Agenda

May 9, 2023
School Board of Manatee County
Regular Board Meeting - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION | Regie Goff

4. PLEDGE OF ALLEGIANCE

5. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Charter School Financial Statement Summary Through March 31, 2023
2. Year-to-Date Financial Statements Through March 31, 2023
3. Leaves for May 9, 2023
4. Quarterly ESSER Report for Period Ending March 31, 2023

6. APPROVAL OF THE AGENDA

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the April 25, 2023 School Board Meeting, and April 28, 2023 School Board Workshop

8. STUDENT CELEBRATIONS

1. High School Juniors Named Sunshine Scholars

9. RECOGNITIONS

1. Good News Moment

10. PUBLIC COMMENTS (UP TO 30 MINUTES)

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

involving individual students. Because of privacy concerns, such issues should be submitted in writing to the Superintendent for appropriate handling. Each speaker is allowed three minutes to address the Board. Speakers must stand at the podium and not approach the dais.

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

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

11. CONSENT ITEMS

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

1. Approval of the Renewal Agreement Between the School Board of Manatee County and Glori Enzor, DDS, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
2. Approval of the Renewal Agreement Between the School Board of Manatee County and Tinsworth Orthodontics for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
3. Approval of the Renewal Agreement Between the School Board of Manatee County and Above & Beyond Orthodontics for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
4. Approval of the Renewal Agreement Between the School Board of Manatee County and Rubino Dental, LLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
5. Approval of the Renewal Agreement Between the School Board of Manatee County and Susan J. Souffront, DDS, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
6. Approval of the Continued Purchase of Adobe Creative Cloud Enterprise Licenses, SDMC No. 24-0007-RG, Renewal, Estimated in the Amount of $85,000.00 Annually
7. Approval of the Use of School District of Osceola County's Bid on Automobile & Light Duty Truck Parts Catalog Discount, SDMC No. 23-0114-BS, Estimated in the Amount of $100,000.00 Annually
8. Approval of Sole Source to Purchase BadgePass ID Card Machines, Supplies, Software/Subscription Licensing, and Service, SDMC No. 24-0004-KD, Continued Procurement of Products and Services, Estimated in the Amount of $75,000.00 Annually

9. Approval of Sole Source to Purchase Apple Products and Services, SDMC No. 24-0005-KD, Continued Procurement of Products and Services, Estimated in the Amount of $250,000.00 Annually
10. Approval of Request to Declare Surplus and Dispose of District Vehicles
11. Approval to Renew Student Accident Insurance & Ancillary Student Accident Insurance, SDMC No. 24-0009-RG, Estimated in the Amount of $137,000.00
12. Approval to Purchase and Continue Legal Services for Fiscal Year 2023-2024 from Rob Robinson Attorney, PA, SDMC No. 24-0012-RG, Estimated in the Amount of $90,000.00
13. Approval to Purchase and Continue Legal Services for Fiscal Year 2023-2024 from Johnson Jackson LLC, SDMC No. 24-0012-RG, Estimated in the Amount of $200,000.00
14. Approval to Purchase and Continue Legal Services for Fiscal Year 2023-2024 from Blalock Walters, PA, SDMC No. 24-0012-RG, Estimated in the Amount of $10,000.00
15. Approval to Purchase Ellevation and Strategies Software and Services, SDMC No. 24-0018-BS, Continued Procurement with Vendor, Estimated in the Amount of $170,000.00
16. Approval of Contracts with Virtual School Providers, SDMC No. 24-0013-BS, Continued Procurement for Services, Estimated in the Amount of $250,000.00
17. Approval of Purchase(s) of Testing Materials and Advanced Placement Testing Materials, SDMC NO. 24-0019-BS, Estimated in the Amount of $850,000.00
18. Approval to Purchase Instructional Materials, Textbooks, Curriculum Software and Associated Professional Development from Florida School Book Depository, Direct from Publishers and Exempt Vendors, SDMC No. 24-0008-BS, Estimated in the Amount of $2,000,000.00
19. Approval to Purchase Software Licenses and Training from Lazel Learning, SDMC No. 24-0021-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00
20. Approval to Purchase Acaletics Materials and Professional Development Services, SDMC No. 24-0025-BS, Continued Procurement with Vendor, Estimated in the Amount of $1,500,000.00
21. Approval to Purchase DreamBox Software and Services, SDMC No. 24-0023-BS, Continued Procurement with Vendor, Estimated in the Amount of $70,000.00
22. Approval to Purchase Cengage Learning Time Zones Starter Combo, SDMC No. 24-0024-BS, Estimated in the Amount of $70,000.00
23. Approval to Purchase Literacy Solutions Subscription, SDMC No. 24-0029-BS, Continued Procurement with Vendor, Estimated in the Amount of $64,000.00
24. Approval to Purchase Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words (SIPPS) Materials and Services, SDMC No. 24-0030-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00
25. Approval to Purchase Lexia Learning Systems, SDMC No. 24-0028-BS, Continued Procurement with Vendor, Estimated in the Amount of $250,000.00
26. Approval to Purchase Local Advertising and Publications, SDMC No. 24-0006-KD, Continued Procurement of Commodity, Estimated in the Amount of $120,000.00
27. Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2023-2024 School Year

28. Approval of Southeast High School - New Science Building - Change Order 3 - Agreement Between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, Reduction in the Amount of $285,942.54
29. Approval of Sole Source to Purchase Precision Concrete Cutting, SDMC No. 24-0015-MR, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00
30. Approval of the Use of the School Board of Sarasota County Bid on Moving Services for Relocatable Building, SDMC No. 23-0115-MR, Continued Procurement with Vendor, Estimated in the Amount of $450,000.00
31. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
32. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
33. Approval of Matzke Transportation Building #6 - Office Renovation - Substantial Completion, No Financial Impact
34. Approval of the Revision of the Job Description of Procurement Specialist
35. Approval of MCR Health Facility at Daughtrey Elementary School - Agreement Between Owner and NDC Construction Company, in the amount of $633,600.00

12. PUBLIC HEARING

1. Public Hearing for Consideration to Amend School Board Policies
2. Approval to Amend School Board Policies

13. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

14. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

15. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval to Apply for a Students with Unique Abilities (SUA) Program for Manatee Technical College (MTC) with the Florida Postsecondary Comprehensive Transitions Program (FPCTP), No Financial Impact.
2. Approval of the Budget Amendments for March 2023

16. WORKSHOP ITEM REQUESTS

17. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
May 9, 2023 - Regular Board Meeting

Title
Year-to-Date Charter School Financial Statement Summary Through March 31, 2023

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

Attachments:
Charter Schools Financial Rpt Summary 2022-2023 - Consolidated (002)

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2022-23

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2101 - Manatee School for the Arts & Sciences												
Fund Balance July 1, 2022	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00			
Revenue	66,788.00	165,986.00	352,139.00	352,139.00	465,406.95	582,669.60	707,063.98	811,810.74	919,441.68			
Expense	(15,619.00)	(135,248.00)	(380,084.00)	(380,084.00)	(545,761.13)	(647,251.02)	(716,213.72)	(799,871.78)	(908,560.22)			
Transfers						48,104.00						
Fund Balance, Ending	$ 1,268,621.00	$ 1,248,190.00	$ 1,189,507.00	$ 1,189,507.00	$ 1,137,097.82	$ 1,200,974.58	$ 1,208,302.26	$ 1,229,390.96	$ 1,228,333.46			
2102 - Team Success*												
Fund Balance July 1, 2022	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00			
Revenue	-		2,613,802.00			$ 5,707,286.00			8,426,423.00			
Expense	-		(2,733,886.00)			(4,981,418.00)			(7,432,315.00)			
Transfers	-		(326,986.00)			(446,730.00)			(1,279,167.00)			
Fund Balance, Ending	$ -	$ -	$ 2,636,415.00	$ -	$ -	$ 3,362,623.00			$ 2,798,426.00			
2104 - Manatee School for the Arts												
Fund Balance July 1, 2022	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00			
Revenue	1,187,447.00	2,709,960.00	4,264,840.00	5,809,782.00	7,587,627.00	9,051,567.00	10,527,387.00	$ 12,011,530.00	13,574,470.00			
Expense	(514,140.00)	(1,868,338.00)	(3,455,079.00)	(4,780,437.00)	(6,324,089.00)	(7,599,010.00)	(8,855,680.00)	(10,136,846.00)	(11,511,516.00)			
Transfers												
Fund Balance, Ending	$ 7,021,495.00	$ 7,189,810.00	$ 7,157,949.00	$ 7,377,533.00	$ 7,611,726.00	$ 7,800,745.00	$ 8,019,895.00	$ 8,222,872.00	$ 8,411,142.00			
2120 - Rowlett Middle Academy*												
Fund Balance July 1, 2022	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00			
Revenue	530,790.97	1,140,666.38	1,677,650.61			3,827,206.64		4,586,878.52	5,089,126.84			
Expense	(644,383.59)	(1,195,471.61)	(1,686,630.77)			(3,409,166.58)		(3,872,686.12)	(4,393,301.75)			
Transfers	(180,814.53)	(194,267.60)	(180,814.53)			(356,303.72)		(572,133.01)	(620,269.61)			
Fund Balance, Ending	$ (246,462.15)	$ (201,127.83)	$ (141,849.69)	$ 47,945.00	$ 47,945.00	$ 109,681.34		$ 190,004.39	$ 123,500.48			
2121 - Manatee Charter School												
Fund Balance July 1, 2022	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00			
Revenue	319,261.60	839,694.36	1,400,934.77	1,753,236.59	2,236,372.60	2,783,964.72	3,201,013.90	3,610,915.38	3,939,696.77			
Expense	(175,265.37)	(572,578.14)	(968,501.68)	(1,317,556.33)	(1,724,901.61)	(2,182,382.27)	(2,509,194.98)	(2,828,859.83)	(3,069,716.55)			
Transfers	(90,946.97)	(181,893.94)	(272,840.91)	(363,787.88)	(454,734.85)	(545,681.82)	(631,740.73)	(722,812.70)	(813,884.67)			
Fund Balance, Ending	$ 96,087.26	$ 128,260.28	$ 202,630.18	$ 114,930.38	$ 99,774.14	$ 98,938.63	$ 103,116.19	$ 102,280.85	$ 99,133.55			
2122 - Oasis Middle School												
Fund Balance July 1, 2022	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00			
Revenue	44,022.00	103,443.00	145,142.00	182,539.00	231,460.00	269,160.00	325,630.00	464,422.00	562,987.00			
Expense	(59,996.00)	(134,445.00)	(224,666.00)	(293,470.00)	(375,608.00)	(440,035.00)	(509,695.00)	(580,207.00)	(671,614.00)			
Transfers												
Fund Balance, Ending	$ 248,915.00	$ 233,887.00	$ 185,365.00	$ 153,958.00	$ 120,741.00	$ 94,014.00	$ 80,824.00	$ 149,104.00	$ 156,262.00			
2123 - Imagine Charter - North Manatee												
Fund Balance July 1, 2022	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41			
Revenue	474,487.34	935,992.80	1,497,792.68	2,003,261.79	2,602,376.05	3,102,685.45	3,604,179.64	4,112,183.48	4,639,401.89			
Expense	(176,933.59)	(680,714.33)	(1,158,850.93)	(1,769,098.75)	(2,092,908.57)	(2,724,754.39)	(3,439,029.28)	(3,902,740.15)	(4,345,525.56)			
Transfers	(65,627.09)	(302,194.53)	(317,616.66)	(572,368.95)	(413,663.53)	(255,950.67)	(124,774.01)	(461,726.84)	(418,847.75)			
Fund Balance, Ending	$ 1,586,549.07	$ 1,307,706.35	$ 1,375,947.50	$ 1,016,416.50	$ 1,450,426.36	$ 1,476,602.80	$ 1,394,998.76	$ 1,102,338.90	$ 1,229,650.99			
2124 - Imagine Charter- Lakewood Ranch												
Fund Balance July 1, 2022	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00			
Revenue	380,058.01	753,790.03	1,369,166.33	1,369,166.33	2,388,962.34	2,774,888.86	3,184,031.58	3,638,536.92	4,027,095.65			
Expense	(273,254.49)	(690,051.47)	(1,085,020.72)	(1,085,020.72)	(2,031,570.14)	(2,583,562.18)	(2,924,180.95)	(3,338,738.43)	(3,666,813.27)			
Transfers	(4,221.87)	38,120.26	57,257.39	57,257.39	49,610.30	80,688.32	4,785.70	98,368.34	(29,867.94)			
Fund Balance, Ending	$ 113,988.65	$ 113,265.82	$ 352,810.00	$ 352,810.00	$ 418,409.50	$ 283,422.00	$ 276,043.33	$ 409,573.83	$ 341,821.44			
2131 - Palmetto Charter School*												
Fund Balance July 1, 2022	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00			
Revenue	-	-	1,486,060.54			3,018,263.93			4,405,752.34			
Expense	-	-	(1,403,226.72)			(2,662,171.09)			(3,990,729.87)			
Transfers												
Fund Balance, Ending	$ -	$ -	$ 1,035,725.82	$ -	$ -	$ 1,308,984.84			$ 1,367,914.47			
2141 - State College of FL Collegiate School*												
Fund Balance July 1, 2022	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00			
Revenue	-		942,675.00			2,022,080.00			$ 3,118,009.00			
Expense	-		(613,847.00)			(1,535,316.00)			(2,737,332.00)			
Transfers	-											
Fund Balance, Ending	$ -	$ -	$ 2,362,192.00	$ -	$ -	$ 2,520,128.00			$ 2,414,041.00			
2161 - Visible Men Academy												
Fund Balance July 1, 2022	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49			
Revenue	79,108.08	156,239.67	254,270.38	344,859.12	438,986.07	542,034.89	665,630.09	764,183.53	821,908.37			
Expense	(124,742.40)	(286,130.67)	(417,583.67)	(596,016.85)	(748,926.71)	(873,382.55)	(1,036,688.46)	(1,187,181.82)	(1,290,610.09)			
Transfers												
Fund Balance, Ending	$ 748,602.17	$ 664,345.49	$ 630,923.20	$ 543,078.76	$ 484,295.85	$ 462,888.83	$ 423,178.12	$ 371,238.20	$ 325,534.77			
2171 - Rowlett Academy for Arts - Elementary*												
Fund Balance July 1, 2022	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00			
Revenue			2,128,429.19			4,501,746.82			6,673,620.30			
Expense			(2,236,492.83)			(4,550,482.70)			(6,690,703.19)			
Transfers			(124,066.69)			(333,967.96)			77,726.27			
Fund Balance, Ending	$ -	$ -	$ 857,439.67	$ -	-	$ 706,866.16			$ 1,150,213.38			
2181 - Parrish Charter Academy												
Fund Balance July 1, 2022	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00			
Revenue	390,603.00	438,035.00	1,317,780.00	1,784,265.00	2,722,607.00	3,233,397.00	3,653,365.00	4,078,862.00	4,511,116.00			
Expense	(483,597.00)	(463,719.00)	(1,344,006.00)	(1,817,698.00)	(2,596,971.00)	(3,080,886.00)	(4,294,024.00)	(4,784,134.00)	(5,582,103.00)			
Transfers	(226.00)	5,531.00	(19,915.00)	9,888.00	24,802.00	37,024.00	31,635.00	37,132.00	37,368.00			
Fund Balance, Ending	$ 865,049.00	$ 938,116.00	$ 912,128.00	$ 934,724.00	$ 1,108,707.00	$ 1,147,804.00	$ 349,245.00	$ 290,129.00	$ (75,350.00)			
2182 - Lakewood Ranch Preparatory Academy												
Fund Balance July 1, 2022	$ -	$ -	$ -	$ -	$ -	$ -						
Revenue	402,208.80	1,676,682.78	2,614,576.30	2,951,314.00	3,747,924.79	4,525,126.44	5,237,705.87	6,072,393.40	6,637,496.49			
Expense	(400,639.93)	(908,629.77)	(2,173,025.37)	(2,635,627.00)	(3,455,018.32)	(4,231,068.48)	(4,938,590.45)	(5,773,411.20)	(6,342,460.54)			
Transfers												
Fund Balance, Ending	$ 1,568.87	$ 768,053.01	$ 441,550.93	$ 315,687.00	$ 292,906.47	$ 294,057.96	$ 299,115.42	$ 298,982.20	$ 295,035.95			

***Quarterly Reports/High Performing**

NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to the Florida Department of Education.
Rowlett Middle Academy recorded beginning balance without Audit adjustment - made correction in December 2022

AGENDA ITEM NO. 5.2

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Year-to-Date Financial Statements Through March 31, 2023

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

General Fund - Revenues exceeded expenditures and transfers by approximately $88.1 million through the month of March 2023. Revenues have increased 12.3% and expenditures increased 5.5% over March 2022.

The beginning unassigned fund balance as of July 1, 2022, was $31.4 million. The District's unassigned fund balance is projected to be a positive $46.4 million by June 30, 2023.

Internal Service Funds - Expenditures exceeded revenues by $4.3 million through the month of March 2023.

Health Insurance Fund - Expenses exceeded revenues by approximately $4.5 million for the month of March, resulting in an ending net position of $4 million at the end of March 2023.

Workers Compensation Fund - Revenues exceeded expenditures by approximately $156,838 for the month of March, resulting in an ending net position of $2.4 million at the end of March 2023. Expenditures are in line with prior year claims and amounts budgeted through March 2023.

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

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

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

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
Bank Rec Certification - March 2023
FS March 2023

SCHOOL DISTRICT OF MANATEE COUNTY

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Cynthia Saunders

MEMORANDUM

DATE: April 20, 2023

TO: Cynthia Saunders, Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services

SUBJECT: Certification of Monthly Bank Reconciliation (3/31/2023)

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

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the March 31, 2023 book-to-bank reconciliation has been completed, with $0 variance.

P.O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue West
Bradenton, FL 34205
941.708.8770
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THE SCHOOL DISTRICT OF MANATEE COUNTY

YEAR TO DATE FINANCIAL REPORT

THROUGH THE

PERIOD ENDING MARCH 31, 2023

(UNAUDITED)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
March 31, 2023

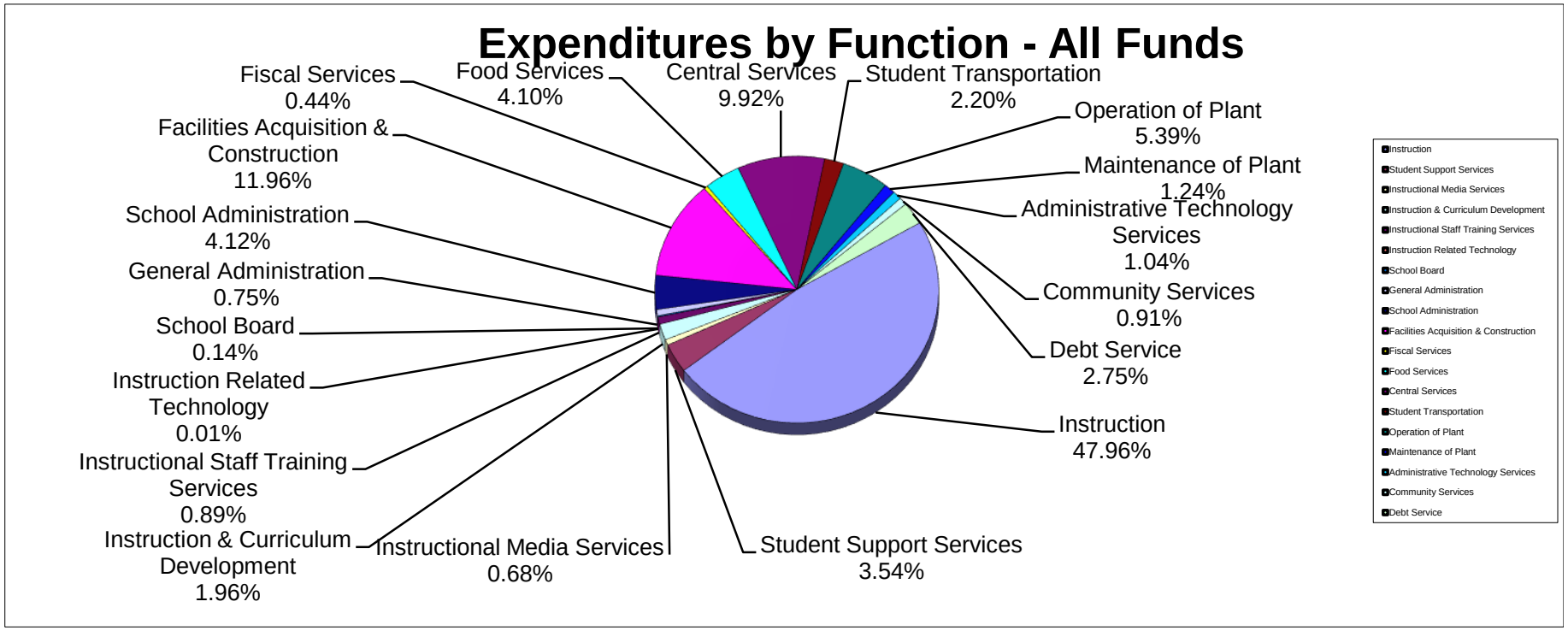
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total March 2023	Total March 2022
Assets									
Current Assets									
Cash	$ 210,933,849	$ 13,503,413	$ 171,580,994	$ 18,904,307	$ -	$ 20,133,156	$ 1,114,761	$ 436,170,480	$ 283,419,359
Taxes Receivable	-	-	-	-	-	-	-	$ -	$ -
Accounts Receivable	1,202,981	-	-	-	398	4,916	55,557	1,263,852	703,069
Due From/(To)	14,283,545	(799,905)	-	(7,293,122)	(6,190,518)	-		-	-
Inventory	644,588	-	-	434,766		-	-	1,079,354	963,221
Investments		44,567	-	-	-	-	-	44,567	53,101
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	150,510	-	2,131,273	2,392,308	7,660,040	-	51,167	12,385,298	18,742,017
Total Assets	**$ 227,215,473**	**$ 12,748,075**	**$ 173,712,267**	**$ 14,438,259**	**$ 1,469,920**	**$ 20,138,072**	**$ 1,221,485**	**$ 450,943,551**	**$ 303,880,767**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	28,716,756	-	-	-	-	-	-	28,716,756	20,858,042
Payroll Deductions & WH	8,838,005	-	-	-	-	-	-	8,838,005	8,346,781
Accounts Payable	1,157,129	-	499,648	469,020	732,921	702,946	715	3,562,379	10,080,928
Construction Payable	5,800	-	729,339	-	-	-	-	735,139	280,334
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	4,136	-	-	-	-	-	-	4,136	-
Estimated Unpaid Claims	-	-	-	-	-	13,035,286	-	13,035,286	9,968,847
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	-
Unearned Revenue		-	-	-	-	-	-	-	902
Deferred Revenue	49,993,055	-	1,562	93,137	736,999	-	-	50,824,753	35,709
Total Liabilities	88,714,881	-	1,230,549	562,157	1,469,920	13,738,232	715	105,716,454	49,571,543
Fund Balances									
Revenues Over (Under) Expenditures	88,112,256	858,806	47,235,734	1,104,977	-	(4,310,900)	275,614	133,276,487	84,709,228
Nonspendable									
Inventories	691,636	-	-	434,766	-	-	-	1,126,402	1,243,659
Restricted									
State Required Carryover	836,354	-	-	-	-	-	-	836,354	1,053,168
Food Services	-	-	-	12,336,359	-	-	-	12,336,359	6,535,010
Debt Service	-	11,889,269	-	-	-	-	-	11,889,269	12,202,979
Capital Projects	-	-	125,245,984	-	-	-	-	125,245,984	93,921,482
Other Purposes	6,105,020	-	-	-	-	10,710,740	945,156	17,760,916	25,966,496
Assigned									
Encumbrances	1,192,246	-	-	-	-	-	-	1,192,246	1,066,290
School and Local Programs	5,298,852	-	-	-	-	-	-	5,298,852	3,851,264
Unassigned	36,264,228	-	-	-	-	-	-	36,264,228	23,759,648
Total Fund Balances	138,500,592	12,748,075	172,481,718	13,876,102	-	6,399,840	1,220,770	345,227,097	254,309,224
Total Liabilities & Fund Balances	**$ 227,215,473**	**$ 12,748,075**	**$ 173,712,267**	**$ 14,438,259**	**$ 1,469,920**	**$ 20,138,072**	**$ 1,221,485**	**$ 450,943,551**	**$ 303,880,767**

