	(7,270,176.00)	(7,978,678.00)
Transfers	41.00	422,108.00	372,027.00	230,313.00	137,101.00	56,647.00	433,713.00	242,024.00	149,381.00	33,671.00
Fund Balance, Ending	**$ 2,420,629.00**	**$ 2,881,014.00**	**$ 2,618,182.00**	**$ 2,575,523.00**	**$ 2,728,361.00**	**$ 2,702,062.00**	**$ 3,011,696.00**	**$ 2,905,573.00**	**$ 2,710,790.00**	**$ 2,727,474.00**
Unrestricted/Unassigned General Fund Balance	$ 1,454,823.00	$ 2,881,014.00	$ 2,613,183.00	$ 2,570,522.00	$ 2,723,361.00	$ 2,697,063.00	$ 3,006,696.00	$ 2,900,574.00	$ 2,705,790.00	$ 2,722,474.00
2182 - Lakewood Ranch Prep Academy (2) Open 22-23	**School Letter Grade: 2023 A; 2024 A**									
Fund Balance July 1, 2024	**$ 370,824.39**	**$ 370,824.39**	**$ 509,530.00**	**$ 509,530.00**	**$ 509,530.00**	**$ 509,530.00**			**$ 509,530.00**	
Revenue	947,490.17	2,451,418.64	3,784,665.73	5,282,215.18	7,113,408.46	8,735,310.10			12,808,619.25	
Expense	(565,224.50)	(1,612,538.38)	(2,670,370.66)	(3,771,125.49)	(5,205,524.15)	(5,999,460.94)			(9,145,616.50)	
Transfers	(378,179.62)	(756,359.23)	(1,190,383.84)	(1,587,178.46)	(1,983,973.08)	(2,380,767.70)			(3,545,038.65)	
Fund Balance, Ending	**$ 374,910.44**	**$ 453,345.42**	**$ 433,441.23**	**$ 433,441.23**	**$ 433,441.23**	**$ 864,611.46**			**$ 627,494.10**	
Unrestricted/Unassigned General Fund Balance	$ 17,606.74	$0.00	$0.00	$ 433,441.23	$0.00	**$ 431,161.23**			**$ 139,103.94**	
2192 Hola! At MSA (2,4) Open 23-24	**School Letter Grade: 2024 C**									
Fund Balance July 1, 2024	**$ 9,396.00**	**$ 9,396.00**	**$ (930,510.00)**	**$ (930,510.00)**	**$ (930,510.00)**	**$ (930,510.00)**	**$ (930,510.00)**	**$ (930,510.00)**	**$ (930,510.00)**	**$ (930,510.00)**
Revenue	344,606.00	768,847.00	1,205,357.00	2,509,992.00	2,959,167.00	4,246,936.00	3,828,851.00	4,279,814.00	4,925,327.00	5,264,575.00
Expense	(317,501.00)	(721,069.00)	(1,188,025.00)	(1,570,060.00)	(1,963,398.00)	(2,352,960.00)	(2,732,264.00)	(3,006,352.00)	(3,697,170.00)	(3,920,724.00)
Transfers										
Fund Balance, Ending	**$ 36,501.00**	**$ 57,174.00**	**$ (913,178.00)**	**$ 9,422.00**	**$ 65,259.00**	**$ 963,466.00**	**$ 166,077.00**	**$ 342,952.00**	**$ 297,647.00**	**$ 413,341.00**
Unrestricted/Unassigned General Fund Balance	$ 21,515.00	$ 50,775.00	$ (913,178.00)	$ 9,422.00	$ 65,259.00	$ 963,466.00	$ 166,077.00	$ 342,952.00	$ 297,647.00	$ 397,514.00
2191 ALS dba Bradenton Bay Charter Open 24-25	**School Letter Grade:**									
Fund Balance July 1, 2024	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenue	78,853.00	315,299.00	444,031.00	579,145.00	691,082.00	800,373.00	953,332.00	1,113,963.00	1,289,324.00	1,441,457.00
Expense	(76,487.00)	(227,890.00)	(340,511.00)	(485,397.00)	(660,034.00)	(775,406.00)	(932,888.00)	(1,111,822.00)	(1,274,435.00)	(1,434,159.00)
Transfers		(185,216.00)	(185,216.00)	(280,770.00)						
Fund Balance, Ending	**$ 2,366.00**	**$ (97,807.00)**	**$ (81,696.00)**	**$ (187,022.00)**	**$ 31,048.00**	**$ 24,967.00**	**$ 20,444.00**	**$ 2,141.00**	**$ 14,889.00**	**$ 7,298.00**
Unrestricted/Unassigned General Fund Balance	$ 2,366.00	$ (97,807.00)	$ (81,696.00)	$ (187,022.00)	$ 31,048.00	$ 24,967.00	$ 20,444.00	$ 2,141.00	$ 14,889.00	$ 7,298.00

***Quarterly Reports/High Performing**

(1)Adjusted Charter school beginning fund balance to properly reflect the unaudited beginning fund balance as of 7/1/2024.
(2) Adjusted Charter school beginning fund balance to properly reflect the Audited Ending fund balance 6/30/24.
(3) Financial Statements need to be provided.
(4) Corrected Financials

* 2020 No School Grades; 2021 School Grades Opt-in only, 2023 Informational Baseline School Grades.
NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to Florida Department of Education.