*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 March 31, 2023

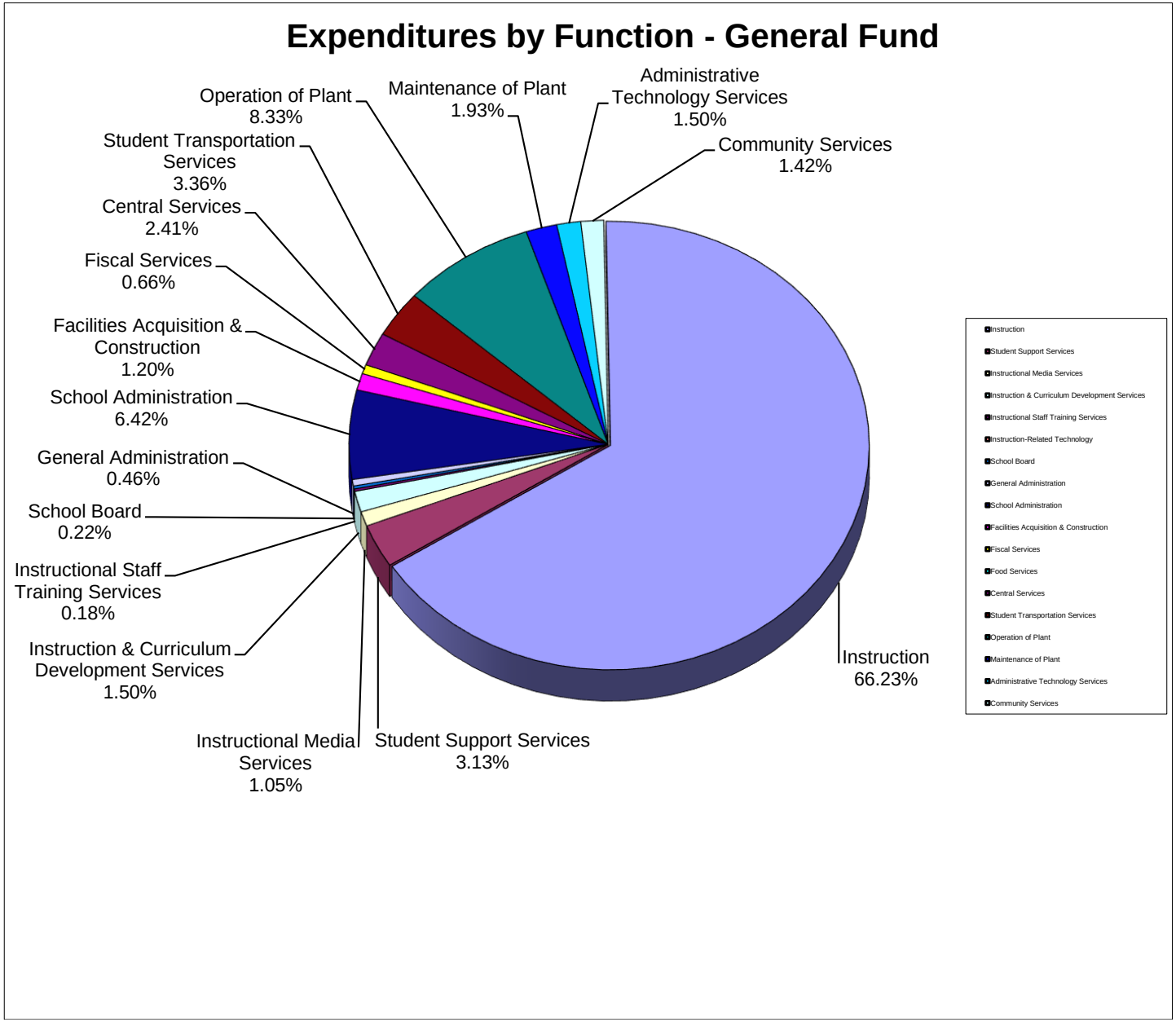
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total March 2023	Total March 2022
REVENUES									
Federal Direct	$ 496,712	$ 474,310	$ -	$ -	$ 2,263,212	$ -	$ 217,048	$ 3,451,282	$ 4,171,840
Federal Through State	1,520,252	-	-	20,372,025	61,625,337	-	-	83,517,614	75,900,406
State	139,357,685	-	6,366,971	155,054	-	-	-	145,879,710	144,472,501
Local	295,034,445	291,231	136,658,175	4,720,616	-	37,859,141	546,134	475,109,742	402,069,821
Total Revenues	436,409,094	765,541	143,025,146	25,247,695	63,888,549	37,859,141	763,182	707,958,348	626,614,568
EXPENDITURES									
Instruction	250,566,304	-	-	-	31,454,808	-	463,584	282,484,696	261,238,464
Student Support Services	11,847,999	-	-	-	8,984,888	-	18,526	20,851,413	20,820,383
Instructional Media Services	3,989,391	-	-	-	-	-	2,532	3,991,923	3,887,910
Instruction & Curriculum Development	5,668,330	-	-	-	5,861,958	-	1,024	11,531,312	10,414,487
Instructional Staff Training Services	679,305	-	-	-	4,549,994	-	-	5,229,299	5,025,275
Instruction Related Technology	(13)	-	-	-	55,341	-	-	55,328	169,657
School Board	824,937	-	-	-	-	-	-	824,937	1,172,573
General Administration	1,754,272	-	-	-	2,652,921	-	1,902	4,409,095	3,576,776
School Administration	24,274,255	-	-	-	18,434	-	-	24,292,689	24,594,456
Facilities Acquisition & Construction	4,543,567	-	65,911,386	-	-	-	-	70,454,953	62,914,127
Fiscal Services	2,507,375	-	-	-	86,241	-	-	2,593,616	2,169,958
Food Services	-	-	-	24,142,718	-	-	-	24,142,718	22,126,273
Central Services	9,122,273	-	-	-	43,121	49,270,041	-	58,435,435	49,867,679
Student Transportation	12,702,944	-	-	-	244,826	-	-	12,947,770	12,307,206
Operation of Plant	31,513,590	-	-	-	233,178	-	-	31,746,768	28,705,006
Maintenance of Plant	7,317,668	-	-	-	692	-	-	7,318,360	7,026,125
Administrative Technology Services	5,667,426	-	-	-	429,193	-	-	6,096,619	5,996,829
Community Services	5,371,684	-	-	-	2,460	-	-	5,374,144	4,508,870
Debt Service	24,368	14,514,051	1,634,229	-	-	-	-	16,172,648	16,483,851
Total Expenditures	378,375,675	14,514,051	67,545,615	24,142,718	54,618,055	49,270,041	487,568	588,953,723	543,005,905
Excess (Deficiency) of Revenue Over (Under) Expenditures	58,033,419	(13,748,510)	75,479,531	1,104,977	9,270,494	(11,410,900)	275,614	119,004,625	83,608,663
Other Financing Sources (Uses)									
Other Financing Sources	14,100,000	-	171,862	-	-	-	-	14,271,862	1,100,565
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	16,861,226	14,607,316	882,389	-	-	7,100,000	-	39,450,931	33,925,439
Transfers Out	(882,389)	-	(29,298,048)	-	(9,270,494)	-	-	(39,450,931)	(33,925,439)
Total Other Financing Sources (Uses)	30,078,837	14,607,316	(28,243,797)	-	(9,270,494)	7,100,000	-	14,271,862	1,100,565
Net Change in Fund Balance	88,112,256	858,806	47,235,734	1,104,977	-	(4,310,900)	275,614	133,276,487	84,709,228
Fund Balances, Beginning	50,388,336	11,889,269	125,245,984	12,771,125	-	10,710,740	945,156	211,950,610	169,599,996
Fund Balances, Ending	$ 138,500,592	$ 12,748,075	$ 172,481,718	$ 13,876,102	$ -	$ 6,399,840	$ 1,220,770	$ 345,227,097	$ 254,309,224

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


Expenditures by Function - All Funds
Fiscal Services 0.44%
Food Services 4.10%
Central Services 9.92%
Student Transportation 2.20%
Operation of Plant 5.39%
Facilities Acquisition & Construction 11.96%
Maintenance of Plant 1.24%
School Administration 4.12%
Administrative Technology Services 1.04%
General Administration 0.75%
Community Services 0.91%
School Board 0.14%
Debt Service 2.75%
Instruction Related Technology 0.01%
Instruction 47.96%
Instructional Staff Training Services 0.89%
Instruction & Curriculum Development 1.96%
Instructional Media Services 0.68%
Student Support Services 3.54%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development
Instructional Staff Training Services
Instruction Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services
Debt Service

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ended March 31, 2023

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual March 2022
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 673,800	$ 673,800	$ 496,712	$ (177,088)	74%	$ 473,226
Miscellaneous Federal Direct	4,395	4,395	-	(4,395)	0%	29,393
Total Federal Direct	678,195	678,195	496,712	(181,483)	73%	502,619
Federal Through State:						
Vocational Education Act	-	22,000	11,000	(11,000)	50%	-
Medicaid	1,300,000	800,000	565,594	(234,406)	71%	659,084
Individuals with Disabilities	-	299,375	227,226	(72,149)	76%	44,735
Educational Stabilization K-12	-	-	-	-		(10,990)
Educational Stabilization Workforce	-	436,000	-	(436,000)	0%	-
Educational Stabilization VPK	-	-	247,500	247,500		412,614
Miscellaneous Federal Through State	-	1,987,276	468,932	(1,518,344)	24%	-
Total Federal Through State	1,300,000	3,544,651	1,520,252	(2,024,399)	43%	1,105,443
State:						
Florida Education Finance Program (FEFP)	138,320,516	117,392,758	88,497,434	(28,895,324)	75%	91,871,334
Workforce Development	9,687,398	9,687,398	7,265,556	(2,421,842)	75%	7,095,917
Workforce Education Performance Incentive	355,000	203,587	203,587	-	100%	184,216
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000)	0%	-
State License Tax	340,481	340,481	266,177	(74,304)	78%	259,870
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	50,982,207	51,015,963	38,253,534	(12,762,429)	75%	37,363,971
Florida School Recognition Funds	-	2,619,231	2,619,231	-	100%	-
Voluntary Prekindergarten Program	1,850,000	1,850,000	1,775,109	(74,891)	96%	1,249,587
Other Miscellaneous State Revenue	50,240	546,243	477,057	(69,186)	87%	1,004,177
Total State	201,613,842	183,683,661	139,357,685	(44,325,976)	76%	139,029,072
Local:						
District School Taxes	289,112,841	289,112,841	273,025,672	(16,087,169)	94%	233,456,334
Lease Revenue	100,000	141,305	141,305	-	100%	84,246
Interest on Investments	375,825	6,226,616	6,226,616	-	100%	136,342
Student and Adult a la Carte	-	-	-	-		96,098
Catering/Specials	-	-	-	-		3,776
Net Increase (Decrease) in Fair Value	-	53	53	-	100%	(106,165)
Gifts, Grants and Bequests	-	1,500	1,500	-	100%	950
Vending Sales	-	-	22	22		-
Student Fees:						
Adult Gen Ed Course Fees	-	103,460	103,460	-	100%	40,993
Post Secondary Vocational Ed Course Fees	3,066,324	1,999,751	1,848,011	(151,740)	92%	2,121,985
Continuing Workforce Education Course Fees	175,000	127,363	73,461	(53,902)	58%	101,007
Capital Improvement Fees	128,130	138,595	136,311	(2,284)	98%	134,307
Post Secondary Lab Fees	-	972,644	954,523	(18,121)	98%	993,589
Lifelong Learning Fees	-	2,170	2,170	-	100%	5,050
GED Testing Fees	-	6,704	6,704	-	100%	8,005
Other Student Fees	662,401	719,927	617,244	(102,683)	86%	689,645
Other Fees:						
Preschool Program Fees	-	700,000	674,023	(25,977)	96%	561,743
School Age Child Care Fees	6,450,000	6,350,000	4,962,621	(1,387,379)	78%	4,485,734
Other Schools, Courses and Classes Fees	10,000	7,069	7,069	-	100%	8,672
Miscellaneous Local:						
Bus Fees	38,600	110,511	111,938	1,427	101%	6,706
Transportation Services Rendered for School Activ	65,900	84,726	85,505	779	101%	42,347
Sale of Junk	100,000	84,662	84,662	-	100%	52,442
Receipt of Federal Indirect Cost Rate	2,000,000	2,415,568	2,653,696	238,128	110%	1,868,007
Other Miscellaneous Local Sources	2,260,088	3,359,763	2,103,944	(1,255,819)	63%	1,946,765
Refund of Prior Year's Expenditures	-	(217,239)	(217,239)	-	100%	16,342
Collections for Lost, Damaged and Sold Textbooks	-	121	121	-	100%	9,500
Receipt of Food Service Indirect Costs	1,667,800	1,667,800	1,431,053	(236,747)	86%	1,269,681
Total Local	306,212,909	314,115,910	295,034,445	(19,081,465)	94%	248,034,101
Total Revenues	509,804,946	502,022,417	436,409,094	(65,613,323)	87%	388,671,235
Expenditures (by Function)						
Current:						
Instruction	367,405,153	349,214,379	250,566,304	98,648,075	72%	237,088,331
Student Support Services	15,896,764	17,172,294	11,847,999	5,324,295	69%	11,676,566
Instructional Media Services	5,284,197	5,351,901	3,989,391	1,362,510	75%	3,840,344
Instruction & Curriculum Development Services	8,181,351	8,703,148	5,668,330	3,034,818	65%	5,460,631
Instructional Staff Training Services	1,167,629	1,372,109	679,305	692,804	50%	1,365,381
Instruction-Related Technology	572	572	(13)	585	-2%	108,668
School Board	1,541,404	1,538,076	824,937	713,139	54%	1,171,496
General Administration	3,024,859	3,016,767	1,754,272	1,262,495	58%	1,701,344
School Administration	35,202,370	33,905,322	24,274,255	9,631,067	72%	24,254,486
Facilities Acquisition & Construction	5,465,344	6,140,792	4,543,567	1,597,225	74%	3,500,000
Fiscal Services	3,612,464	3,940,353	2,507,375	1,432,978	64%	2,086,488
Food Services	-	-	-	-		153,849
Central Services	13,047,769	13,488,170	9,122,273	4,365,897	68%	8,638,502
Student Transportation Services	18,988,802	21,117,950	12,702,944	8,415,006	60%	12,051,116
Operation of Plant	43,950,215	48,539,654	31,513,590	17,026,064	65%	27,983,776
Maintenance of Plant	10,202,211	10,691,443	7,317,668	3,373,775	68%	6,925,164
Administrative Technology Services	8,526,490	8,643,724	5,667,426	2,976,298	66%	5,929,610
Community Services	5,834,737	6,873,171	5,371,684	1,501,487	78%	4,507,794
Debt Service	65,500	1,339,889	24,368	1,315,521	2%	64,880
Total Expenditures	547,397,831	541,049,714	378,375,675	162,674,039	70%	358,508,426
Excess (Deficiency) of Revenues Over (Under) Expenditures	(37,592,885)	(39,027,297)	58,033,419	97,060,716		30,162,809
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	14,100,000	14,100,000	-	100%	-
Transfers In:						
From Capital Project Funds	19,264,266	18,933,132	14,690,732	(4,242,400)	78%	12,421,916
From Special Revenue Funds	-	2,907,493	2,170,494	(736,999)	75%	4,122,975
Transfers Out:						
To Capital Project Funds	-	(882,389)	(882,389)	-	100%	-
Total Other Financing Sources (Uses)	19,264,266	35,058,236	30,961,226	(4,979,399)	88%	16,544,891
Net Change in Fund Balance	(18,328,619)	(3,969,061)	88,112,256	92,081,317		46,707,700
Fund Balance, Beginning	50,388,336	50,388,336	50,388,336	-		42,260,186
Nonspendable	691,636	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	31,368,081	46,419,275		-		-
Fund Balance, Ending	$ 32,059,717	$ 46,419,275	$ 138,500,592	$ 92,081,317		$ 88,967,886

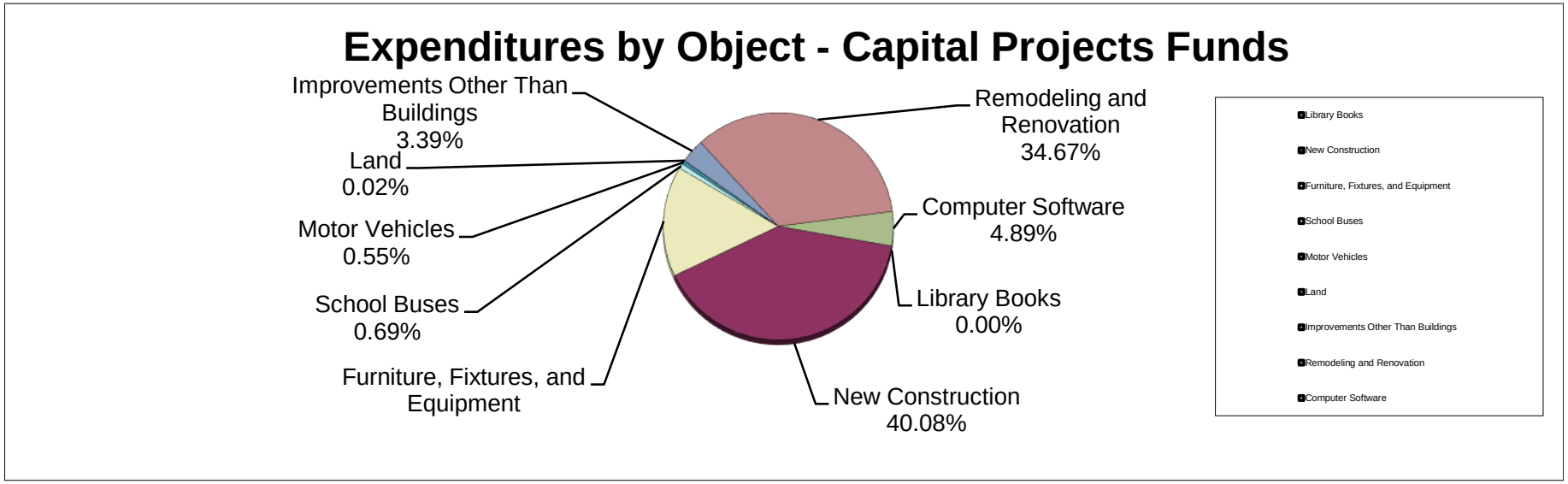

Expenditures by Function - General Fund
Operation of Plant 8.33%
Maintenance of Plant 1.93%
Administrative Technology Services 1.50%
Community Services 1.42%
Student Transportation Services 3.36%
Central Services 2.41%
Fiscal Services 0.66%
Facilities Acquisition & Construction 1.20%
School Administration 6.42%
General Administration 0.46%
School Board 0.22%
Instructional Staff Training Services 0.18%
Instruction & Curriculum Development Services 1.50%
Instructional Media Services 1.05%
Student Support Services 3.13%
Instruction 66.23%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development Services
Instructional Staff Training Services
Instruction-Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation Services
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended March 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2022
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ 474,310	$ (531,650)	47%	$ 948,620
Total Federal Direct	1,005,960	1,005,960	474,310	(531,650)		948,620
State:						
CO&DS Withheld for Bonds	415,740	415,740	-	(415,740)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	415,740	415,740	-	(415,740)	0%	-
Local:						
Interest on Investments	-	234,063	470,077	236,014	201%	431,422
Net Increase (Decrease) in the Fair Value	220,000	7,713	(178,846)	(186,559)	-2319%	(225,981)
Total Local	220,000	241,776	291,231	49,455	120%	205,441
Total Revenues	1,641,700	1,663,476	765,541	(897,935)	46%	1,154,061
EXPENDITURES						
Current:						
Redemption of Principal	20,988,327	18,037,244	7,415,000	10,622,244	41%	8,387,454
Interest	11,909,515	9,181,848	7,086,791	2,095,057	77%	7,606,888
Dues and Fees	18,301	16,304	12,260	4,044	75%	11,951
Other Debt Service	-	-	-	-		-
Total Debt Service	32,916,143	27,235,396	14,514,051	12,721,345	53%	16,006,293
Total Expenditures	32,916,143	27,235,396	14,514,051	12,721,345	53%	16,006,293
Excess (Deficiency) of Revenues Over (Under) Expenditures	(31,274,443)	(25,571,920)	(13,748,510)	11,823,410		(14,852,232)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	31,494,443	25,813,693	14,607,316	(11,206,377)	57%	14,880,548
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	31,494,443	25,813,693	14,607,316	(11,206,377)		14,880,548
Total Other Financing Sources (Uses)	31,494,443	25,813,693	14,607,316	(11,206,377)	57%	14,880,548
Net Change in Fund Balances	220,000	241,773	858,806	617,033		28,316
Fund Balances, Beginning	11,889,269	11,889,269	11,889,269	-		12,202,979
Fund Balances, Ending	$ 12,109,269	$ 12,131,042	$ 12,748,075	$ 617,033		$ 12,231,295

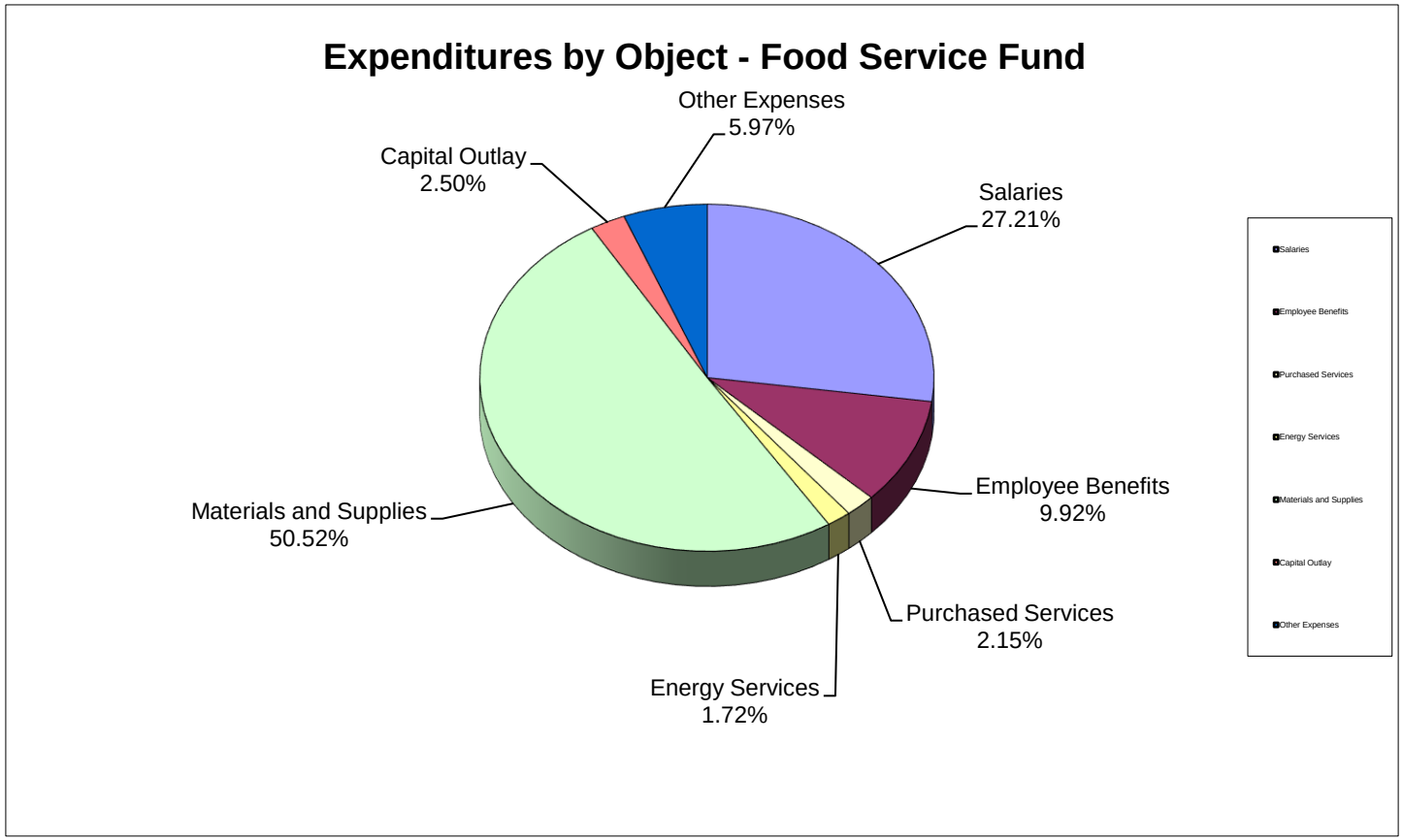
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Projects Funds
For Month Ended March 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2022
REVENUES						
State:						
CO&DS Distributed	$ 1,442,884	$ 1,442,884	$ -	$ (1,442,884)	0%	$ -
Interest on CO&DS	30,699	30,699	-	(30,699)	0%	-
Public Education Capital Outlay PECO	1,880,296	1,880,296	1,880,296	-	100%	2,000,000
Charter School Cap Outlay PECO	3,868,382	4,492,248	3,270,911	(1,221,337)	73%	2,539,581
Other Miscellaneous State Revenue	1,215,764	1,215,764	1,215,764	-	100%	748,882
Total State Sources	8,438,025	9,061,891	6,366,971	(2,694,920)	70%	5,288,463
Local:						
District Capital Taxes	86,353,895	86,353,895	81,541,922	(4,811,973)	94%	65,135,126
Local Sales Tax	46,935,684	46,935,684	30,414,670	(16,521,014)	65%	27,273,423
Interest on Investments	20,000	1,720,000	1,368,528	(351,472)	80%	34,601
Other Miscellaneous Local Sources	79,875	79,875	39,639	(40,236)	50%	55,177
Impact Fees	31,150,906	31,150,906	23,293,416	(7,857,490)	75%	19,652,740
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	164,540,360	166,240,360	136,658,175	(29,582,185)	82%	112,151,067
Total Revenues	172,978,385	175,302,251	143,025,146	(32,277,105)	82%	117,439,530
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	262,783,422	285,502,099	25,799,601	259,702,498	9%	18,879,150
Furniture, Fixtures, and Equipment	16,225,355	19,754,137	10,103,809	9,650,328	51%	10,971,138
School Buses	1,496,676	1,585,757	446,396	1,139,361	28%	27,867
Motor Vehicles	992,009	1,018,675	356,974	661,701	35%	133,672
Land	1,850,000	1,850,000	10,000	1,840,000	1%	-
Improvements Other Than Buildings	6,401,345	7,652,273	2,182,131	5,470,142	29%	5,519,927
Remodeling and Renovation	67,478,895	71,504,560	22,317,723	49,186,837	31%	20,079,331
Computer Software	3,480,382	3,456,474	3,146,955	309,519	91%	2,533,213
Total Capital Outlay	360,708,084	392,323,975	64,363,589	327,960,386	16%	58,144,298
Other Expenses:						
Charter School Capital Outlay Sales Tax	4,479,006	4,042,475	1,547,797	2,494,678	38%	1,259,064
Total Other Expenses	4,479,006	4,042,475	1,547,797	2,494,678		1,259,064
Debt Service:						
Redemption of Principal	1,603,998	1,936,627	1,562,598	374,029	81%	393,531
Interest	72,955	72,954	71,631	1,323	98%	18,897
Dues and Fees	-	-	-	-		250
Total Debt Service	1,676,953	2,009,581	1,634,229	375,352	81%	412,678
Total Expenditures	366,864,043	398,376,031	67,545,615	330,830,416	17%	59,816,040
Excess (Deficiency) of Revenues Over (Under) Expenditures	(193,885,658)	(223,073,780)	75,479,531	298,553,311		57,623,490
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Certificates of Participation Issued	130,000,000	175,000,000	-	175,000,000	0%	-
Proceeds of Lease-Purchase Agreements	171,862	171,862	171,862	-	100%	1,100,565
Transfers In:						
From General Fund	-	882,389	882,389	-	100%	-
Transfers Out:						
To General Fund	(19,264,266)	(18,933,132)	(14,690,732)	(4,242,400)	78%	(12,421,916)
To Debt Service	(31,494,443)	(25,813,693)	(14,607,316)	(11,206,377)	57%	(14,880,548)
Total Transfers	(50,758,709)	(44,746,825)	(29,298,048)	(15,448,777)		(27,302,464)
Total Other Financing Sources (Uses)	79,413,153	131,307,426	(28,243,797)	(159,551,223)	-22%	(26,201,899)
Net Change in Fund Balances	(114,472,505)	(91,766,354)	47,235,734	139,002,088		31,421,591
Fund Balances, Beginning	125,245,984	125,245,984	125,245,984	-		93,921,482
Fund Balances, Ending	$ 10,773,479	$ 33,479,630	$ 172,481,718	$ 139,002,088		$ 125,343,073


Expenditures by Object - Capital Projects Funds
Improvements Other Than Buildings 3.39%
Land 0.02%
Motor Vehicles 0.55%
School Buses 0.69%
Furniture, Fixtures, and Equipment
Remodeling and Renovation 34.67%
Computer Software 4.89%
Library Books 0.00%
New Construction 40.08%
Library Books
New Construction
Furniture, Fixtures, and Equipment
School Buses
Motor Vehicles
Land
Improvements Other Than Buildings
Remodeling and Renovation
Computer Software

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Fund
For Month Ended March 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2022
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	$ -	$ -		$ 23,519
School Lunch Reimbursement	16,821,700	16,821,700	12,868,138	(3,953,562)	76%	18,709,645
School Breakfast Reimbursement	5,700,800	5,700,800	4,381,011	(1,319,789)	77%	5,305,863
After-School Snack Reimbursement	400,000	400,000	76,423	(323,577)	19%	-
Child Care Food Program	420,000	420,000	821,335	401,335	196%	673,717
USDA Donated Commodities	2,150,000	2,150,000	-	(2,150,000)	0%	-
Cash n Lieu of Donated	35,000	35,000	61,190	26,190	175%	24,525
Summer Food Service Program	625,000	625,000	376,559	(248,441)	60%	405,178
Other Food Service Revenue	890,511	1,754,986	1,787,369	(32,383)	102%	48,424
Total Federal Through State	27,043,011	27,907,486	20,372,025	(7,600,227)	73%	25,190,871
State:						
School Breakfast Supplement	140,000	140,000	72,607	(67,393)	52%	72,569
School Lunch Supplement	170,000	170,000	82,447	(87,553)	48%	82,397
Other Miscellaneous State	-	-	-	-		-
Total State	310,000	310,000	155,054	(154,946)	50%	154,966
Local:						
Interest on Investments	10,000	10,000	351,212	341,212	3512%	14,800
Student Lunches	4,315,900	4,315,900	2,759,535	(1,556,365)	64%	-
Student Breakfasts	-	-	-	-		-
Adult Breakfast/Lunch	175,000	175,000	85,831	(89,169)	49%	91,018
Student/Adult Ala Carte	1,900,000	1,903,000	1,389,460	(513,540)	73%	1,052,353
Catering/Special	48,000	45,000	17,358	(27,642)	39%	15,409
Other Food Sales	-	-	-	-		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(1,615)	(1,615)		2,779
Sale of Junk	-	1,329	1,499	170	113%	
Other Miscellaneous Local Sources	75,000	75,000	116,642	41,642	156%	63,536
Refund of Prior Year Expense	-	694	694	-	100%	-
Total Local	6,523,900	6,525,923	4,720,616	(1,805,307)	72%	1,239,895
Total Revenues	33,876,911	34,743,409	25,247,695	(9,560,480)	73%	26,585,732
EXPENDITURES						
Current:						
Salaries	10,875,119	7,736,619	6,570,139	1,166,480	85%	5,682,474
Employee Benefits	-	3,138,499	2,394,763	743,736	76%	2,174,840
Purchased Services	-	1,006,785	517,892	488,893	51%	503,276
Energy Services	4,880,736	605,000	416,344	188,656	69%	368,562
Materials and Supplies	16,635,947	18,991,674	12,197,103	6,794,571	64%	11,237,017
Capital Outlay	1,284,364	1,292,064	604,244	687,820	47%	445,310
Other Expenses	-	1,770,000	1,442,233	327,767	81%	1,280,055
Total Food Service	33,676,166	34,540,641	24,142,718	10,397,923	70%	21,691,534
Total Expenditures	33,676,166	34,540,641	24,142,718	10,397,923	70%	21,691,534
Net Change in Fund Balance	200,745	202,768	1,104,977	902,209		4,894,198
Fund Balance, Beginning	12,771,125	12,771,125	12,771,125	-		6,913,448
Fund Balance, Ending	$ 12,971,870	$ 12,973,893	$ 13,876,102	$ 902,209		$ 11,807,646

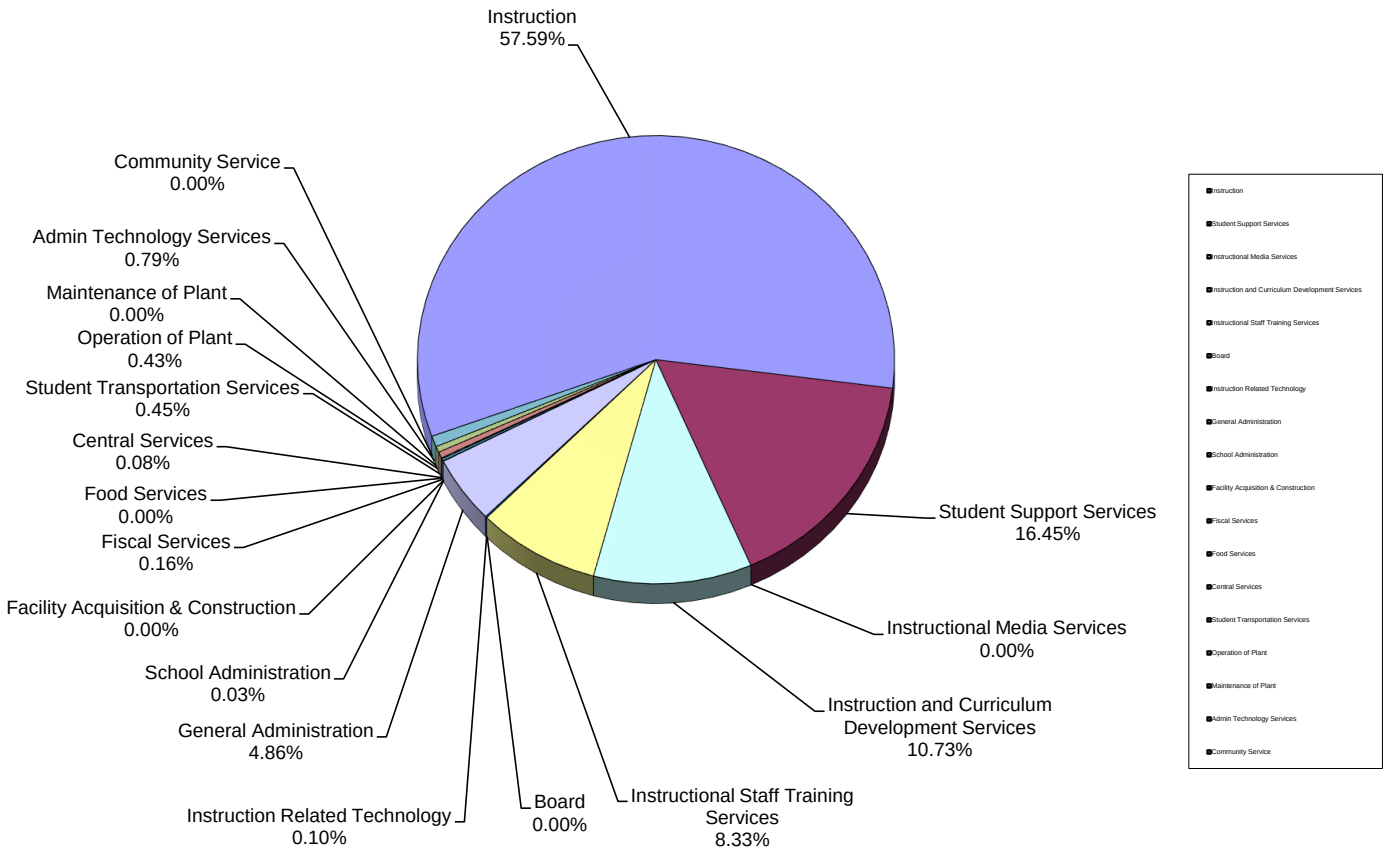

Expenditures by Object - Food Service Fund
Other Expenses
5.97%
Capital Outlay
2.50%
Salaries
27.21%
Employee Benefits
9.92%
Materials and Supplies
50.52%
Purchased Services
2.15%
Energy Services
1.72%
Salaries
Employee Benefits
Purchased Services
Energy Services
Materials and Supplies
Capital Outlay
Other Expenses

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended March 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2022
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	-		$ -
Pell	-	1,718,770	1,717,573	1,197	100%	1,880,760
Miscellaneous Federal Direct	89,711	832,064	545,639	286,425	66%	628,090
Total Federal Direct	89,711	2,550,834	2,263,212	287,622	89%	2,508,850
Federal Through State:						
Career and Technical Education	-	916,434	391,550	524,884	43%	608,215
Teacher/Principal Training & Recruiting	-	1,796,599	1,024,355	772,244	57%	1,066,956
Adult Migrant Education	-	290,215	240,005	50,210	83%	240,703
Eng Lit and Civics Education	-	205,193	155,775	49,418	76%	82,143
Individuals with Disabilities Education Act	12,205,278	15,953,029	8,554,031	7,398,998	54%	8,393,095
Elementary and Secondary Education Act Title I	12,986,966	18,296,439	11,373,490	6,922,949	62%	10,091,469
Language Instruction Title III	-	1,481,016	1,164,889	316,127	79%	911,222
Adult General Education	-	558,328	544,288	14,040	97%	419,242
21st Century Schools - Title IV	-	1,359,450	493,538	865,912	36%	557,425
Educational Stabilization Funds - K-12	-	2,874,881	34,884,436	(32,009,555)	1213%	24,411,680
Educational Stabilization Funds - Workforce		-	1,412,227	(1,412,227)		2,673,913
Educational Stabilization Funds - VPK		-	11,759	(11,759)		-
Other Federal Through State	-	2,168,078	1,374,994	793,084	63%	148,029
Total Federal Through State	25,192,244	45,899,662	61,625,337	(15,725,675)	134%	49,604,092
Total Revenues	25,281,955	48,450,496	63,888,549	(15,438,053)	132%	52,112,942
EXPENDITURES						
Current:						
Instruction	18,581,754	27,634,681	31,454,808	(3,820,127)	114%	23,744,352
Student Support Services	759,769	2,993,856	8,984,888	(5,991,032)	300%	9,140,366
Instructional Media Services	-	-	-	-		44,136
Instruction and Curriculum Development Services	1,679,147	8,564,996	5,861,958	2,703,038	68%	4,953,856
Instructional Staff Training Services	3,674,976	7,011,307	4,549,994	2,461,313	65%	3,659,822
Board	-	-	-	-		1,077
Instruction Related Technology	1,578	77,255	55,341	21,914	72%	60,989
General Administration	544,154	1,668,803	2,652,921	(984,118)	159%	1,875,432
School Administration	-	40,222	18,434	21,788	46%	339,970
Facility Acquisition & Construction	-	-	-	-		10,765
Fiscal Services	-	43,999	86,241	(42,242)	196%	83,470
Food Services	-	-	-	-		280,890
Central Services	-	220,469	43,121	177,348	20%	148,266
Student Transportation Services	40,577	(1,334,149)	244,826	(1,578,975)	-18%	256,090
Operation of Plant	-	(1,483,965)	233,178	(1,717,143)	-16%	721,230
Maintenance of Plant	-	-	692	(692)		100,961
Admin Technology Services	-	(806,949)	429,193	(1,236,142)	-53%	67,219
Community Services	-	-	2,460	(2,460)		1,076
Total Expenditures	25,281,955	44,630,525	54,618,055	(9,987,530)	122%	45,489,967
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	3,819,971	9,270,494	(5,450,523)		6,622,975
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	3,280,029	(2,170,494)	5,450,523	-66%	(4,122,975)
To Internal Service Fund	-	(7,100,000)	(7,100,000)	-	100%	(2,500,000)
Total Other Financing Sources (Uses)	-	(3,819,971)	(9,270,494)	5,450,523		(6,622,975)
Net Change in Fund Balance	-	-	-	-		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ -	$ -	$ -		$ -

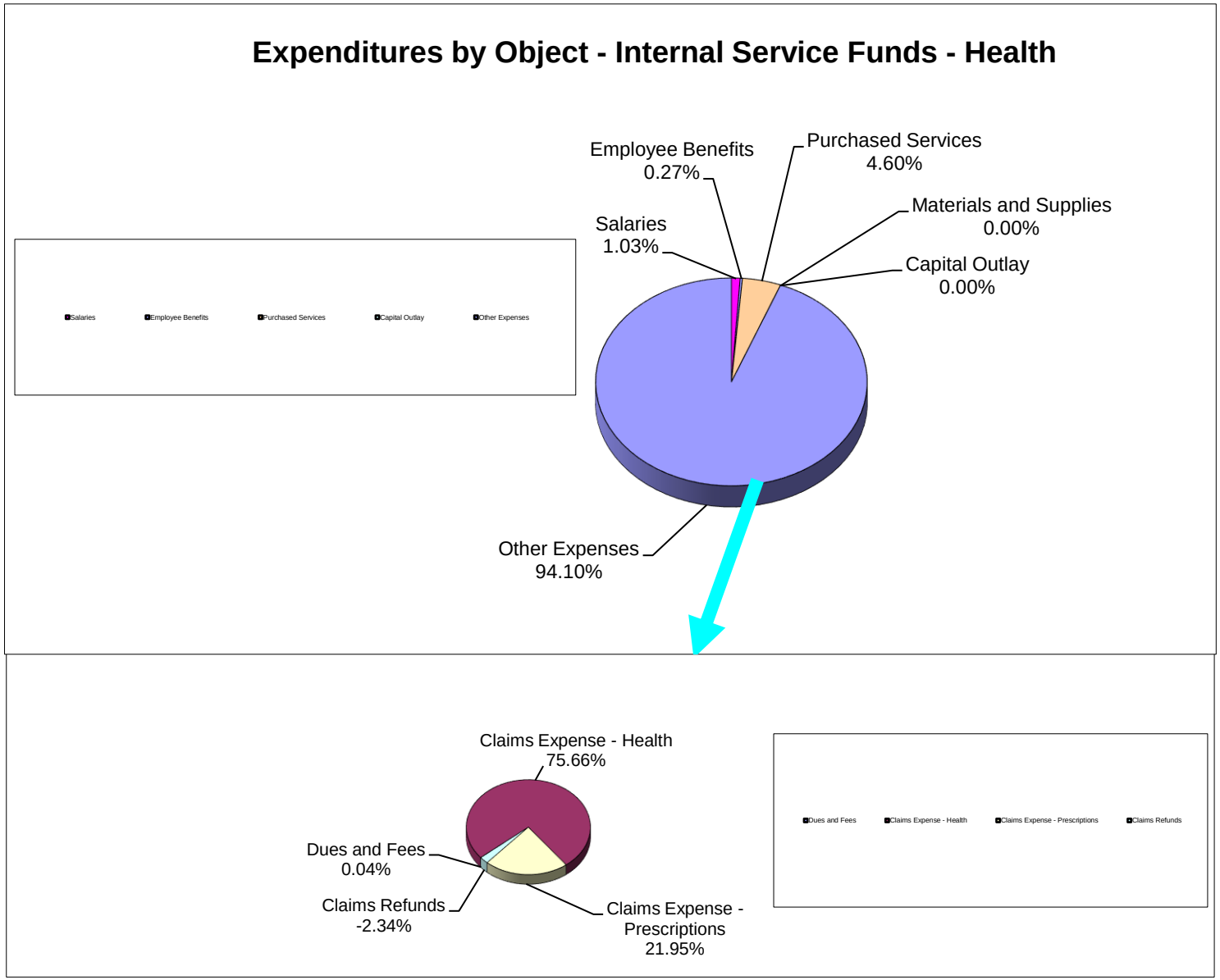
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



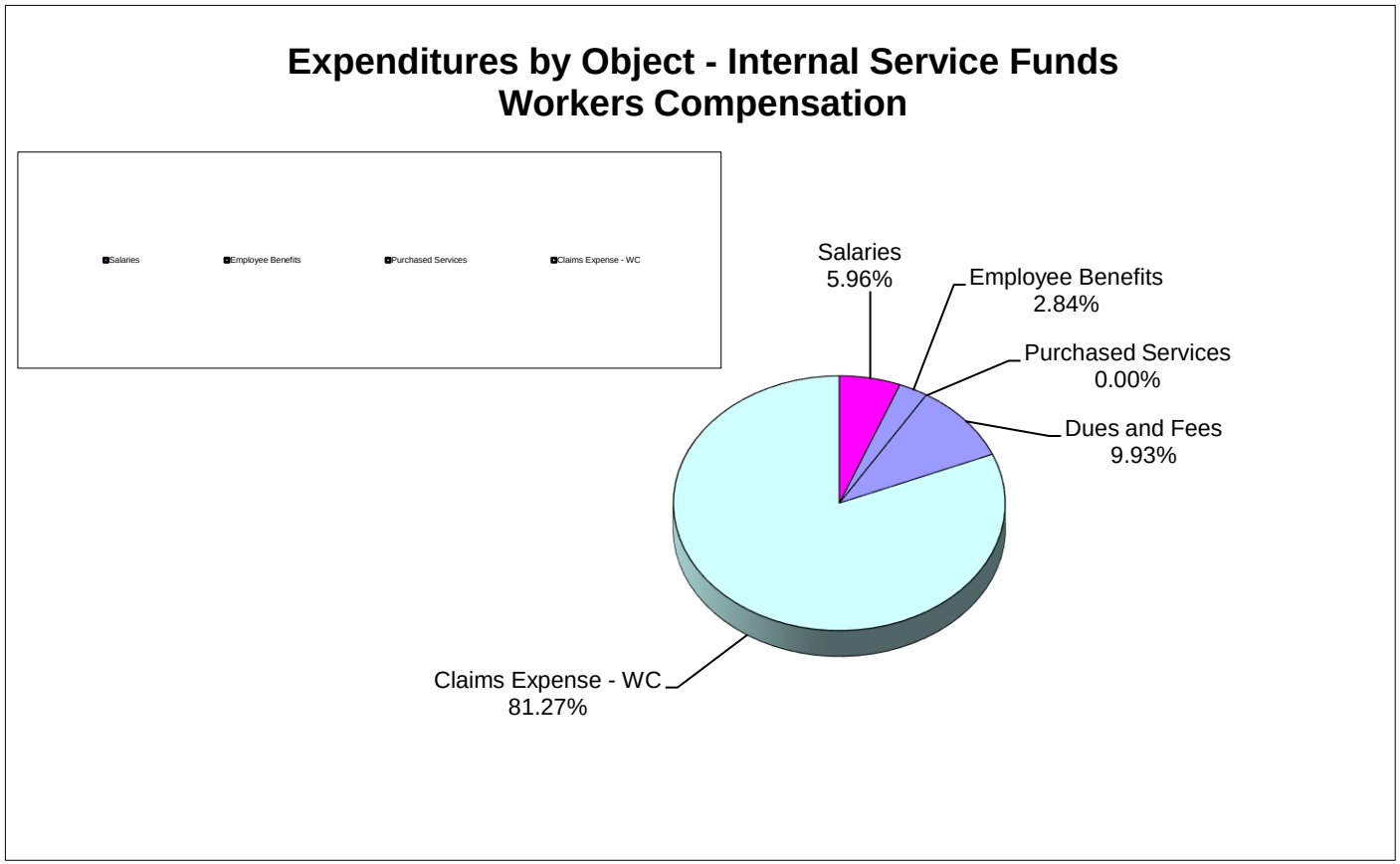
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Health
For Month Ended March 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 47,461,000	$ 34,125,000	$ 25,430,805	$ (8,694,195)	75%	$ 27,024,005
Premium - Employee	-	11,486,000	8,970,500	(2,515,500)	78%	9,459,788
Premium - Retiree	-	1,450,000	936,357	(513,643)	65%	1,012,590
Premium - Leave/COBRA	-	400,000	275,496	(124,504)	69%	326,307
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	47,461,000	47,461,000	35,613,158	(11,847,842)	75%	37,822,690
Total Revenues	47,461,000	47,461,000	35,613,158	(11,847,842)	75%	37,822,690
EXPENDITURES						
Operating Expenditures:						
Salaries		637,182	486,625	150,557	76%	466,164
Employee Benefits		250,654	125,690	124,964	50%	151,861
Purchased Services	4,472,852	3,458,158	2,170,532	1,287,626	63%	2,174,559
Materials and Supplies	-	3,500	1,768	1,732	51%	2,298
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	-	40,000	20,601	19,399	52%	19,782
Subs for ATD	-	-	-	-		-
Claims Expense - Health	47,725,584	43,259,684	35,241,199	8,018,485	81%	26,018,132
Claims Expense - Prescriptions	-	12,790,117	10,224,598	2,565,519	80%	10,605,385
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	-	(1,090,117)	(1,090,117)	-	100%	(95,446)
Total Other Expenses	47,725,584	54,999,684	44,396,281	10,603,403	81%	36,547,853
.						
Total Expenditures	52,198,436	59,349,178	47,180,896	12,168,282	79%	39,342,735
Operating Income (Loss)	(4,737,436)	(11,888,178)	(11,567,738)	320,440		(1,520,045)
Transfers In:						
From Special Revenue		7,100,000	7,100,000	-		2,500,000
Change in Net Position	(4,737,436)	(4,788,178)	(4,467,738)	320,440		979,955
Net Position, Beginning	8,444,558	8,444,558	8,444,558	-		11,678,999
Net Position, Ending	$ 3,707,122	$ 3,656,380	$ 3,976,820	$ 320,440		$ 12,658,954


Expenditures by Object - Internal Service Funds - Health
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Employee Benefits 0.27%
Purchased Services 4.60%
Materials and Supplies 0.00%
Salaries 1.03%
Capital Outlay 0.00%
Other Expenses 94.10%
Claims Expense - Health 75.66%
Dues and Fees 0.04%
Claims Refunds -2.34%
Claims Expense - Prescriptions 21.95%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

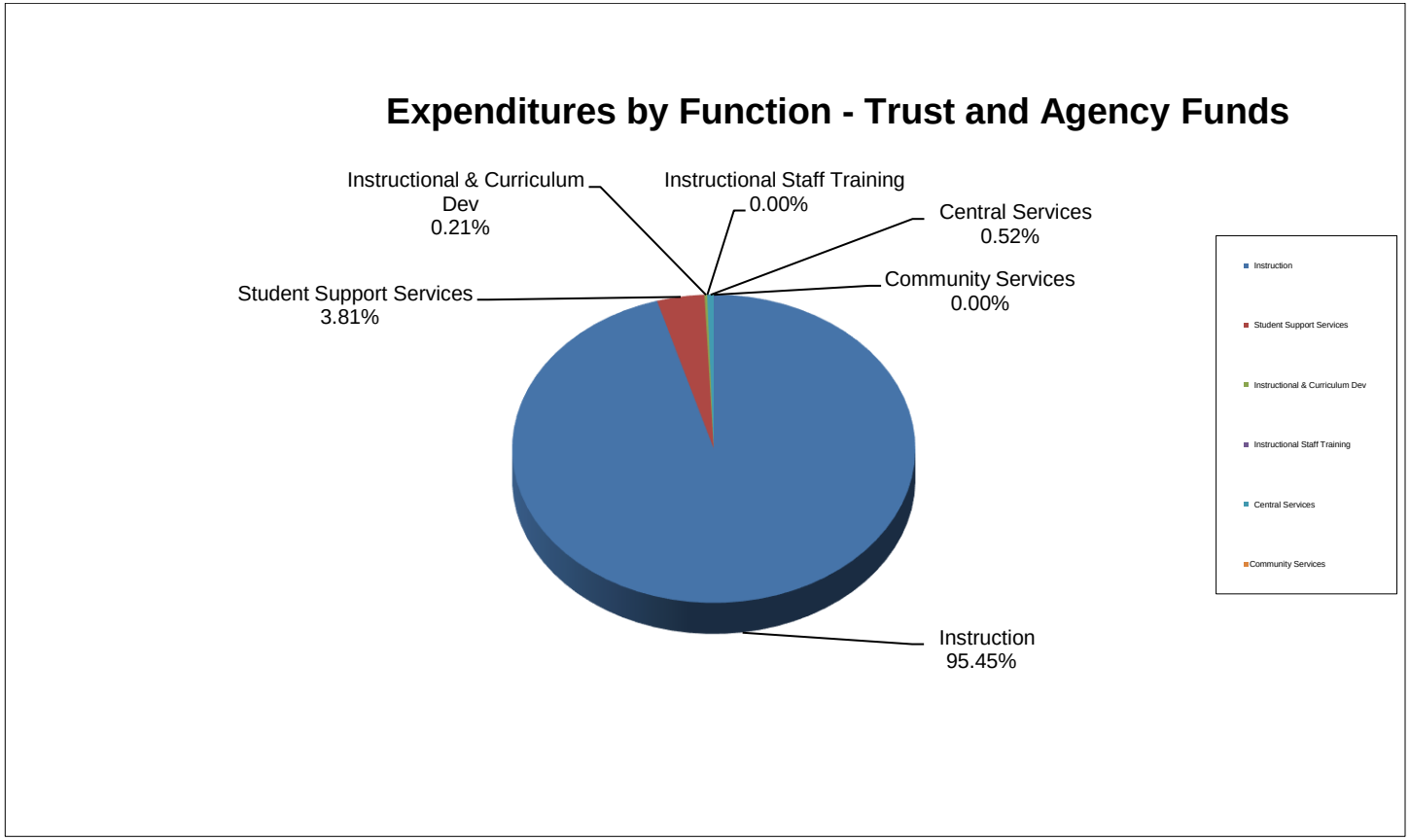
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Workers Compensation
For Month Ended March 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 2,570,000	$ 2,570,000	$ 2,245,983	$ (324,017)	87%	$ 2,145,390
Total Operating Revenues	2,570,000	2,570,000	2,245,983	(324,017)	87%	2,145,390
Total Revenues	2,570,000	2,570,000	2,245,983	(324,017)	87%	2,145,390
EXPENDITURES						
Operating Expenditures:						
Salaries	-	218,094	124,469	93,625	57%	132,836
Employee Benefits	-	85,313	59,295	26,018	70%	53,019
Purchased Services	624,472	-	-	-		-
Other Expenses:						
Dues and Fees	-	330,336	207,465	122,871	63%	214,622
Claims Expense - Workers' Comp	2,345,000	2,500,000	1,715,317	784,683	69%	1,491,824
Claims Refund	-	(155,000)	(17,401)	(137,599)	11%	(154,125)
Total Other Expenses	2,345,000	2,675,336	1,905,381	769,955	71%	1,552,321
Total Expenditures	2,969,472	2,978,743	2,089,145	889,598	70%	1,738,176
Operating Income (Loss)	(399,472)	(408,743)	156,838	565,581		407,214
Change in Net Position	(399,472)	(408,743)	156,838	565,581		407,214
Net Position, Beginning	2,266,182	2,266,182	2,266,182	-		2,022,148
Net Position, Ending	$ 1,866,710	$ 1,857,439	$ 2,423,020	$ 565,581		$ 2,429,362


Expenditures by Object - Internal Service Funds
Workers Compensation
Salaries
Employee Benefits
Purchased Services
Claims Expense - WC
Salaries
5.96%
Employee Benefits
2.84%
Purchased Services
0.00%
Dues and Fees
9.93%
Claims Expense - WC
81.27%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Trust and Agency Funds
For Month Ended March 31, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual March 2022
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	$ 217,048	$ 217,048	$ -	100%	$ 211,751
Total Federal Direct	215,000	217,048	217,048	-	100%	211,751
Local:						
Gifts, Grants, & Bequests	-	20,870	20,870	-	100%	2,486
Financial Aid Fees	256,259	277,191	272,621	(4,570)	98%	268,614
Other Miscellaneous Local Sources	150,000	252,643	252,643	-	100%	200,137
Total Local	406,259	550,704	546,134	(4,570)	99%	471,237
Total Revenues	621,259	767,752	763,182	(4,570)	99%	682,988
EXPENDITURES						
Instruction	1,500,635	1,627,208	463,584	1,163,624	28%	405,781
Student Support Services	37,876	51,918	18,526	33,392	36%	3,451
Instructional & Curriculum Dev	-	2,328	1,024	1,304	44%	-
Instructional Staff Training	-	-	-	-		72
General Administration	50	15,150	1,902	13,248	13%	-
Central Services	12,804	12,804	2,532	10,272	20%	3,430
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		-
Community Services	-	3,500	-	3,500	0%	-
Total Expenditures	1,551,365	1,712,908	487,568	1,225,340	28%	412,734
Change in Net Position	(930,106)	(945,156)	275,614	1,220,770		270,254
Net Position, Beginning	945,156	945,156	945,156	-		600,754
Net Position, Ending	$ 15,050	$ -	$ 1,220,770	$ 1,220,770		$ 871,008


Expenditures by Function - Trust and Agency Funds
Instructional & Curriculum Dev 0.21%
Instructional Staff Training 0.00%
Central Services 0.52%
Community Services 0.00%
Student Support Services 3.81%
Instruction 95.45%
Instruction
Student Support Services
Instructional & Curriculum Dev
Instructional Staff Training
Central Services
Community Services

AGENDA ITEM NO. 5.3

School Board of Manatee County
May 9, 2023 - Regular Board Meeting

Title
Leaves for May 9, 2023

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

Contact
Submitting Department: Human Resources
Initiated by: Richard Bailey

Attachments:
LOA May 9 2023

Board Leaves 05/09/23

Employee ID	Name	Type of Leave	Department	Absence Period
306071	SA	SICK LEAVE	Ballard Elementary School	2023-04-24 To 2023-05-30
304260	JB	FMLA	Tillman Elementary School	2023-03-27 To 2023-05-30
22858	KB	SICK LEAVE	Anna Maria Elementary School	2023-04-17 To 2023-05-30
224141	GC	SICK LEAVE	Braden River Middle School	2023-04-02 To 2023-05-30
237349	JC	FMLA	Food & Nutrition Services	2023-03-30 To 2023-05-30
165558	ND	SICK LEAVE	School Bus Transportation	2023-03-08 To 2023-05-26
300741	RF	FMLA	Buffalo Creek Middle School	2023-03-29 To 2023-05-30
22688	RH	FMLA	Samoset Elementary School	2023-04-03 To 2023-05-30
302903	CH	FMLA	Manatee High School	2023-03-27 To 2023-05-30
21711	MM	FMLA	Sugg Middle School	2023-03-28 To 2023-05-30
306042	ON	SICK LEAVE	Parrish Community High School	2023-04-03 To 2023-05-30
303175	VR	FMLA	Food & Nutrition Services	2023-03-02 To 2023-05-30
242609	LS	FMLA	Palmetto High School	2023-04-28 To 2023-05-30
26213	BW	FMLA	Braden River Elementary School	2023-03-20 To 2023-05-30

Rev. 04/25/23

AGENDA ITEM NO. 5.4

School Board of Manatee County
May 9, 2023 - Regular Board Meeting

Title
Quarterly ESSER Report for Period Ending March 31, 2023

Executive Summary
The Elementary and Secondary School Emergency Relief (ESSER) Fund was established as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act in March 2020. The CARES Act provided direct funding to State Education Agencies (SEA) and Local Education Agencies (LEA) to address the impact of COVID-19 on elementary and secondary schools.

The Elementary and Secondary School Emergency Relief (ESSER II) funds under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act are provided to Local Educational Agencies (LEAs) to address the impact that the Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on elementary and secondary schools in Florida. This includes helping school districts and other LEAs safely reopen schools, restore and maintain high-quality learning environments, measure and effectively address significant learning loss, and take other actions to mitigate the impact of COVID-19 on the students and families who depend on our K-12 schools. All expenditures must align to programmatic, fiscal and reporting assurances put forth by the CRRSA Act.

On March 11, 2021, the American Rescue Plan (ARP) Act was signed into law. In it, the U.S. Department of Education is providing an additional $121.9 billion for the Elementary and Secondary School Emergency Relief Fund (ARP ESSER Fund). This legislation awards grants to state educational agencies for providing school districts with emergency relief funds to address the impact of COVID-19. Ninety percent will be awarded to school districts. The remaining funds will be used for state-level activities to address issues caused by COVID-19.

Attached is the District's Quarterly ESSER Report for the period ending March 31, 2023.

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

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:
ESSER III Board Report 03-31-2023

Project Status A

ESSER as of 03/31/2023

Fund	FundDescr	Project	ProjectDescr	Sum of Current Budget	Sum of Current Actuals	Sum of Encumbered	Sum of Pre-Encumbered	Sum of Actual Balance	Sum of Balance	Ending Date
44201	**Other CARES Act Relief Funds**	4021104451	CARES ACT - MTC - Other	3,480,444.00	2,944,267.81	344,760.86	0.00	536,176.19	191,415.33	6/30/2023
44201 Total				**3,480,444.00**	**2,944,267.81**	**344,760.86**	**0.00**	**536,176.19**	**191,415.33**	
44301	**CRRSA Act ESSER (ESSER II)**	4930504373	ESSER II Lump	28,066,447.00	23,583,613.36	35,017.91	35,612.73	4,482,833.64	4,412,203.00	9/30/2023
		4930504483	ESSER II - Supplemental Progra	376,107.08	(1,685.10)	0.00	0.00	377,792.18	377,792.18	9/30/2023
		4930804377	ESSER II Civics Curricula	182,133.00	1,639.00	0.00	0.00	180,494.00	180,494.00	9/30/2023
		4930804482	ESSER II Reading Tutoring K3	1,064,091.00	279,034.94	0.00	0.00	785,056.07	785,056.07	9/30/2023
		4932304378	CTE Dual Enrollment ESSER II	413,200.00	32,473.21	37,041.82	0.00	380,726.79	343,684.97	9/30/2023
		4957104375	ESSER II Technology Assistance	1,976,510.00	1,780,312.94	125,526.41	0.00	196,197.06	70,670.65	9/30/2023
44301 Total				**32,078,488.08**	**25,675,388.35**	**197,586.14**	**35,612.73**	**6,403,099.74**	**6,169,900.87**	
44501	**ARP Act ESSER**	4930504379	ESSER III	71,096,586.00	30,407,259.28	829,772.49	228,345.85	40,689,326.72	39,631,208.38	9/30/2024
		4930504572	ESSER T-IX Homeless	664,858.00	176,390.32	17,460.03	729.62	488,467.68	470,278.03	9/30/2024
		4930504575	ESSER III - Targeted Mathemati	655,589.00	0.00	78,601.00	0.00	655,589.00	576,988.00	9/30/2024
		4930804442	ESSER III Learning Loss	17,774,146.00	8,905,708.92	81,668.41	0.00	8,868,437.08	8,786,768.67	9/30/2024
		4932304576	ESSER III - Intensive Aftersch	1,074,769.00	0.00	0.00	0.00	1,074,769.00	1,074,769.00	9/30/2024
44501 Total				**91,265,948.00**	**39,489,358.52**	**1,007,501.93**	**229,075.47**	**51,776,589.48**	**50,540,012.08**	
44601	**Other ARP Act Relief**	4930804513	ESSER III ARP HIITS	767,250.00	96,000.00	33,000.00	0.00	671,250.00	638,250.00	9/30/2024
		4931004462	ARP IDEA K-12	2,567,748.00	155,557.05	182,213.30	3,369.88	2,412,190.95	2,226,607.77	9/30/2023
		4931004472	ARP IDEA Pre-K	168,128.00	67,644.25	1,428.08	0.00	100,483.75	99,055.67	9/30/2023
		4979804123	Emergency Connectivity 22-23	2,010,878.04	1,273,879.39	0.00	0.00	736,998.65	736,998.65	6/30/2023
44601 Total				**5,514,004.04**	**1,593,080.69**	**216,641.38**	**3,369.88**	**3,920,923.35**	**3,700,912.09**	
Grand Total				**132,338,884.12**	**69,702,095.37**	**1,766,490.31**	**268,058.08**	**62,636,788.76**	**60,602,240.37**	

These amounts are included in above.

Object	AccountDescr	Sum of Current Budget	Sum of Current Actuals	Sum of Encumbered	Sum of Pre-Encumbered	Sum of Actual Balance	Sum of Balance
411201	Other SAMP Regular Pay	418,708.19	53,983.84	0.00	0.00	364,724.35	364,724.35
412101	Teachers Regular Pay	7,603,319.44	3,257,562.96	0.00	0.00	4,345,756.48	4,345,756.48
413301	Guid Couns Regular Pay	18,818,633.18	9,388,754.98	0.00	0.00	9,429,878.20	9,429,878.20
413401	Other Cert Regular Pay	4,023,052.80	1,883,585.50	0.00	0.00	2,139,467.30	2,139,467.30
415101	Teacher Aides Regular Pay	6,328,352.54	2,953,872.40	0.00	0.00	3,374,480.14	3,374,480.14
Grand Total		**37,192,066.15**	**17,537,759.68**	**0.00**	**0.00**	**19,654,306.47**	**19,654,306.47**

*These positions will return to the General Fund beginning in 2024 and all in 2025
* Administrator and Grant Mgmt positions
* 3rd Grade Academy, Intensive Reading/Math, ESOL Resource
*School Counselors
*Social Workers, Reading Coaches
*Reading Para HS & MS, Classroom Subs, 3rd Grade Academy

AGENDA ITEM NO. 7.1

School Board of Manatee County
May 9, 2023 - Regular Board Meeting

Title
Approval of the Minutes of the April 25, 2023 School Board Meeting, and April 28, 2023 School Board Workshop

Executive Summary
Approval of the Minutes of the April 25, 2023 School Board Meeting, and April 28, 2023 School Board Workshop

Contact
Submitting Department: School Board

Attachments:
April 25, 2023 School Board Meeting Minutes
April 28, 2023 Board Workshop Minutes

Minutes

April 25, 2023

Regular Meeting - 5:00 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

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1) CALL TO ORDER

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

Minutes: Chair Choate called the Meeting to order at 5:00 PM.

2) READING OF THE DISTRICT'S VISION

Minutes: Vice-Chair Spray read the District's Vision.

3) INVOCATION

Minutes: The invocation was given by Pastor Tim Boyd.

4) COLOR GUARD | PARRISH COMMUNITY HIGH SCHOOL (PCHS)

Minutes: The colors were presented by the Parrish Community High School Junior Reserve Officer Training Corps (JROTC) under the direction of Lieutenant Colonel (Ret) Belford Wilson.

The Cadets conducting the Color Guard were Cadet Command Sergeant Major Hailey Medina, Cadet Captain Grace Monroe, Cadet Command Sergeant Major Kristian Ryan, and Cadet Staff Sergeant Emily Craig.

5) PLEDGE OF ALLEGIANCE

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

Following the Pledge of Allegiance, Ms. Adyson Shortridge, a sixth-grade student from Nolan Middle School, sang the National Anthem.

6) INFORMATION ONLY (No Board Action Required)

6.1. Leaves for April 25, 2023

7) APPROVAL OF THE AGENDA

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

8) APPROVAL OF MINUTES

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

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

9) STUDENT CELEBRATIONS

9.1 Nolan Middle School Student to Sing National Anthem

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Ms. Adyson Shortridge, a Nolan Middle School Student, and her family to the Board.

10) RECOGNITIONS

10.1 School District of Manatee County JROTC Program

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Lieutenant Colonel (LTC) Belford Wilson from the Parrish Community High School Junior Reserve Officer Training Corps(JROTC) Program. LTC Wilson spoke in regards to the JROTC Program and highlighted the accomplishments received during the 2022-2023 School Year. He noted the alignment of JROTC with the District Strategic Plan and the theme of 'Motivating Young People to Become Better Citizens'.

The Board asked questions and held discussion with LTC Wilson.

Vice-Chair Spray requested that LTC Wilson provide additional materials on the JROTC Program and noted that the Board would like to receive invitations to JROTC events next year.

11) PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: Public Comment as follows:

1. Alexandra Smith
2. David Casey Gray

12) CONSENT ITEMS

12.1 Approval of the Use of the Association of Educational Purchasing Agencies Bid on Career and Technical Education, SDMC No. 23-0112-BS, Estimated in the Amount of $100,000.00 annually12.2 Approval of Elementary Agriscience Curriculum Frameworks for Submission to the Florida Department of Education, No Financial Impact

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

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

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

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

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

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

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

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

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

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

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

12.14 Approval of Buffalo Creek Middle School - Permanent Utility Easement 30', No Financial Impact

12.15 Approval of Braden River Middle School - Renovations and Addition - Change Order 6 - Final - Agreement Between Owner and NDC Construction Company - Reduction in the Amount of $152,679.86

12.16 Approval of Haile Middle School - Classroom Addition and Renovation - Agreement Between Owner and Halfacre Construction Company - Amendment 1 in the Amount of $2,544,089.00

12.17 Approval of Placing DG on Unpaid Administrative Leave and Submitting This Matter to Binding Arbitration Regarding the Issue of Termination as per the AFSCME Collective Bargaining Agreement

12.18 Approval of the Revision to the Job Description for Assessment Coordinator

12.19 Approval of the Invitation to Bid on Building Controls and Building Automation Systems, SDMC No. 23-0103-MR, Continued Procurement with Vendors, Estimated in the Amount of $1,500,000.00 Annually

RESULT:	**Adopted [3-2]**
MOVER:	Gina Messenger
SECONDER:	Chad Choate
AYES:	Gina Messenger, Chad Choate, Richard Tatem
NAYS:	Cindy Spray, Mary Foreman

Minutes: Board Member Tatem inquired about the process for removing or changing the language of an item on the *Consent Agenda*. Mr. Mitchell Teitelbaum, General Counsel, stated that the time to remove an item from *Consent Agenda* would be during the *Approval of the Agenda.* He discussed the language and format of an item involving an employee matter, noting that the language and placement on the *Consent Agenda* was in alignment with standard District procedures. Superintendent Saunders provided additional details.

The School Board Members asked questions and held discussion. Mr. Stephen Dye, School Board Attorney, recommended that the Board vote on the *Consent Agenda* prior to further discussion and stated that he would provide guidance if the vote did not pass. The Board voted.

13) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

Minutes: There were no speakers present for Public Comment.

14) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

15) NEW BUSINESS (NON-CONSENT ITEMS)

15.1 Approval of a New Job Description and Position for Supervisor, Student Nutrition

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

Minutes: Following a question from Vice-Chair Spray, Superintendent Saunders provided additional information regarding the new job description.

15.2 Approval to Purchase Safety and Security Equipment, SDMC No. 24-0020-RG, Estimated in the Amount of $300,000.00

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

16) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate reviewed upcoming workshops.

Board Member Foreman requested the workshop topic of Board Communications be scheduled as soon as possible.

Vice-Chair Spray posed a question about upcoming statutory changes. Mr. Kevin Chapman, Executive Director of Administration, spoke about updates and the process for policy changes, noting that the Board would need future workshops to cover proposed changes.

Board Member Tatem asked questions regarding the April 28 Workshop. The Board held discussion.

17) CONTINUED PUBLIC COMMENT (IF NECESSARY)

18) UPDATES

A. LEGAL UPDATE

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

Social Media Complaint Lawsuit – stated there would be more information coming to the Board regarding possible litigation.

County New HR Policy – discussed a new policy of Manatee County Government allowing employees to carry weapons and noted there would be more information coming to the Board as soon as it is available. He stated that State law prohibits all weapons on school property, noted that would not change.

County Interlocal Agreements - shared that interlocal agreements with the County would come before the board soon.

B. OPERATIONS UPDATE

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

Project Teach – spoke regarding the event and noted that the Chamber Event was a great success.

School Banquets – stated that invitations to the events would be sent to the Board Members.

VEX Competition – shared that the School District of Manatee County sent 13 teams to Dallas, Texas for the World VEX Championship.

C. INSTRUCTIONAL UPDATE

Minutes: Superintendent Saunders updated the Board and the public on the following:

Awards Ceremony – thanked Congressman Vern Buchanan for hosting the Congressional Teacher Awards Ceremony.

USF Teacher Signing Day – shared that USF graduates signed contracts to become teachers in the District during a special ceremony.

19) SUPERINTENDENT REMARKS

Minutes: Superintendent Saunders updated the Board on the following:

Parrish Community High School (PCHS) Production – shared that PCHS's musical production of Disney's Frozen– was held March 14-16, 2023 and noted that all four shows were sold out.

37th Annual Migrant Awards Ceremony – shared that the Annual Migrant Awards would be held at 6:30 PM on Friday, April 28, 2023 at Parrish Community High School.

Groundbreaking Ceremony – shared that the Groundbreaking Ceremony for the MTC and City of Bradenton Shooting Range would be on May 4, 2023.

20) BOARD COMMENTS

Board Member Tatem

Safety - reminded parents and students that end of school celebrations need to be safe.

May Graduations - requested clarification on attendance at graduation ceremonies by all Board Members.

Board Invitations – requested that invitations to events be sent to Board Members as early as possible.

Board Member Foreman

Migrant Awards Ceremony – noted that the Migrant Awards would be Friday April 28, 2023.

DOE Update – shared that the Department of Education announced expansion of school debate programs and urged schools to consider adding to their program.

Superintendent Search – stated that the finalists for the Superintendent search would be selected on Friday, April 28 and invited the community to give input to Board Members.

Board Member Messenger

Parrish Community High School's Production of Disney's Frozen – shared that she attended the March 14-16, 2023 event.

Vice-Chair Spray

FSBA Finance 2.0 Conference – expressed appreciation to have attended event.

Migrant Awards Ceremony - noted that she would be giving closing remarks at the Ceremony on April 28, 2023.

JROTC – request that the Board be invited to JROTC events next school year.

Chair Choate

Boys and Girls Club Recognition Breakfast – shared that the Student of the Year was from Palmetto High School.

Groundbreaking for MTC Shooting Range – noted the groundbreaking ceremony would be May 4, 2023.

Graduations - noted upcoming graduations for the District.

21) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 6:25 PM.

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

NOTICE

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

Minutes

April 28, 2023

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

Times Indicated Are Approximate

I) CALL TO ORDER

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

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

II) PUBLIC COMMENTS

Minutes: Public Comment as follows:

1. Kathryn Hansen
2. Stephen Guffanti

III) WORKSHOP

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

Minutes: Dr. Bill Vogel, of the Florida School Boards Association (FSBA), reviewed the next steps of the Superintendent search process. He held discussion with the Board Members to select the finalists for the new Superintendent.

Dr. Vogel discussed the following topics:

- Interview process
- Scripts for the Board Members' one-on-one interviews

- Timeline review
- Semi-Finalists involved in other searches
- Interview questions

During the discussion with Dr. Vogel, the Board reached consensus to assign a Strategic Plan topic to each Board Member for the panel interview questions as follows:

- General Leadership Questions – Board Member Tatem
- Ready to Learn Questions – Board Member Messenger
- Ready for Life Questions – Vice-Chair Spray
- Ready to Grow Questions – Board Member Foreman
- Board and Community Relations Questions – Chair Choate

Dr. Vogel also specified that questions chosen from the FSBA-provided list of interview questions should be given to the Agency Clerk by Monday, May 1, 2023.

Dr. Vogel provided the attached *Superintendent Search Tally Sheet* and guided Board Members through the process of selecting the finalists.

The Board asked questions and held discussion throughout the process. Mr. Stephen Dye, School Board Attorney, recommended that the Board Members not attend the Public Events during the Superintendent Search Interview days when the other Board Members are present due to Sunshine Law considerations.

The Board Members narrowed the list of 10 semifinalists down to three finalists. The names of the semifinalists are listed as follows, provided in the order in which the applications were received:

- Mr. Scott Schneider
- Dr. Jason C. Wysong
- Mr. Doug Wagner

Dr. Vogel gave the board information pertaining to the Selection Day Meeting scheduled for May 16, 2023. He confirmed that the Special Board Meeting will be for the sole purpose of the selection of the Superintendent and that the approval will be pending contract negotiations with the Board Attorney and compliance with the District Human Resources hiring process.

Dr. Vogel stated that the contract and hiring of the new Superintendent would be confirmed during the Board Meeting on May 23, 2023.

2. Elementary Reading Presentation

Minutes: Dr Laurie Breslin, Executive Director of Curriculum, introduced Ms. Alison Nichols, Interim Director of Elementary Curriculum. Also in attendance were:

- Ms. Jennifer Harrison, K-2 ELA Curriculum Specialist
- Dr. Vanessa Marasco, Elementary ELA Coordinator
- Dr. Sheila Halpin, Director of Early Learning Education
- Ms. Shannon Flemming, Director of Secondary Education

Dr. Breslin and Ms. Nichols utilized the attached presentation to provide an overview of the following:

- Science of Reading
- Current FAST Data
- Early Literacy Screeners

- Rocket Phonics
- Dual Language Data
- Campaign for Grade Level Reading
- Community Partnerships
- Uninterrupted 90 Minute Reading Block
- Tier 1 – Core Reading Program
- Tier 2 – Evidence-Based Intervention Materials
- Tier 3 – Evidence-Based Intensive Intervention Materials
- ELA Acceleration
- Tutoring and After School Programs
- Comprehensive Evidence-Based Reading Plan (CERP)- Rule 6A-6.053

The Board asked questions and held discussion.

Vice-Chair Spray requested the starting date of the noted Community Partnerships.

Following an inquiry from the Board, Ms. Nichols spoke about the Professional Development that will come from the new standards.

Following the presentation, Chair Choate called for a brief recess at 11:45 AM and reconvened at 11:55 AM.

3. Review and Board Discussion of Proposed Amendments to School Board Policies

Minutes: Mr. Kevin Chapman, Executive Director of Administration, provided an overview of the proposed amendments to the following School Board Policies in advance of the May 9, 2023 Public Hearing:

- Policy 1210/3210/4210 – Standards of Ethical Conduct
- Policy 1213 – Student Supervision and Welfare
- Policy 2111 - Policy Parent and Family Involvement in the School Program
- Policy 2271 – Articulation and Access to Florida College System Institutions
- Policy 2416 – Student Privacy and Parental Access to Information
- Policy 2520 – Selection and Adoption of Instructional Materials
- Policy 3120 – Employment of Instructional Personnel
- Policy 6480 – Expenditures
- Policy 8320 – Records Management
- Policy 8600 - Transportation

The Board held discussion and asked questions. The Board requested minor languages to the following policies:

- Policy 1213
- Policy 2520
- Policy 3120
- Policy 8320
- Policy 8600

Mr. Stephen Dye, School Board Attorney, acknowledged the requests and provided guidance to the School Board, noting the changes requested are in alignment with the statute. Mr. Chapman noted the revisions would be sent to NEOLA for update.

The Board continued discussion and asked additional questions regarding the proposed revisions.

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 1:06 PM.

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

NOTICE

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

AGENDA ITEM NO. 8.1

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
High School Juniors Named Sunshine Scholars

Executive Summary
The School Board recognizes Matthew Maurer, Southeast High School and Braydon Bernard, Parrish Community High School as 2023 Sunshine State Scholars.

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

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

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

AGENDA ITEM NO. 9.1

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Good News Moment

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

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

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

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

AGENDA ITEM NO. 11.1

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Glori Enzor, DDS, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 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 Dental Assisting: Glori Enzor, 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 Board of Manatee County and Glori Enzor, DDS, PA, for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Glori Enzor DDS, Board Date 050923

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with Glori Enzor, DDS, PA

Address: 3220 S Tamiami Trail Sarasota, FL 34239

This agreement is made this 9 day of May 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Glori Enzor, DDS, PA (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Glori Enzor, DDS, PA for clinical experience.

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

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor. All such records shall be delivered to and maintained by and in accordance with its

policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site. The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

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

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

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5. The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9. The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10. The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required;
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate

accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from _May 9, 2023__through __June 30, 2026__, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

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

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

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

Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at:
http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

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

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

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

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

Indemnification: To the extent permitted by law, affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

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

Custodian of Public Records: If the affiliating site has questions regarding the applicability of chapter 119, Florida statutes, to the affiliating sites duty to provide public records relating to this memorandum of understanding, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

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

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

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, Glori Enzor, DDS, PA and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 4-4-23 By: Glori Enzor DDS

(Affiliating Site Authorized Signature)

Title: president

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Glori Enzor, DDS, PA

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

Jennifer Gilray, Ed.D.
Assistant Director

40.0942629.9.72.8343277

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **02/14/2023**
Effective Date: **04/17/2023**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Glori A Enzor DDS** **3220 South Tamiami Trail** **Sarasota, FL 34239**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Glori A Enzor DDS**	
Specialty: **DDS01 - General Dentist**	
Policy Number:	Policy Period:
0942629	**From: 04/17/2023 To: 04/17/2024**
Retroactive Date:	Departure Period:
04/17/1997	**From: N/A To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit:	**$1,000,000**
Aggregate Limit:	**$3,000,000**

I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.

II. Photocopies of this document are deemed as valid as the original.

III. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.

IV. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.

V. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

40.0942629.11.72.8343277

THE DOCTORS COMPANY

A CLAIMS-MADE PROFESSIONAL LIABILITY POLICY

DECLARATIONS PAGE

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0942629	(12:01 A.M. Standard Time at the Principal Address of the First Named Insured)	**04/17/2023**		**04/17/2024**

First Named Insured:
Glori A Enzor DDS

Principal Address:
3220 South Tamiami Trail
Sarasota, FL 34239

Mailing Address:
3220 South Tamiami Trail
Sarasota, FL 34239

Coverage under your policy is subject to the terms and conditions of the Forms and Endorsements listed below:

DEN002S 04/16	**Declarations Page Schedule of Insureds**	**DEN314 09/22**	**CyberGuard Coverage**
DEN101FL 04/16	**Florida Changes**	**BAA 04/16**	**Business Associate Agreement**
DEN313 09/22	**MediGuard Coverage**		

Policy Premium:	**$2,861.34**
Taxes:	**$57.23**
Total:	**$2,918.57**

Agency:
FDA Services, Inc.
545 John Knox Rd, Ste. 201
Tallahassee, FL 32303
(800)877-7597

Company:
The Doctors Company
185 Greenwood Road
P.O. Box 2900
Napa, CA 94558-0900
(707)226-0100, (800)421-2368

Date Issued: **02/14/2023**

THIS IS A CLAIMS-MADE POLICY - READ YOUR POLICY CAREFULLY

40.0942629.13.72.8343277

THE DOCTORS COMPANY

DECLARATIONS PAGE
SCHEDULE OF INSUREDS

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0942629		**04/17/2023**		**04/17/2024**

First Named Insured: **Glori A Enzor DDS**

Date Issued: 02/14/2023

Schedule of Named Insureds:

Named Insured: **Glori A Enzor DDS**
Specialty: **General Dentist**
Coverage A: Claim Limit: **$1,000,000** Aggregate Limit: **$3,000,000**
Retroactive Date: **04/17/1997** Rating Territory: **Florida Area B**
Effective Date: **04/17/2023**

Schedule of Additional Insureds:

Additional Insured: **Glori Enzor, D.D.S., P.A.**
Retroactive Date: **06/06/1997** Rating Territory: **Florida Area B**
Effective Date: **04/17/2023**

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
GLORI ENZOR, D.D.S., P.A.

Filing Information

Document Number	P97000050299
FEI/EIN Number	59-3450823
Date Filed	06/06/1997
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/10/2006
Event Effective Date	NONE

Principal Address

3220 S TAMIAMI TRAIL
SARASOTA, FL 34239

Changed: 05/05/1998

Mailing Address

3220 S TAMIAMI TRAIL
SARASOTA, FL 34239

Changed: 05/05/1998

Registered Agent Name & Address

ENZOR, GLORI, Dr.
3220 S. TAMIAMI TRAIL
SARASOTA, FL 34239

Name Changed: 04/12/2017

Address Changed: 05/03/2004

Officer/Director Detail

Name & Address

Title D

ENZOR, GLORI

3220 S TAMIAMI TRL
SARASOTA, FL 34239

Annual Reports

Report Year	Filed Date
2020	04/07/2020
2021	04/08/2021
2022	04/05/2022

Document Images

04/05/2022 -- ANNUAL REPORT	View image in PDF format
04/08/2021 -- ANNUAL REPORT	View image in PDF format
04/07/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
03/14/2018 -- ANNUAL REPORT	View image in PDF format
04/12/2017 -- ANNUAL REPORT	View image in PDF format
04/04/2016 -- ANNUAL REPORT	View image in PDF format
03/25/2015 -- ANNUAL REPORT	View image in PDF format
04/01/2014 -- ANNUAL REPORT	View image in PDF format
03/27/2013 -- ANNUAL REPORT	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
01/19/2011 -- ANNUAL REPORT	View image in PDF format
04/22/2010 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- ANNUAL REPORT	View image in PDF format
04/23/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
10/10/2006 -- REINSTATEMENT	View image in PDF format
04/10/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
03/19/2003 -- ANNUAL REPORT	View image in PDF format
05/16/2002 -- ANNUAL REPORT	View image in PDF format
06/20/2001 -- ANNUAL REPORT	View image in PDF format
05/16/2000 -- ANNUAL REPORT	View image in PDF format
05/10/1999 -- ANNUAL REPORT	View image in PDF format
05/05/1998 -- ANNUAL REPORT	View image in PDF format
06/06/1997 -- Domestic Profit Articles	View image in PDF format

AGENDA ITEM NO. 11.2

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Tinsworth Orthodontics for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 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 Dental Assisting: Tinsworth Orthodontics

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 Board of Manatee County and Tinsworth Orthodontics for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Tinsworth Ortho, Board Date 050923

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with Tinsworth Orthodontics

Address: 1500 59th Street West Bradenton, FL 34209

This agreement is made this 9 day of May 2023 between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Tinsworth Orthodontics (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Tinsworth Orthodontics for clinical experience.

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

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor. All such records shall be delivered to and maintained by and in accordance with its

policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site. The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

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

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

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5. The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9. The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10. The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required;
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate

accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from May 9, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

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

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

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

Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at:
http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

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

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

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

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

Indemnification: To the extent permitted by law, affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

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

Custodian of Public Records: If the affiliating site has questions regarding the applicability of chapter 119, Florida statutes, to the affiliating sites duty to provide public records relating to this memorandum of understanding, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

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

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

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, Tinsworth Orthodontics and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date_____ By: Derrick J. Tinsworth DMD

(Affiliating Site Authorized Signature)

Title: Orthodontist - CEO

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Tinsworth Orthodontics

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

Jennifer Gilray, Ed.D.
Assistant Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2023

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

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

PRODUCER	CONTACT NAME:	
MCGRIFF INSURANCE SERVICES INC/PHS 22274030 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC#
Steven H Tinsworth DMD PA 1500 59TH ST W BRADENTON FL 34209-4634	INSURER A : Twin City Fire Insurance Company	29459
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			22 SBA VW2772	01/19/2023	01/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			22 SBA VW2772	01/19/2023	01/19/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			22 SBA VW2772	01/19/2023	01/19/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	DATA BREACH - BUS INC & EX EXP			22 SBA VW2772	01/19/2023	01/19/2024	Limit	$50,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

School Board of Manatee County
PO Box 9069
BRADENTON FL 34206-9069

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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DIVISION OF CORPORATIONS



Detail by Document Number

Florida Profit Corporation
STEVEN H. TINSWORTH, D.M.D., P.A.

Filing Information

Document Number	552203
FEI/EIN Number	59-1778321
Date Filed	11/16/1977
State	FL
Status	ACTIVE

Principal Address

1500 59TH STREET WEST
BRADENTON, FL 34209

Changed: 07/21/1987

Mailing Address

1500 59TH STREET WEST
BRADENTON, FL 34209

Changed: 07/21/1987

Registered Agent Name & Address

TINSWORTH, STEVEN H, Dr.
1500 59TH STREET WEST
BRADENTON, FL 34209

Name Changed: 02/11/2015

Address Changed: 02/07/2000

Officer/Director Detail

Name & Address

Title DR

TINSWORTH, STEVEN H
4121 Overture Circle
BRADENTON, FL 34209

Annual Reports

Report Year	Filed Date
2021	01/28/2021
2022	04/09/2022
2023	01/11/2023

Document Images

01/11/2023 -- ANNUAL REPORT	View image in PDF format
04/09/2022 -- ANNUAL REPORT	View image in PDF format
01/28/2021 -- ANNUAL REPORT	View image in PDF format
03/19/2020 -- ANNUAL REPORT	View image in PDF format
06/17/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
02/02/2016 -- ANNUAL REPORT	View image in PDF format
02/11/2015 -- ANNUAL REPORT	View image in PDF format
02/19/2014 -- ANNUAL REPORT	View image in PDF format
06/22/2013 -- ANNUAL REPORT	View image in PDF format
02/20/2012 -- ANNUAL REPORT	View image in PDF format
03/14/2011 -- ANNUAL REPORT	View image in PDF format
02/11/2010 -- ANNUAL REPORT	View image in PDF format
01/23/2009 -- ANNUAL REPORT	View image in PDF format
01/30/2008 -- ANNUAL REPORT	View image in PDF format
01/23/2007 -- ANNUAL REPORT	View image in PDF format
02/06/2006 -- ANNUAL REPORT	View image in PDF format
02/15/2005 -- ANNUAL REPORT	View image in PDF format
02/13/2004 -- ANNUAL REPORT	View image in PDF format
08/04/2003 -- ANNUAL REPORT	View image in PDF format
04/17/2002 -- ANNUAL REPORT	View image in PDF format
02/06/2001 -- ANNUAL REPORT	View image in PDF format
02/07/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- ANNUAL REPORT	View image in PDF format
03/03/1998 -- ANNUAL REPORT	View image in PDF format
02/13/1997 -- ANNUAL REPORT	View image in PDF format
04/22/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM NO. 11.3

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Above & Beyond Orthodontics for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 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 Dental Assisting: Above & Beyond Orthodontics

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 Board of Manatee County and Above & Beyond Orthodontics for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Above and Beyond, Board Date 050923

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with Above & Beyond Orthodontics, P.A.

Address: 3982 Bee Ridge Road Building H, Unit B Sarasota, FL 34233

This agreement is made this _9___ day of _May 2023_, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Above & Beyond Orthodontics, P.A. (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Above & Beyond Orthodontics, P.A.for clinical experience.

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

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor. All such records shall be delivered to and maintained by and in accordance with its

policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site. The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

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

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

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) **The** Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5. The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9. The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10. The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required;
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate

accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from May 9, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

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

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

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

Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at:
http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

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

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

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

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

Indemnification: To the extent permitted by law, affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

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

Custodian of Public Records: If the affiliating site has questions regarding the applicability of chapter 119, Florida statutes, to the affiliating sites duty to provide public records relating to this memorandum of understanding, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

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

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

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, Above & Beyond Orthodontics, P.A. and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 3/7/23 By:

(Affiliating Site Authorized Signature)

Title: President

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Above & Beyond Orthodontics

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

MANATEE TECHNICAL COLLEGE

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2023

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

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

PRODUCER	CONTACT NAME:	
Pearl Insurance 1200 E Glen Ave Peoria Heights, IL. 61611	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Association of Orthodontist Insurance Co	10232
INSURED Dr. Francis J. Pazulski Above and Beyond Orthodontics, PA 3982 Bee Ridge Rd, Bldg H, Unit B Sarasota, FL. 34233	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Retroactive Date: 02/01/2015			PLC15FL123389-09	02/01/2023	02/01/2024	$1,000,000 per claim $3,000,000 aggregate	

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
ABOVE & BEYOND ORTHODONTICS, P.A.

Filing Information

Document Number	P05000146650
FEI/EIN Number	20-3723949
Date Filed	11/01/2005
State	FL
Status	ACTIVE

Principal Address

3982 BEE RIDGE ROAD BUILDING H, UNIT B
SARASOTA, FL 34233

Changed: 04/22/2007

Mailing Address

3982 BEE RIDGE ROAD BUILDING H, UNIT B
SARASOTA, FL 34233

Changed: 04/22/2007

Registered Agent Name & Address

PAZULSKI, FRANK J
2806 DICK WILSON DR.
SARASOTA, FL 34240

Name Changed. 04/17/2009

Address Changed: 04/17/2009

Officer/Director Detail

Name & Address

Title DR.

PAZULSKI, FRANK JD.D.S.
3982 BEE RIDGE ROAD BUILDING H, UNIT B
SARASOTA, FL 34233

Annual Reports

Report Year	Filed Date
2020	06/09/2020
2021	04/20/2021
2022	03/07/2022

Document Images

03/07/2022 -- ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
06/09/2020 -- ANNUAL REPORT	View image in PDF format
04/09/2019 -- ANNUAL REPORT	View image in PDF format
04/11/2018 -- ANNUAL REPORT	View image in PDF format
02/13/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
03/03/2015 -- ANNUAL REPORT	View image in PDF format
04/10/2014 -- ANNUAL REPORT	View image in PDF format
04/16/2013 -- ANNUAL REPORT	View image in PDF format
04/24/2012 -- ANNUAL REPORT	View image in PDF format
04/20/2011 -- ANNUAL REPORT	View image in PDF format
04/13/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
04/23/2008 -- ANNUAL REPORT	View image in PDF format
04/22/2007 -- ANNUAL REPORT	View image in PDF format
03/31/2006 -- ANNUAL REPORT	View image in PDF format
11/01/2005 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 11.4

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Rubino Dental, LLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 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 Dental Assisting: Rubino 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 Board of Manatee County and Rubino Dental, LLC, for clinical experience for Manatee Technical College(MTC) Dental Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Rubino Dental, Board Date 050923

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with Rubino Dental, LLC

Address: 1906-G 59th Street West Bradenton, FL 34209

This agreement is made this _9___ day of _May 2023__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Rubino Dental, LLC (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Rubino Dental, LLC for clinical experience.

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

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

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

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site. The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

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

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

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5. The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9. The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10. The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required;
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from May 9, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

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

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

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

_Lunsford_Act

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

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

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

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

Indemnification: To the extent permitted by law, affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone

involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

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

Custodian of Public Records: If the affiliating site has questions regarding the applicability of chapter 119, Florida statutes, to the affiliating sites duty to provide public records relating to this memorandum of understanding, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no

contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or

independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

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, Rubino Dental, LLC and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 4-11-2023 By: Ramon G. Rubio

(Affiliating Site Authorized Signature)

Title: President

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Rubino Dental, LLC

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

MANATEE TECHNICAL COLLEGE

Jennifer Gilray, Ed.D.
Assistant Director

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: 09/06/2022
Effective Date: 11/06/2022	**A Claims-Made Professional Liability Policy**
First Named Insured: **Thomas G Rubino DDS** **1906-G 59th Street West** ***Bradenton, FL 34209***	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is *not part of the Policy described below, and does* not change or extend the coverage provided by that Policy.

Insured: **Thomas G Rubino DDS**		
Specialty: **DDS12 - *Periodontist-Doing Sinus Lifts/Conscious***		
Policy Number:	Policy Period:	
0964157	**From: 11/06/2022**	**To: 11/06/2023**
Retroactive Date:	Departure Period:	
11/06/1989	**From: N/A**	**To: N/A**
The Insured above is: ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**	

LIMITS OF LIABILITY

Claim Limit:	**$1,000,000**
Aggregate Limit:	**$3,000,000**

I. *Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.*

II. Photocopies of this document are deemed as valid as the original.

III. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.

IV. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.

V. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

40.0864157.11.72.8085945

THE DOCTORS COMPANY

A CLAIMS-MADE PROFESSIONAL LIABILITY POLICY

DECLARATIONS PAGE

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0964157	(12:01 A.M. Standard Time at the Principal Address of the First Named Insured)	11/06/2022		11/06/2023

First Named Insured:
Thomas G Rubino DDS

Principal Address:
1906-G 59th Street West
Bradenton, FL 34209

Mailing Address:
1906-G 59th Street West
Bradenton, FL 34209

Coverage under your policy is subject to the terms and conditions of the Forms and Endorsements listed below:

DEN002S 04/16	Declarations Page Schedule of Insureds	DEN314 09/22 BAA 04/16	CyberGuard Coverage Business Associate Agreement
DEN101FL 04/16	Florida Changes		
DEN313 09/22	MediGuard Coverage		

Policy Premium:	$2,718.27
Taxes:	$54.37
Total:	$2,772.64

Agency:
FDA Services, Inc.
545 John Knox Rd, Ste. 201
Tallahassee, FL 32303
(800)877-7597

Company:
The Doctors Company
185 Greenwood Road
P.O. Box 2900
Napa, CA 94558-0900
(707)226-0100, (800)421-2368

Date Issued: **09/06/2022**

THIS IS A CLAIMS-MADE POLICY - READ YOUR POLICY CAREFULLY

40.0964157.13.72.8085945

THE DOCTORS COMPANY

DECLARATIONS PAGE
SCHEDULE OF INSUREDS

Policy Number	Policy Period from	Effective Date	to	Expiration Date
0964157		**11/06/2022**		**11/06/2023**

First Named Insured: **Thomas G Rubino DDS**

Date Issued: 09/06/2022

Schedule of Named Insureds:

Named Insured: **Thomas G Rubino DDS**
Specialty: **Periodontist-Doing Sinus Lifts/Conscious**
Coverage A: Claim Limit: **$1,000,000** *Aggregate Limit:* **$3,000,000**
Retroactive Date: **11/06/1989** Rating Territory: **Florida Area B**
Effective Date: **11/06/2022**

Schedule of Additional Insureds:

Additional Insured: **Thomas G. Rubino, D.D.S., M.S., P.A.**
Retroactive Date: **11/06/2012** Rating Territory: **Florida Area B**
Effective Date: **11/06/2022**



Detail by Entity Name

Florida Limited Liability Company
RUBINO DENTAL, LLC

Filing Information

Document Number	L21000102662
FEI/EIN Number	86-3172454
Date Filed	03/11/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	12/20/2022

Principal Address

1906 - G 59TH STREET WEST
BRADENTON, FL 34209

Mailing Address

1906 - G 59TH STREET WEST
BRADENTON, FL 34209

Registered Agent Name & Address

HENDRICKSON, ROBERT W, III
601 12TH STREET WEST
BRADENTON, FL 34205-7414

Name Changed: 12/20/2022

Authorized Person(s) Detail

Name & Address

Title MGR

RUBINO, THOMAS G
1906 - G 59TH STREET WEST
BRADENTON, FL 34209

Title MGR

RUBINO, RYAN T

1906 - G 59TH STREET WEST
BRADENTON, FL 34209

Annual Reports

Report Year	Filed Date
2022	12/20/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
12/20/2022 -- REINSTATEMENT	View image in PDF format
03/12/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State Division of Corporations

AGENDA ITEM NO. 11.5

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Susan J. Souffront, DDS, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 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 Dental Assisting: Susan J. Souffront, 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 Board of Manatee County and Susan J. Souffront, DDS, PA, for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 school years, no financial impact.

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Agreement Susan J Souffront DDS, Board Date 050923

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with Susan J. Souffront, DDS, PA

Address: 4963 SR 64 East Bradenton, FL 34208

This agreement is made this 9 day of May 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Susan J. Souffront, DDS, PA (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Susan J. Souffront, DDS, PA for clinical experience.

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

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor. All such records shall be delivered to and maintained by and in accordance with its

policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site. The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

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

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

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5. The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9. The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10. The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required;
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate

accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from May 9, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

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

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

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

Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at:
http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

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

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

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

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

Indemnification: To the extent permitted by law, affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

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

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

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

Custodian of Public Records: If the affiliating site has questions regarding the applicability of chapter 119, Florida statutes, to the affiliating sites duty to provide public records relating to this memorandum of understanding, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

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

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

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

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, Susan J. Souffront, DDS, PA and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 04/04/2023 By: [signature]

(Affiliating Site Authorized Signature)

Title: Dentist / Owner

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Susan J. Souffront, DDS, PA

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2023

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

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

PRODUCER	CONTACT NAME: She Hicks	
Al Purmort Insurance 3340 Bee Ridge Road Sarasota FL 34239	PHONE (A/C, No, Ext): (941) 924-3808	FAX (A/C, No): (941) 924-8799
	E-MAIL ADDRESS: shicks@shepherdins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
SUSAN J SOUFFRONT DDS PA 4963 E STATE ROAD 64 BRADENTON FL 34208-5530	INSURER A: Main Street America Protection Ins Company	13026
	INSURER B: Old Dominion Insurance Co	40231
	INSURER C: Zenith Insurance Company	13269
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22/23 GL UMB WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER.			BPG3704G	10/12/2022	10/12/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUG3704G	10/12/2022	10/12/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z049815320	05/22/2022	05/22/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

Certificate for Insured

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DIVISION OF CORPORATIONS



Detail by Document Number

Florida Profit Corporation
SUSAN J. SOUFFRONT, D.D.S., P.A.

Filing Information

Document Number	P00000037524
FEI/EIN Number	65-1004422
Date Filed	04/10/2000
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/22/2004
Event Effective Date	NONE

Principal Address

4963 SR 64 EAST
BRADENTON, FL 34208

Changed: 01/23/2001

Mailing Address

4963 SR 64 EAST
BRADENTON, FL 34208

Changed: 01/23/2001

Registered Agent Name & Address

Blackburn, Catherine E
5230 Central Ave.
St. Petersburg, FL 33707

Name Changed: 03/10/2020

Address Changed: 03/10/2020

Officer/Director Detail

Name & Address

Title PST

SOUFFRONT, SUSAN
7126 HAWKS HARBOR CIRCLE
BRADENTON, FL 34207

Annual Reports

Report Year	Filed Date
2020	03/10/2020
2021	04/08/2021
2022	04/12/2022

Document Images

04/12/2022 -- ANNUAL REPORT	View image in PDF format
04/08/2021 -- ANNUAL REPORT	View image in PDF format
03/10/2020 -- ANNUAL REPORT	View image in PDF format
03/04/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
03/28/2017 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
02/11/2013 -- ANNUAL REPORT	View image in PDF format
02/15/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
03/12/2009 -- ANNUAL REPORT	View image in PDF format
04/21/2008 -- ANNUAL REPORT	View image in PDF format
01/15/2007 -- ANNUAL REPORT	View image in PDF format
01/19/2006 -- ANNUAL REPORT	View image in PDF format
02/02/2005 -- ANNUAL REPORT	View image in PDF format
12/22/2004 -- Amendment	View image in PDF format
07/21/2004 -- ANNUAL REPORT	View image in PDF format
05/30/2003 -- ANNUAL REPORT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
03/22/2002 -- ANNUAL REPORT	View image in PDF format
01/23/2001 -- ANNUAL REPORT	View image in PDF format
04/10/2000 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 11.6

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Continued Purchase of Adobe Creative Cloud Enterprise Licenses, SDMC No. 24-0007-RG, Renewal, Estimated in the Amount of $85,000.00 Annually

Executive Summary
Through the Florida Career and Professional Education ACT (CAPE), the School District of Manatee County has established classrooms for students to have the opportunity to acquire industry certifications in Adobe software. Earning the certifications gives each student an advantage when entering the workforce. All Adobe certifications are tested using the Adobe Creative Cloud software. The license structure is a per-user license that includes the full suite for all users. The IT department also purchases Adobe Creative Cloud licenses to distribute to all district employees. These licenses renew annually.

Historical expenditures are as follows:

- 2020-2021 $82,903.12
- 2021-2022 $83,425.72
- 2022-2023 $84,848.76

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

The supplier is Insight Public Sector, Inc., Herndon, VA, Florida Document No. F97000003532.

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 approval of the continued purchase Adobe Creative Cloud Enterprise License, SDMC No. 24-0007-RG, renewal, estimated in the amount of $85,000.00 annually.

Financial Impact
The cost to implement this agenda item will not exceed $85,000.00 per year. The funding source for this expenditure is CAPE funds, the IT Department budget, and various school and department budgets.

Contact
Submitting Departments: Adult, Career and Technical Education, Information Technology and Purchasing
Initiated By: Paul Gansemer, Scott Hansen and Ruth Gruett

Attachments:
Quotation #0226042410 - SCHOOL BOARD OF MANATEE CO INSIGHT PUBLIC SECTOR
Quotation #0226042524 - SCHOOL BOARD OF MANATEE CO INSIGHT PUBLIC SECTOR

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10228857

SCHOOL BOARD OF MANATEE COUNTY
ACCOUNTS PAYABLE
PO BOX 9069
BRADENTON FL 34206-9069

SHIP-TO

SCHOOL BOARD OF MANATEE COUNTY
SCHOOL WAREHOUSE
1 MATZKE WAY
BRADENTON FL 34208-7458

Quotation

Quotation Number	:	0226042410
Document Date	:	08-MAR-2023
PO Number	:	
PO release:	:	
Sales Rep	:	Andrew Lawrence
Email	:	ANDREW.LAWRENCE@INSIGHT.COM
Telephone	:	+18704809791
Sales Rep 2	:	Lea Cristino
Email	:	LEA.CRISTINO@INSIGHT.COM
Telephone	:	+632135327842

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery:	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
65291811BB04A12	Adobe Creative Cloud for Enterprise - All Apps - Subscription Renewal - 1 named user Coverage Dates: 26-SEP-2023 - 25-SEP-2024 STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# ADSPO16-138244 / 43230000-NASPO-16-ACS-SOFTWARE VAR) LICENSE : FF337A7F6C1290439D1A DEPLOY DATE : 08-MAR-2023	10,088	4.71	47,514.48

Product Subtotal	47,514.48
TAX	0.00
Total	47,514.48

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Andrew Lawrence
+18704809791
ANDREW.LAWRENCE@INSIGHT.COM

Lea Cristino
+632135327842
LEA.CRISTINO@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10228857

SCHOOL BOARD OF MANATEE COUNTY
ACCOUNTS PAYABLE
PO BOX 9069
BRADENTON FL 34206-9069

SHIP-TO

SCHOOL BOARD OF MANATEE COUNTY
SCHOOL WAREHOUSE
1 MATZKE WAY
BRADENTON FL 34208-7458

Quotation

Quotation Number	:	0226042524
Document Date	:	08-MAR-2023
PO Number	:	
PO release:	:	
Sales Rep	:	Andrew Lawrence
Email	:	ANDREW.LAWRENCE@INSIGHT.COM
Telephone	:	+18704809791
Sales Rep 2	:	Lea Cristino
Email	:	LEA.CRISTINO@INSIGHT.COM
Telephone	:	+632135327842

We deliver according to the following terms:

Payment Terms	:	Net 30 days
Ship Via	:	Electronic Delivery
Terms of Delivery:	:	FOB DESTINATION
Currency	:	USD

Material	Material Description	Quantity	Unit Price	Extended Price
65291811BB04A12	Adobe Creative Cloud for Enterprise - All Apps - Subscription Renewal - 1 named user Coverage Dates: 26-SEP-2023 - 25-SEP-2024 STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# ADSPO16-138244 / 43230000-NASPO-16-ACS-SOFTWARE VAR) LICENSE : FF337A7F6C1290439D1A DEPLOY DATE : 08-MAR-2023	7,700	4.71	36,267.00

Product Subtotal	36,267.00
TAX	0.00
Total	36,267.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Andrew Lawrence
+18704809791
ANDREW.LAWRENCE@INSIGHT.COM

Lea Cristino
+632135327842
LEA.CRISTINO@INSIGHT.COM

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https://www.insight.com/terms-and-policies

AGENDA ITEM NO. 11.7

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Use of School District of Osceola County's Bid on Automobile & Light Duty Truck Parts Catalog Discount, SDMC No. 23-0114-BS, Estimated in the Amount of $100,000.00 Annually

Executive Summary
School District of Osceola County issued a bid for automobile and light duty truck parts catalog discount bid No. SDOC-23-B-065-HS. This bid will be utilized to purchase fleet-related maintenance equipment, marine, aviation and auto supplies, tools, and services. The equipment and tools will be purchased for high schools and Manatee Technical College auto tech, aviation, and marine tech labs.

The requested contract is for the period of May 16, 2023 through May 15, 2026. This original bid for a period of three (3) years with the option to renew for one (1) additional one-year period.

Vendors agreed to extend the pricing to the School District Manatee County under the same terms and conditions as the School Board of Seminole County bid.

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing proposals of other public entities upon agreement by the awarded vendor(s).

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period.

School Board of Seminole County awarded their Proposal to Matco Tools Corporation , Stow, FL, Florida Document No. F93000002360.

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 use of School District of Osceola County's bid on automobile & light duty truck parts catalog discount, SDMC No. 23-0114-BS, estimated in the amount of $100,000.00 annually.

Financial Impact
The funding source for this annually estimated expenditure is General Funds, Special Projects, Federal Projects, and Capital Accounts. Expenditures are included in the school sites and departments approved budget for 2022-2023.

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

Attachments:
Matco Participating Agreement

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

PARTICIPATING AGREEMENT, SDMC No. 23-0114-BS

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and Matco Tools Corporation (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **The School District of Osceola County** competitively procured and awarded **Automobile and Light Duty Truck Parts Catalog Discount # SDOC-23-B-065-HS** and is hereto as Exhibit A, ("Solicitation"). A contract was executed **January 17, 2023** between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to **purchase of equipment, tools and parts** pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on **May 10, 2023** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **School District of Osceola County**.

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

4.4 Exhibit C, **School District of Osceola County tabulation.**

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

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

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

5.3 **THIRD PARTY BENEFICIARIES:** This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

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

5.5 **RELATIONSHIP OF PARTIES:** The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

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

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

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

5.7 **INDEMNIFICATION**: To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

5.8 **CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

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

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

5.11 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contracting party with The School Board of Manatee County, will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

5.12 **STANDARDS OF CONDUCT:** The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of

the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

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

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

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

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

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

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

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

5.22 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

5.23 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

5.24 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

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

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

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards,

orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

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

5.32 **OTHER PROVISIONS:**

5.32.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

5.32.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from

the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

5.32.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

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

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

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

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:

6.1.1 Exhibit A: Original Solicitation and contractors Reply
6.1.2 Exhibit B: Pricing proposal for School District of Osceola Tabulation

7.1 **COVID 19**

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

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: _____

SIGNATURES:

CONTRACTOR

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

SCHOOL DISTRICT OF MANATEE COUNTY

_____	_____
Legal Counsel	Date
_____	_____
Superintendent	Date
_____	_____
Board Chair	Date

AGENDA ITEM NO. 11.8

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Sole Source to Purchase BadgePass ID Card Machines, Supplies, Software/Subscription Licensing, and Service, SDMC No. 24-0004-KD, Continued Procurement of Products and Services, Estimated in the Amount of $75,000.00 Annually

Executive Summary
The District previously purchased ID card machines, supplies, and service for school and support sites as part of the safety and security plan, to integrate with transportation software and products, and centralizing all employee and student id badges to a single system starting in 2020-2021. The implementation spanned fiscal year 2019-2020 and 2020-2021. All students and staff in the District have an ID card to display and utilize for their various tasks. The District supplied the initial machines, supplies, and services for this project. Now that the initial implementation is complete, the District is responsible for the annual BadgePass software/subscription fees each year thereafter. Schools and departments also need to purchase additional supplies and equipment as needed to support the printing of new badges, replacements, etc. Additional products, supplies, and services may be purchased as needed throughout the approval period.

The sole source provider for BadgePass is:

- Diversified Business Machines, Inc., Seminole, FL, Florida Document No. L51834

The requested contract is for the period of July 1, 2023 through June 30, 2024.

Historical Expenditures are as follows:

- Fiscal Year 2020-2021 $26,409.83
- Fiscal Year 2021-2022 $61,504.08
- YTD Fiscal Year 2022-2023 $70,714.29

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

State Board Rule 6A-1.045 states, “Single source purchases are purchases of commodities or contractual services available only from a single source. Pursuant to Section 287.057(5)(c), F.S., such purchases are excepted from the competitive solicitation process.”

Subsection 6A-1.012(8) F.A.C. (14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.004(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

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

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

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

Recommendation
The Superintendent recommends approval of Sole Source to purchase BadgePass ID card machines, supplies, software/subscription licensing, and service, SDMC No. 24-0004-KD, continued procurement of products and services, estimated in the amount of $75,000.00 annually.

Financial Impact
The funding source for this annually estimated expenditure is General, and other District funds as needed and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Purchasing and Information Technology
Initiated By: Ruth Gruett and Scott Hansen

Attachments:
DBM BadgePass Sole Source Letter 2023
240004 Diversified Business Machines Contract for Services w. JLA Unsigned

BADGEPASS™

March 31st, 2023

To Whom It May Concern:

As the manufacturer of BadgePass, we would like to personally thank you for your interest in our BadgePass Enterprise Identity Management Platform, BadgePass NXT5000 Card Printer, BadgePass NXTElite Card Printer, and Halo Card Printer.

Please be advised that Diversified Business Machines is the Authorized Dealer for BadgePass products in the counties Charlotte, Citrus, Desoto, Hardee, Hillsborough, Hernando, Manatee, Paso, Pinellas, Polk, and Sarasota in the state of Florida.

BadgePass maintains very strict guidelines as to who is able to sell and support our software in order to make sure your experience is the best possible. I feel confident that your service with Diversified Business Machines will be outstanding. Please feel free to call me with any concerns you have.

Best regards,



Tyler Smith
Director of Sales
BadgePass, Inc.
280 Trace Colony Park
Ridgeland, MS 39157
601.499.2131

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM District FUNDS (Budgeted, Federal, Grant, Internal) | District (Name of School/Department) | PO# 24-0004-KD

- (●) $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ( ) $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ( ) $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 3 day of April , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Diversified Business Machines, Inc.. (Vendor).

VENDOR:

Business Name: Diversified Business Machines, Inc. Vendor No. 3501
Representative: Terri Fox Position: Office Manager
Address: 13177 Park Boulevard
City: Seminole State: Florida Zip: 33776
Phone: 727-547-2273 Email: tfox@d-bm.com
SDMC Employee: Yes: (____) No: (X) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}
ID card machine products and services as needed throughout the District. This includes service of BadgePass and other equipment, as needed.

And shall be performed at the following location(s): District Sites
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0004-KD, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $As Quoted per unit where the unit of measure is As Quoted.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line _____

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

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

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

AGENDA ITEM NO. 11.9

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Sole Source to Purchase Apple Products and Services, SDMC No. 24-0005-KD, Continued Procurement of Products and Services, Estimated in the Amount of $250,000.00 Annually

Executive Summary
The District purchases Apple products and services including but not limited to iPads/tablets, computers, and software. These items are purchased instead of HP products for various reasons such as software/application purposes, student needs, or other circumstances.

The sole source provider for Apple products and services is:

- Apple, Inc., Cupertino, CA, Florida Document No. 853146

The requested contract is for the period of July 1, 2023 through June 30, 2024.

Historical Expenditures are as follows:

- Fiscal Year 2020-2021 $149,493.00
- Fiscal Year 2021-2022 $50,852.00
- YTD Fiscal Year 2022-2023 $436,710.00

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

State Board Rule 6A-1.045 states, “Single source purchases are purchases of commodities or contractual services available only from a single source. Pursuant to Section 287.057(5)(c), F.S., such purchases are excepted from the competitive solicitation process.”

Subsection 6A-1.012(8) F.A.C. (14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.004(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

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 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 Sole Source to purchase Apple products and services, SDMC No. 24-0005-KD, continued procurement of products and services, estimated in the amount of $250,000.00

annually.

Financial Impact
The funding source for this annually estimated expenditure is General, Millage, and other District funds as needed and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Purchasing and Information Technology
Initiated By: Ruth Gruett and Scott Hansen

Attachments:
Single Source Letter for Manatee County School District

APPLE CONFIDENTIAL

April 14, 2023

RE: Apple Sole Source Letter

Manatee County School District
Kimberlie Dufon
215 MANATEE AVE W
BRADENTON, FL 34205-8840

Dear Kimberlie:

The purpose of this Apple Sole Source Letter is to inform you and your organization that Apple Inc. ("Apple") is the sole source provider of Apple Products for private and public K-12 education institutions in the United States with a few limited exceptions.

"Apple Products" refers to Services, CTO Products, hardware and software products manufactured, distributed, or licensed under an Apple-owned or licensed brand name that an Apple customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third-party software and all other third party products. "Services" means collectively, the standard, price-listed services, support, and/or training products sold under the Apple brand name. "Configure-To-Order Products" or "CTO Products" means Products that Apple modifies from its standard configurations and that are available to an Apple customer only by special order.

The only source of Apple Products for private or public K-12 education institutions is Apple with a few limited exceptions. Only a handful of strategic resellers, such as AT&T, Sprint, T-Mobile, and Verizon, are authorized to sell Apple Products to private and public K-12 education institutions in the United States.

Apple will continue to have a direct sales and purchasing relationship with K-12 education institutions and, aside from a very small number of exceptions, will continue to be the sole source for all of the Apple Products sold to K-12 education institutions.

Apple may change or update this letter in its sole discretion.

Sincerely,



Johnny Mendoza
Apple Inc.
U.S. Contract Operations - WW Legal/Commercial

AGENDA ITEM NO. 11.10

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Vehicles

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 of.

School Board of Manatee County Policy No 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 To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of request to declare surplus and dispose of District vehicles.

Financial Impact
All property is fully depreciated. Any 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:
Bus White Fleet Disposal 5-9-23
Titles-649-655-827-839-925

Unit No.	Model Year	Manufacturer	Vehicle Information	VIN	Capacity	Engine	Trans	Mileage	Reason	Notes
925	2007	Ford	F650 Short Bus	3FRNF65F47V517388	32	7.3	Allison	162,780	Age/Cost to Maintain	As Is
649	2011	Thomas C2	Front Engine School Bus	4UZABRDT5BCBA1750	77	DT466E	Allison	152,236	Age/Cost to Maintain	As Is
655	2011	Thomas C2	Front Engine School Bus	4UZABRDTXBCBA1744	77	DT466E	Allison	145,214	Age/Cost to Maintain	As Is
827	2006	Ford	Van E150	1FTRE14L46HA75281		4.6	Ford	249,386	Age/Cost to Maintain	As Is
839	2006	Ford	Truck F250	4DRBWAAR76A170350		5.4	Ford	240,455	Age/Cost to Maintain	As Is

STATE OF FLORIDA

Mail ... atisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, ... assee, FL 32399-0500

A07153

Identification Number	Year	Make	Body	WT-L-BHP	...el Regis. No.	Title Number
4UZABRDT5BCBA1750	2011	THMS	BU	20690		106773151

Date of Issue 07/11/2011

Registered Owner:

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVE W
BRADENTON FL 34208

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

649

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVE W
BRADENTON FL 34205-8840

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
4UZABRDT5BCBA1750	2011	THMS	BU	20690		106773151

Prev State	Color	Primary Brand	Secondary Brand	No. of Brands	Use	Prev Issue Date
N					PRIVATE	

Odometer Status or Vessel Manufacturer or CIN use	Hull Material	Prop	Date of Issue
736 MILES 06/27/2011 ACTUAL			07/11/2011

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVE W
BRADENTON FL 34208

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA

Sandra C. Lambert
Director

Control Number 105151674

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Julie L. Jones
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____ Address: _____

Seller Must Enter Selling Price: _____ Seller Must Enter Date Sold: _____

I/We state that the [ ] 5 or [ ] 6 digit odometer now reads [_][_][_][_][_][_] (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:

[ ] 1. reflects ACTUAL MILEAGE. [ ] 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. [ ] 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: _____ CO-SELLER Must Sign Here _____

Print Here: _____ Print Here _____

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected _____

Auction Name _____ License Number _____

PURCHASER Must Sign Here: _____ WITNESS Must Sign Here _____

Print Here: _____ Print Here _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF ALTERED

VOID IF ALTERED

HSMV 82250 (REV. 04/08) STATE OF FLORIDA

STATE OF FLORIDA

Mail I[illegible]atisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, T[illegible]hassee, FL 32399-0500

A06870

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
4UZABRDTXBCBA1744	2011	THMS	BU	20690		106753478

Registered Owner:

Date of Issue 07/07/2011

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVE W
BRADENTON FL 34208

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

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2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVE W
BRADENTON FL 34205-8840

#655

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
4UZABRDTXBCBA1744	2011	THMS	BU	20690		106753478

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N					PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
730 MILES 06/30/2011 ACTUAL			07/07/2011

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

SCHOOL BOARD OF MANATEE COUNTY
215 MANATEE AVE W
BRADENTON FL 34208

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA

Sandra C. Lambert
Director

Control Number 102365990

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Julie L. Jones
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: Address:

Seller Must Enter Selling Price: Seller Must Enter Date Sold:

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|_|_|_| X | (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: CO-SELLER Must Sign Here

Print Here: Print Here

Selling Dealer's License Number: Tax No. Tax Collected:

Auction Name License Number:

PURCHASER Must Sign Here: CO-PURCHASER Must Sign Here

Print Here: Print Here

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

VOID IF ALTERED

VOID IF ALTERED

HSMV 82250 (REV. 04/08) STATE OF FLORIDA

A12880

STATE OF FLORIDA

IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
1FTRE14L46HA75281	2006	FORD		VN	4675		94149834

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

09/30/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

MAIL TO:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

827

LIEN SATISFACTION

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1FTRE14L46HA75281	2006	FORD		VN	4675		94149834

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N	WHI				PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
10 MILES 09/07/2005 ACTUAL			09/30/2005

REGISTERED OWNER
SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED
BY _____
TITLE _____ DATE _____

1ST LIENHOLDER

NONE

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

CARL A. FORD
DIRECTOR

Control Number 74460965

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: _____ Address _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.xx (no tenths) miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

Selling Price: $_____ Date Sold: _____

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____ Printed Name of Purchaser: _____

Signature of Co-Purchaser: _____ Printed Name of Co-Purchaser: _____

Signature of Seller: _____ Printed Name of Seller: _____

Signature of Co-Seller: _____ Printed Name of Co-Seller: _____

(When Applicable)

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $_____

Auction Name _____ License Number: _____

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

A12200

IDENTIFICATION NUM	YR	MAKE	MC	BODY	WT-L-BHP	VESSEL REGIS. NO.	LE NUMBER
1FDSW21586EB50040	2006	FORD		TR	6262		94564975

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

12/01/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE DATE

839

MAIL TO:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

STATE OF FLORIDA

LIEN SATISFACTION

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1FDSW21586EB50040	2006	FORD		TR	6262		94564975

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N	WHI				PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
25 MILES 10/31/2005 ACTUAL			12/01/2005

REGISTERED OWNER
SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE DATE

1ST LIENHOLDER

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

CARL A. FORD
DIRECTOR

Control Number 75331683

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

VOID IF ALTERED

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

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Purchaser: _____ Address _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.xx (no tenths) miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

Selling Price: $_____ Date Sold: _____

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____ Printed Name of Purchaser: _____

Signature of Co-Purchaser: _____ Printed Name of Co-Purchaser: _____

Signature of Seller: _____ Printed Name of Seller: _____

Signature of Co-Seller: _____ Printed Name of Co-Seller: _____

(When Applicable)

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $_____

Auction Name _____ License Number: _____

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

STATE OF FLORIDA

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

T# 843922336
B# 1916833

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
3FRNF65F47V517388	2007	FORD	BU	14077		118038002

Registered Owner:

SCHOOL BOARD OF MANATEE COUNTY
C/O LAKEWOOD RANCH HS 5500 LAKEWOOD RANCH BLVD
BRADENTON, FL 34211

Date of Issue 03/04/2015

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

#925

Mail To:

SCHOOL BOARD OF MANATEE COUNTY
C/O LAKEWOOD RANCH HS 5500 LAKEWOOD RANCH BLVD
BRADENTON, FL 34211

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No	Title Number
3FRNF65F47V517388	2007	FORD	BU	14077		118038002

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
OH					PRIVATE	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
159,077 MILES 02/23/2015 ACTUAL			03/04/2015

Lien Release
Interest in the described vehicle is hereby released.
By_____
Title_____
Date_____

Registered Owner
SCHOOL BOARD OF MANATEE COUNTY
C/O LAKEWOOD RANCH HS 5500 LAKEWOOD RANCH BLVD
BRADENTON, FL 34211

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton Boyd Walden
Director

Control Number 117314314

16 /1 117314314

Terry L. Rhodes
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price:_____ Seller Must Enter Date Sold:_____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads [| | | | | |] [X] (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☒ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here:_____ CO-SELLER Must Sign Here:_____

Print Here:_____ Print Here:_____

Selling Dealer's License Number:_____ Tax No.:_____ Tax Collected:_____

Auction Name:_____ License Number:_____

PURCHASER Must Sign Here:_____ CO-PURCHASER Must Sign Here:_____

Print Here:_____ Print Here:_____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

VOID IF ALTERED

VOID IF ALTERED

AGENDA ITEM NO. 11.11

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Renew Student Accident Insurance & Ancillary Student Accident Insurance, SDMC No. 24-0009-RG, Estimated in the Amount of $137,000.00

Executive Summary
The School Board of Manatee County has historically provided supplemental student accident insurance at no cost to parents to help with the costs of medical care associated with student accidents during the regularly scheduled school day. Students are also covered while participating in activities that are exclusively sponsored, funded, scheduled, and supervised by District employees during the current school term, including day field trips, regularly scheduled physical education classes, intramural sports, and before and after school care. This policy does not cover students participating in extra-curricular sports activities. This policy is a supplemental or excess policy and does not pay 100% of the medical expenses. This includes administration of claims.

Year-to-date expenditures through March, 2023 are $50,282.90 Expenditures for school year 2021-2022 were $67,879.55.

Additionally, the School District of Manatee County requires students participating in extracurricular activities to purchase student accident insurance. The student pays a required fee to the school, then the school purchases this policy to cover the students. The Extended Day Enrichment Program (EDEP) also purchases this insurance to cover their extended day program. This is a separate policy not included in the student accident insurance policy that Risk Management purchases each year to cover accidents that occur during the regularly scheduled school day.

Year-to-date expenditures through March, 2023 are $29,994.29. Expenditures for school year 2021-2022 were $68,378.52.

Approval of this purchase does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the term. The requested purchase is for the period of July 1, 2023 through June 30, 2024.

State Board Rule 6A-1.012(15) states, "Except as otherwise required by statute, a district school board, when purchasing insurance, entering risk management programs, or contracting with third party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract."

The supplier is School Insurance of Florida, Inc., Winter Garden, FL, Florida Document No. G06074900273.

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

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Recommendation
The Superintendent recommends approval to renew Student Accident insurance & Ancillary Student Accident Insurance, SDMC No. 24-0009-RG, estimated in the Amount of $137,000.00.

Financial Impact
The funding source for this expenditure is Risk Management Self Insurance Program and is included in the Risk Management Department proposed budget for 2023-2024 and School/Department budgets and EDEP and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Risk Management and Purchasing
Initiated by: Bill Kelley and Ruth Gruett

Attachments:
Manatee County School District Renewal 2023-2024

Manatee County School Board



2023-2024 Student Accident Insurance Summary
&
Application for Extending the Manatee County Student Accident Policy Protection Plans

Manatee County School District
Student Insurance Policy Summary

- The student accident insurance program covers all Manatee County School District students during all school classes, interscholastic sports, ROTC, Adult Vocational Education classes and other specified school activities (itemized below) that are exclusively scheduled, sponsored, funded, and supervised by the Manatee County School Board.
- The accident insurance policy pays medical expense benefits that are not collectible from other primary insurance sources up to $25,000 per covered accident subject to the policy schedule of benefits.
- The policy is issued by The Reliance Standard Life Insurance Company (A.M. Best's Report rating of A+). The program is administered by 'School Insurance of Florida', a specialist in the school insurance market, that provides coverage for most of the larger school districts in Florida.
- Parents and school administrators have expressed favorable comments regarding the protection provided by the policy and the prompt, courteous claim service provided by School Insurance of Florida.

Policy enhancements for the 2023-2024 School Year

1. Deductible of $50.00 has been removed.
2. Emergency Room Benefit has increased to $300.00 from $150.00.
3. Physical Therapy benefit has been increased from 8 allowed visits to 10 allowed visits.
4. Physical Therapy benefit of $35 per visit has been increased to $50 per visit.

Student Accident Insurance Policy Group Rates

Senior High School FHSAA Interscholastic Sports Participants:
Protection for all student athletes during FHSAA sanctioned sports practices and competitions: (Baseball, Girls Basketball, Boys Basketball, Bowling, Cheerleading, Cross Country, Flag Football Girls, Tackle Football, Golf, Girls Lacrosse, Boys Lacrosse, Girls Soccer, Boys Soccer, Softball, Swimming/Diving, Tennis, Track and Field, Boys Volleyball, Girls Volleyball, Water Polo, Weightlifting, Wrestling.) Premium: $19,476.74 per high school (7) covers all athletes. Estimated Premium: $136,337.18 **(no Increase**). Included are Summer Sports Activities of Weight training @ $975 per high school and Open Gyms @ $1,839.63 per high school. Paid for by the individual schools.

Middle School Sports Participants:
Protection for all Middle School team student athletes during school scheduled and school coached and supervised sports practices and competitions during the regular school term. COST: $1,270 per middle school (11), excluding tackle football. Estimated Premium: $13,970.00 **No Increase** Paid by the Athletic Department.

Expanded Accident Insurance Protection for all Manatee County District Students, Grades K - 12:

All Manatee County public school students, grades K-12, are protected by the school accident policy while they are attending school scheduled school classes and school scheduled, funded and school designated employee supervised activities, (P.E., shop, academic classes, driver's Ed., lunch, recess, field trips, etc.) during the regular school term and while students are attending summer school classes for academic credit. Expanded Cost is $1.15 per student.

Estimated Premium: $48,999.20 (based on enrollment 42,608 students*). *District Invoiced after student enrollment numbers are received in early September. Paid by District Funds.

Expanded Group Policy Coverage Provisions

24 Hour Extended Plan Option:

Parents can elect to expand the student accident policy coverage to protect students in the event of injuries during weekends, holidays, spring and summer breaks, 24 hours a day/ 7days a week. OPTIONAL COST $42.00 per student. (Parents can enroll and pay online via the 'School Insurance of Florida' website.)

JROTC Participant Rates:

12 Month Accident Coverage COST: $15.00 (**no increase)** per participant. (Students enroll and pay online on the website developed by 'School Insurance of Florida'.)

Adult Vocational Education Participant Rates:

Covers Adult Vocational students while they are attending instructional class sessions.

COST for 12 Months of coverage: $14.00 **(no increase)** per student (Premium funds collected from students by the Adult Ed. program directors. School Insurance of Florida provides a quarterly invoice based on the number of participants enrolled.)

Pre-Kindergarten Students Rates:

Covers Pre-K students while at school, on school premises and attending school classes and field trips.

12 Month Coverage COST: $2.50 **(no increase)** per student (Approximately 680* students @ $2.50 = $1,700.00 Paid by school district.) *to be confirmed.

Extended Day Participant Rates:

Covers participants while attending school sponsored, school scheduled and supervised activities on field trips and while on school premises. 12 Month Coverage COST: $5.00 per participant (2500* participants @ $5.00 **(no increase**) = $10,000.00 Paid by school district.) *to be confirmed.

2023-2024
Student Accident Insurance Extension of Coverage Application

Applicant: Manatee County School District

Underwritten By: Reliance Standard Life Insurance Company – A.M. Best A+ Superior
Administered By: Scholastic Insurance - A Florida Licensed TPA

The Manatee County School Board elects to extend the student accident insurance program policies, underwritten by Reliance Standard Life Insurance Company with no rate increases. This Agreement may be terminated by School District of Manatee County with or without cause upon thirty (30) days' written notice sent by certified mail to Contractor. The Insurance Company reserves the rights to adjust the rates for additional high school interscholastic or middle school sports teams or request for additional coverage be included in the policy If significant mandated coverage requirements are implemented by the state or federal government, the insurance company reserves the right to reasonably adjust premium levels for the term of coverage. The renewal is valid and contingent upon the receipt of this renewal application prior to May 15th, 2023.

Please Select One (1) Option

Manatee County School District Elects:

( ) The term of this agreement will provide coverage for June 2023 through June 2024 and the rates are guaranteed and fixed as stated above, (Policy No. 09-0145-2023).

Authorized Signature: _____

Printed Name: _____

Title_____ **Date**: ____/_____/_____

Please forward to: School Insurance of Florida, TPA
Fax: 407-798-0296 <> Email: manny.cocurull@kidguardinsurance.com
<>Phone: 800-432-6915
Mail: P.O. Box 784268 Winter Garden FL. 34778

AGENDA ITEM NO. 11.12

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase and Continue Legal Services for Fiscal Year 2023-2024 from Rob Robinson Attorney, PA, SDMC No. 24-0012-RG, Estimated in the Amount of $90,000.00

Executive Summary
The District is requesting approval to purchase legal services. Legal services are required for issues regarding employee discipline, defense of litigation, Equal Employment Opportunity Commission charges, defense of unfair labor practices, arbitrations, defense of Exceptional Student Education (ESE) related matters, Office of Civil Rights Complaints and other legal services as assigned.

Historical expenditures for legal services with Rob Robinson Attorney, PA have been:

- 2019-2020 $24,116.05
- 2020-2021 $23,913.05
- 2021-2022 $29,959.20
- 2022-2023 YTD $27,052.95

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 the purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.

Approval of this agenda item does not indicate immediate or complete spending of approved funds. Approved funds will only be spent on an as needed basis throughout the contract period.

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

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

Recommendation
The Superintendent recommends approval to purchase and continue legal services for Fiscal Year 2023-2024 from Rob Robinson Attorney, PA, SDMC No. 24-0012-RG, estimated in the amount of $90,000.00 .

Financial Impact
The funding source for this expenditure is outside attorney fees and is included in the General Counsel's proposed budget for 2023-2024.

Contact
Submitting Departments: Legal and Purchasing
Initiated By: Mitchell Teitelbaum and Ruth Gruett

Attachments:

Engagement Letter to SDMC 2023-2024 Rob Robinson

Rob Robinson
Attorney P.A.

941.364.2404
rob@robrobinson.law
robrobinson.law

April 25, 2023

VIA EMAIL ONLY
School District of Manatee County
c/o Ms. Ruth Gruett
Director/ Buyer, Purchasing
School District of Manatee County
Bradenton, Florida
gruettr@manateeschools.net
anderson2k@manateeschools.net
teitelbaumm@manateeschools.net

Re: Letter of Engagement

Dear Ms. Gruett:

I am pleased that the School District of Manatee County (SDMC) is retaining our firm to represent it in certain assigned matters from July 1, 2023 to June 30, 2024. This letter is intended to set forth the firm's agreement with the SDMC as to the nature and scope of the legal services the firm will be performing, the manner in which the firm's fees for those services will be determined, and the terms upon which payment will be made.

1. **Nature of legal services**. The SDMC has engaged the firm to represent it in connection with litigation involving former SDMC employees. SDMC reserves the right to assign additional work to the firm.

2. **Fees for services**. The firm will bill you for our services at our standard hourly rates, which are adjusted from time to time. At the present time, the hourly rates in the litigation section are as set forth below:

Robert K. Robinson	$165.00
Paralegal	$ 65.00

I will be the attorney principally responsible for representing the SDMC or the former employees in this matter. The firm will endeavor to make efficient use of personnel to minimize the fees and may ask the SDMC to assist us whenever possible.

3. Costs. If it is necessary in our representation of any matters to incur out of pocket expenses such as lodging, telephone calls, deposition transcripts, filing fees, copying, mileage computerized legal research, and the like, this will be billed monthly. The firm will endeavor to minimize these costs whenever possible.

4. Retainer deposit. In order to provide a source for payment of costs incurred and fees when appropriate, the firm may require that the SDMC deposit with us, in trust, a retainer; however, the firm will waive that requirement at this time. In the event we are asked to file suit on behalf of the SDMC, a retainer may be required to be negotiated at that time.

5. Billing. Unless agreed otherwise, our invoices will be prepared and mailed during the month following the month in which services were rendered and costs were incurred. The bill is due upon receipt. This does not apply to any requests for additional deposits which are due upon notice to the SDMC of such being required. The SDMC agrees to pay the bill as soon as practicable and no later than 30 days from the date it was mailed. Interest on outstanding balances will be charged at 1.5% per month on balances outstanding for 30 days or more. The failure to pay any bill for fees and costs rendered to the SDMC in accordance with this agreement will constitute a default. In the event of default, the SDMC consents to the firm's immediate cessation of all legal services on its behalf and to the firm's withdrawal as its counsel from all pending litigation. The SDMC will nevertheless be liable to the firm for payment of any fees earned or costs incurred prior to our withdrawal as its counsel from all pending litigation. The SDMC will nevertheless be liable to the firm for payment of any fees earned or costs incurred prior to our withdrawal as its counsel.

6. Limitation on services. Our services on behalf of the SDMC are limited to the services described in paragraph 1 of this agreement.

7. No guarantee. Nothing in this agreement or in any prior conversations should be interpreted by the SDMC as a guarantee of the outcome of any case. The firm cannot guarantee the result of the judicial process. The firm does promise to represent the SDMC zealously, competently, and in a professional manner.

8. Communication. We strive to be open and available to our clients. We will promptly respond to your inquiries, usually within 48 hours unless circumstances prevent it. Our staff is well trained and knowledgeable. Progress information may be obtained from them, but they cannot give legal advice. While we encourage communication, please keep in mind that time is a lawyer's stock in trade.

Please review this agreement and if the SDMC has any questions, please do not hesitate to contact me. If this agreement is acceptable, please acknowledge that the SDMC has reviewed it, understands it, and desires to retain the firm in accordance with this agreement. The SDMC will

do so by executing this agreement below and returning one copy to me. If the SDMC would like to review this agreement with another lawyer, please feel free to do so.

Sincerely,

ROB ROBINSON ATTORNEY P.A.

Robert K. Robinson

REVIEWED AND ACCEPTED:

SCHOOL DISTRICT OF MANATEE COUNTY

By: _____
Print Name: _____
As its: _____

Date: _____

AGENDA ITEM NO. 11.13

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase and Continue Legal Services for Fiscal Year 2023-2024 from Johnson Jackson LLC, SDMC No. 24-0012-RG, Estimated in the Amount of $200,000.00

Executive Summary
The District is requesting approval to purchase and continue legal services for Fiscal Year 2022-2023 from Johnson Jackson LLC. Legal services are required for issues regarding employee discipline, defense of litigation, Equal Employment Opportunity Commission charges, defense of unfair labor practices, arbitrations, Office of Civil Rights Complaints, and other legal services as assigned.

Historical expenditures for legal services with Johnson Jackson LLC have been:

- 2018-2019 $200,000.00
- 2019-2020 $320,979.91
- 2020-2021 $327,652.33
- 2022-2023 YTD $143,727.78

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 the purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.

Approval of this agenda item does not indicate immediate or complete spending of approved funds. Approved funds will only be spent on an as-needed basis throughout the contract period.

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

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

Recommendation
The Superintendent recommends approval to purchase and continue legal services for Fiscal Year 2023-2024 from Johnson Jackson LLC, SDMC No. 24-0012-RG estimated in the amount of $200,000.00.

Financial Impact
The funding source for this expenditure is outside attorney fees and is included in the General Counsel's proposed budget for 2023-2024.

Contact
Submitting Departments: Legal and Purchasing
Initiated By: Mitchell Teitelbaum and Ruth Gruett

Attachments:
MCSB Engagement Letter - 2023-24 JOHNSON JACKSON

April 26, 2023

Via Email
Mitchell Teitelbaum, Esq., General Counsel
Manatee County School Board
215 Manatee Avenue West
Bradenton, FL 34205

RE: **Engagement for Legal Services 2023-2024**

Dear Mitchell:

We appreciate the opportunity to serve as legal counsel for the Manatee County School Board for those matters that are assigned. We look forward to working with you.

Unless otherwise specified in the representation letter, we will render monthly invoices throughout our representation, and our invoices are due within thirty days. Our invoices typically contain a brief description of the work performed, the individual performing the work, the time required to perform the work, and itemize the costs incurred.

Our fees will be based on the hourly billing rates for the lawyers and paralegals performing the services. We record billable work performed in increments of one-tenth of an hour and periodically adjust the hourly billing rates of our lawyers and paralegals to recognize advancement in their knowledge or experience, and to reflect increases in the cost associated with the performance of legal services. The current hourly rate for services performed by the lawyers is $195.00 per hour. The cost for the paralegals is $90.00 per hour.

Our invoices may include cost advances that we have made on your behalf and charges for internal services. Cost advances include such items as travel expenses, courier services, service of process fees, photocopy charges by third parties, filing fees, recording fees, lien and judgment searches, expert witnesses, court reporter services, corporate record books, registration fees charged by governmental authorities and any other costs incurred in the course of our representation of the School Board. Such costs advanced on your behalf will be billed to you without any mark-up for our administrative costs to process and pay the invoices. While traveling on client business, the firm charges travel time at standard hourly rates and will charge all costs advanced for airline, hotel, rental cars, etc., at cost to your account.

Internal services typically include such items as postage, photocopies, fax transmissions, computer research expense, mileage incurred by internal messengers, and other costs necessitated by the representation. The charge made for these internal services may be based on customary market rates, or by pro-rata allocation of consolidated billing statements from vendors, or on a subjective unit-cost basis for ease of administration, which may not be indicative of actual cost.

The School Board may terminate our agreement for any reason at any time on written notice to us; however, in a litigation matter, our termination will not be effective until the court approves our withdrawal.

As a matter of professional responsibility, we must preserve the confidences of our clients. This professional responsibility and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and the client's lawyer. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of the School Board.

Finally, other lawyers, law clerks, paralegals, and legal assistants of our firm may participate in the representation to the extent appropriate. Our firm is mindful of the cost of legal services and will seek at all times to represent you effectively and efficiently. We invite you to discuss promptly with us any questions you have concerning our billing statements. We want our clients to be satisfied with both the quality and the value of our legal services.

The School Board's agreement to this engagement constitutes the acceptance of the foregoing terms and conditions, effective July 1, 2023 until June 30, 2024. If any of them is unacceptable, please advise us. If the terms of this engagement letter are satisfactory, please so indicate by signing below and return an original signed letter. We sincerely appreciate the opportunity to represent the School Board.

Very truly yours,



Erin G. Jackson

Executed at _____this _____day of _____, 2023.

MANATEE COUNTY SCHOOL BOARD

By: _____

Title: _____

AGENDA ITEM NO. 11.14

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase and Continue Legal Services for Fiscal Year 2023-2024 from Blalock Walters, PA, SDMC No. 24-0012-RG, Estimated in the Amount of $10,000.00

Executive Summary
The District is requesting approval to purchase legal services. Legal services are required for issues regarding employee discipline, defense of litigation, Equal Employment Opportunity Commission charges, defense of unfair labor practices, arbitrations, defense of Exceptional Student Education (ESE) related matters, Office of Civil Rights Complaints and other legal services as assigned.

Historical expenditures for legal services with Blalock Walter, PA have been:

- 2018-2019 $ 2,571.40
- 2019-2020 $ 38,290.26
- 2020-2021 $ 30,405.91
- 2021-2022 $ 148.50
- 2022-2023 YTD $ 99.00

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 the purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.

Approval of this agenda item does not indicate immediate or complete spending of approved funds. Approved funds will only be spent on an as needed basis throughout the contract period.

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

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

Recommendation
The Superintendent recommends approval to purchase and continue legal services for Fiscal Year 2023-2024 from Blalock Walters, PA, SDMC No. 24-0012-RG, estimated in the amount of $10,000.00.

Financial Impact
The funding source for this expenditure is outside attorney fees and is included in the General Counsel's proposed budget for 2023-2024.

Contact
Submitting Departments: Legal and Purchasing
Initiated By: Mitchell Teitelbaum and Ruth Gruett

Attachments:
Engagement Letter Re School Board for 2023-2024 Blalock Walters

BLALOCK WALTERS
ATTORNEYS AT LAW
WE MAKE A DIFFERENCE

April 26, 2023

Via Email: anderson2k@manateeschools.net
Cynthia Saunders, Superintendent
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

RE: Special Counsel to School District of Manatee County ("District")
2023/2024

Dear Superintendent Saunders:

I want to thank the District for selecting Blalock Walters, P.A. (the "Firm) to represent the District in connection with the above matter. We look forward to working with the School Board, the Superintendent and the District staff. This correspondence is intended to confirm our discussions as to the nature and scope of the legal services the firm would be providing. Until this correspondence has been signed, the Firm has not agreed to act on the District's behalf.

We have discussed providing legal services to the District as special counsel as may be assigned by the District, you or the District Staff Attorney in writing from time to time related to the needs of the District and District ("Matters"). The assignment of tasks will be based on our evaluation of the appropriate attorney to provide proper representation in a cost effective matter. We have attached attorney backgrounds for several of the key attorneys who will likely be working with the District.

Fees and Expenses

Our fees and expenses are based as set forth below. Independent of the professional fees incurred, the District will be billed for disbursements such as application fees, advertising fees, postage, copying charges, and other similar charges. The charges will be separately identified on the invoice.

The District will receive an invoice as to our monthly charges on approximately the tenth (10th) of each month. Upon receipt, please review the invoice and contact the

undersigned regarding any questions or concerns. We request that the District pay the invoice within forty-five (45) days from receipt.

We will bill the District at the following discounted hourly rate:

$175.00

Matters which require third party opinion letters will be negotiated separately based on the amount of risk and legal work involved.

Document Retention

All files which we open and maintain are the property of the Firm. All of our files will be maintained for a period consistent with the State of Florida document retention guidelines unless requested in writing to do so otherwise. After that time, we reserve the right to destroy the files, including all papers and tangible items contained in them. All original client documents and agreements prepared on the District's behalf will be transferred to the District upon request, following completion of our services and payment in full of the District's account. All judgments, settlements, amounts due or to become due to the District arising from or relating to the Matters on which we have acted as counsel will be paid to the District in full following satisfaction of all accounts rendered to the District or will be applied in satisfaction of such account.

Conflicts of Interest

Recognizing and addressing conflicts of interest is a continuing issue for attorneys and clients. First, there are times in regard to certain personnel or student related items that we may be retained to represent either the District or the Superintendent and will act accordingly. Further, we have implemented procedures to search for actual and potential conflicts at the outset of each engagement. We have no clients with interests known to be adverse to the District and will comply with The Florida Bar rules regarding conflicts of interest if an issue arises.

From time to time, we may be asked to represent someone whose interests may potentially differ from the District's interests or have a working relationship with the District. We are accepting this engagement with the District's understanding and express consent that our representation of the District will not preclude us from accepting an engagement from a

new or existing client that may have different interests from the District provided that, in accordance with Rule 4-1.7 of the Florida Bar Rules of Professional Conduct, we reasonably believe that we can provide competent and diligent representation to both clients; the representation is not prohibited by law; the representation does not involve the assertion of a position adverse to another client when we represent both clients in the same proceeding before a tribunal; and each affected client gives informed consent, confirmed in writing or clearly stated on the record at the hearing. If we do not comply with Rule 4-1.7 of the Florida Bar Rules of Professional Conduct, the firm will not accept the engagement.

Communication

We will keep the District and you informed regularly of the progress of and issues relating to the Matters. We will also strive to copy the District, you and the District's Staff Attorney, as appropriate, with pertinent correspondence and documents created on the District's behalf and received from other parties. We encourage open communication with the Firm relating to all facets of the Firm's representation of the Firm. In particular, litigation and potential litigation have inherent uncertainty associated with them. Some of the uncertainty can be minimized through open communication, while the remainder cannot be removed. We will, from time to time, advise you as to our beliefs with respect to the current strengths and weaknesses associated with the District's position in the Matters. We will not make any guarantees to the District regarding the outcome of the Matters.

Review and Termination of Representation

We have agreed the parties will review our representation and all matters regarding this representation, including rates, in September 2023 and either party may end this engagement without cause. If either party elects to terminate the relationship, the parties will determine how best to complete or transition any on-going matters in a cooperative manner. At any point, if the District does decide to terminate our services, you agree to give us prompt written notice of such termination. Upon our termination, the District will remain obligated to pay for all services rendered and costs or expenses paid or incurred on the District's behalf prior to the date of termination and those which are reasonably necessary thereafter.

Confirmation of Engagement

If the foregoing is acceptable, please sign and return a copy of this letter.

On behalf of Blalock Walters, P.A., we look forward to working with you and the District on these Matters. We sincerely appreciate the opportunity to serve as the District's special counsel. If you have any questions regarding the terms of our engagement, please contact the undersigned at your earliest convenience.

Fred Moore, except as he may assign duties or matters within the firm, will be the lead contact for the firm regarding these matters, but if you have any questions regarding the foregoing, please do not hesitate to contact either me or Mark Barnebey.

Sincerely yours,

Fred E. Moore
B.C.S Business Litigation Law
Blalock Walters, P.A.

cc: Mitchell Teitelbaum, Esquire (via email)

ACCEPTED AND AGREED TO:

By: _____

Print Name: _____

Title: _____
As its Authorized Representative

Date: _____, 2023

3798122v1

AGENDA ITEM NO. 11.15

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Ellevation and Strategies Software and Services, SDMC No. 24-0018-BS, Continued Procurement with Vendor, Estimated in the Amount of $170,000.00

Executive Summary
Curriculum Associates' Ellevation and Strategies offers a set of research-based instructional practices and activities to help classroom teachers plan instruction and help ELLs acquire language while mastering grade-level content. Ellevation Math, our academic language solution, develops the academic language of students in math by front-loading key vocabulary concepts within the context of a math problem research-based instructional practices and activities to help classroom teachers plan instruction and help ELLs acquire language while mastering grade-level content. In addition to our software subscriptions, Ellevation offers a suite of training solutions designed to ensure and maximize the value and benefits of their products. They offer a range of synchronous and asynchronous training options, including on-demand videos, online workshops, and in-person trainings.

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 periods are August 1, 2023 through August 31, 2024.

Historical Expenditures are as follows:
YTD 2022-2023 $100,000.00

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(14) F.A.C. states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.”

The supplier is Curriculum Associates, North Billerica, MA, Florida Document No. M12000004972.

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

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Recommendation
The Superintendent recommends approval to purchase Ellevation and Strategies Software and Services, SDMC No. 24-0018-BS, continued procurement with vendor, estimated in the amount of $170,000.00.

Financial Impact
The funding source for these expenditures will be Title IV funds and is included in the Federal Programs & Grants Department proposed budget for the 2023-2024.

Contact
Submitting Departments: Federal Programs and Purchasing Department
Initiated By: Debra Estes and Ruth Gruett

Attachments:
Manatee Platform 2023
Manatee Strategies 2023

Curriculum Associates, LLC Price Quote - Q-37924

Version: 2
Quote Date:
Quote Expiration Date: 8/1/2023

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 (“Company”) has been prepared for the Customer Name identified as “Customer” below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	Manatee County Schools, FL
Representative:	Susy Garcia	Contact Name:	Debra Estes
Email:	susy.garcia@ellevationeducation.com	Email:	estesd@manateeschools.net
Phone:	617-307-5755	Phone:	(941) 751-6550 ext. 43277
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	215 Manatee Avenue West, Bradenton,FL 34205
Start Date:	8/1/2023	End Date:	7/31/2024

Subscription Fees

Product	Quantity	Unit Price	Net Price	Discount	Total Fees
Ellevation Platform	6,000	$13.50	$12.42	8 %	$74,520.00
				Subscription Savings:	$6,480.00
				Subscription Total:	$74,520.00

Services Fees

Product	Quantity	Unit Price	Discount	Net Price	Total Fees
Online Training - 3 Hr (Platform)	4	$2,000.00	25 %	$1,500.00	$6,000.00
Online Webinar Training - 1 Hr (Platform)	5	$1,000.00	25 %	$750.00	$3,750.00
Ellevation Data/Implementation	1	$11,178.00	100 %	$0.00	$0.00
				Services Savings:	$14,428.00
				Services Total:	$9,750.00

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: susy.garcia@ellevationeducation.com

Total Investment - Q-37924

Savings Total:	$20,908.00
Grand Total:	$84,270.00

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

- [redacted]
- [redacted]
- [redacted]
- [redacted]

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Curriculum Associates, LLC Price Quote - Q-35166

Version: 2
Quote Date:
Quote Expiration Date: 10/6/2022

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at https://ellevationeducation.com/platform-legal-notices.

Company:	Curriculum Associates, LLC	Customer:	Manatee County Schools, FL
Representative:	Susy Garcia	Contact Name:	Debra Estes
Email:	susy.garcia@ellevationeducation.com	Email:	estesd@manateeschools.net
Phone:	617-307-5755	Phone:	(941) 751-6550 ext. 43277
Address:	153 Rangeway Road, North Billerica, MA 01862	Address:	215 Manatee Avenue West, Bradenton,FL 34205
Start Date:	9/1/2023	End Date:	8/31/2024

Subscription Fees

Product	Quantity	Unit Price	Discount	Total Fees
Strategies	6,000	$15.00	6.67 %	$83,997.00
			Subscription Savings:	$6,003.00
			Subscription Total:	$83,997.00

Services Fees

Services Total:	$0.00

Total Investment - Q-35166

Savings Total:	$6,003.00
Grand Total:	$83,997.00

Invoicing Schedule: Up Front, In Full Payment Term: Net 30 Contract Term: 12

- [redacted]
- [redacted]
- [redacted]
- [redacted]

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: susy.garcia@ellevationeducation.com

AGENDA ITEM NO. 11.16

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Contracts with Virtual School Providers, SDMC No. 24-0013-BS, Continued Procurement for Services, Estimated in the Amount of $250,000.00

Executive Summary
The District is renewing two contracts with Florida Virtual School for the 2023 - 2024 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, 2023 through June 30, 2024. Expenditures for the new contract period are expected to be in line with current year spend.

Historical expenditures are as follows:

- 2020-2021 $129,117.00
- 2021-2022 $213,120.66
- YTD 2022-2023 $200,000.00

The vendor is Florida Virtual School, Orlando, FL, Florida Document No. N10000006150

Subsection 6A-1.012(7) F.A.C. states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks printed instructional materials, computer software, films, 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”.

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
The Superintendent recommends approval of contracts with virtual school providers, SDMC No. 24-0013-BS, continued procurement for services, estimated in the amount of $250,000.00.

Financial Impact
The funding source for this annual expenditure is Professional Technical Services and will be charged to District Support - Virtual School Instructional and is included in the proposed 2023-2024 budget.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
2023-2024 VIP Agreement
2023-2024 FLVS Franchise Agreement

VIRTUAL INSTRUCTIONAL PROVIDER PROGRAM PARTICIPATION AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
THE SCHOOL BOARD OF _____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 _____ 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, 2023 and terminates on June 30, 2024 (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.	$5,200.00 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, 2024, and payment shall be due on or before February 28, 2024. Enrollments shall be based on the FTE reported in the FTE Survey two (2) in October of 2023.

b) Semester two (2) shall be invoiced on June 1, 2024, and payment shall be due on or before June 30, 2024. Enrollments shall be based on the FTE reported in the FTE Survey three (3) in February of 2024.

c) Final reconciliation: July 31, 2024

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, 2024. 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.uscis.gov/emp, 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 requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

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]:_____.

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:
_____, Superintendent of Schools
District Name
Address:
City/State:
Email:

With a copy to:
Name/Title:
Address:
City/State:
Email:

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:	
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 _____ COUNTY, FLORIDA	
By *(Authorized Signature)*	Date
Printed Name and Title of Person Signing:	
Address:	
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 2023-2024. 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/full-time/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://flvs.net/full-time/courses

APPENDIX B

Survey Year 2023-2024:

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	10/7/2023	10/15/2023	1st Nine Weeks
2	12/16/2023	1/7/2024	Fall Semester
3	3/10/2024	3/25/2024	3rd Nine Weeks
4	5/31/2024	6/15/2024	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	10/14/2023	Prior to December 15th	Changes Only
3		Prior to February 1st	All Data
3	2/10/2024	Prior to April 15th	Changes Only
4	6/16/2024	Prior to June 10th	All Data

*** Dates are TENTATIVE and may change ***

† Dates are provided as example only and will be updated to reflect Dates Certain for 2023-24.

FLORIDA DISTRICT FRANCHISE AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
THE SCHOOL BOARD OF _____COUNTY, FLORIDA

This Florida District Franchise Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and The School Board of _____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:

____ one (1) academic school year term, July 1, 2023 through June 30, 2024

____ three (3) academic school year terms, July 1, 2023 through June 30, 2026

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 Marketing and Communications Franchise 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:	**Name:** Mihaela Brehoi
Address of School/District:	**Address**: 5422 Carrier Drive, Suite 201 Orlando, Florida 32819
Email:	**Email:** mbrehoi@flvs.net
Telephone No.:	**Telephone No.:** 407-513-3615

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 requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of 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.uscis.gov/emp, 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]: _____ OR AT [phone number]:_____ OR AT [email address]:_____.

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:

_____, Superintendent of Schools
Schools District Name
Address:

City/State:
Email:

With a copy to:
Name/Title:
Address:
City/State:
Email:

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:	
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 _____ COUNTY, FLORIDA	
By *(Authorized Signature)*	Date
Printed Name and Title of Person Signing:	
Address:	
Approved as to legal form and sufficiency by:	
School Board Attorney/Legal Counsel for School Board	

APPENDIX A - Course List and Fees

Effective July 1, 2023, to June 30, 2024

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 for 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 assure the students currently in the course are permitted to matriculate and complete their 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: http://www.flvs.net/Students/Pages/find-course.aspx#highschool.

FLVS Course Offerings	
Course Name *(*Franchise only offering)*	**Price per segment**
ENGLISH/LANGUAGE ARTS	
Advanced Placement English Language and Composition	43.00
Advanced Placement English Literature and Composition	43.00
English 1	43.00
English 1 for Credit Recovery*	43.00
English 2	43.00
English 2 for Credit Recovery*	43.00
English 3	43.00
English 3 for Credit Recovery*	43.00
English 4	43.00
English 4 for Credit Recovery*	43.00
English 4: Florida College Prep	43.00
Journalism 1	43.00

M/J Language Arts 1	43.00
M/J Language Arts 2	43.00
M/J Language Arts 3	43.00
Social Media 1	43.00
MATHEMATICS	
Advanced Placement Calculus AB	48.00
Advanced Placement Calculus BC	48.00
Advanced Placement Statistics	43.00
Algebra 1	43.00
Algebra 1 for Credit Recovery*	43.00
Algebra 2	43.00
Calculus Honors	48.00
Geometry	43.00
Geometry for Credit Recovery*	43.00
M/J Grade 6 Mathematics	46.00
M/J Grade 7 Mathematics	46.00
M/J Grade 8 Pre-Algebra	43.00
Mathematics for College Algebra	55.00
Pre-Calculus Honors	43.00
Probability & Statistics with Applications Honors	43.00
SCIENCE	
Advanced Placement Biology	43.00
Advanced Placement Environmental Science	43.00
Anatomy and Physiology	43.00
Biology 1	43.00
Biology 1 for Credit Recovery*	43.00
Chemistry 1	43.00
Chemistry 1 for Credit Recovery*	43.00
Earth/Space Science	43.00
Environmental Science (Guy Harvey)	43.00
Forensic Science	56.00
M/J Comprehensive Science 1	43.00
M/J Comprehensive Science 2	43.00
M/J Comprehensive Science 3	43.00
Marine Science 1	43.00
Physical Science	43.00

Physics 1	43.00
SOCIAL STUDIES	
Advanced Placement Human Geography	43.00
Advanced Placement Macroeconomics	43.00
Advanced Placement Microeconomics	43.00
Advanced Placement Psychology	56.00
Advanced Placement United States Government and Politics	76.00
Advanced Placement United States History	63.00
Economics	43.00
Economics with Financial Literacy	56.00
Economics with Financial Literacy for Credit Recovery*	43.00
Law Studies	65.00
M/J Civics	43.00
M/J United States History	43.00
M/J United States History & Career Planning	43.00
M/J World History	43.00
M/J World History & Career Planning	43.00
Personal Financial Literacy	43.00
Psychology 1	43.00
United States Government	43.00
United States Government for Credit Recovery*	43.00
United States History	43.00
United States History for Credit Recovery*	43.00
World History	43.00
World History for Credit Recovery*	43.00
ART/VISUAL ART/MUSIC	
Advanced Placement Art History	43.00
Art History and Criticism 1 Honors	43.00
Digital Art Imaging 1	46.00
Guitar 1	58.00
M/J Exploring Music	46.00
M/J Guitar 1	58.00
M/J Visual Art 1	43.00
M/J Visual Art 2	43.00
Music of the World	43.00
Theatre, Cinema, & Film Production	56.00

CAREER AND LIFE SKILLS	
Accounting Applications 1	73.00
Advanced Placement Computer Science A (STEM)	56.00
Artificial Intelligence in the World	65.00
Career Research and Decision Making	65.00
Critical Thinking and Study Skills	65.00
Driver Education/Traffic Safety - Classroom	69.00
Leadership Skills Development	65.00
M/J Career Research & Decision Making	43.00
M/J Critical Thinking, Problem Solving, and Learning Strategies	43.00
M/J Peer Counseling 1	65.00
Parenting Skills	65.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Peer Counseling 2 ELL	65.00
CAREER TECHNICAL EDUCATION	
Agriscience Foundations 1	43.00
Agriculture Communications	46.00
Computer & Network Security Fundamentals	57.00
Criminal Justice Operations 1	43.00
Cybersecurity Essentials	43.00
Digital Information Technology	65.00
Foundations of Programming	43.00
Human Growth and Development	46.00
Introduction to Hospitality & Tourism	65.00
Introduction to the Teaching Profession	65.00
M/J Business Keyboarding	43.00
M/J Coding Fundamentals	43.00
Procedural Programming	43.00
Technology for Hospitality and Tourism	43.00
HEALTH/PHYSICAL EDUCATION	
Fitness Lifestyle Design	43.00
Health 1 - Life Management Skills	43.00
Health Science Foundations	43.00
HOPE - Physical Education (Core)	43.00

M/J Comprehensive Physical Education Grade 6/7	43.00
M/J Comprehensive Physical Education Grade 7/8	43.00
M/J Fitness - Grade 6	43.00
Outdoor Education	80.00
Personal Fitness	43.00
WORLD LANGUAGE	
American Sign Language 1	43.00
American Sign Language 2	43.00
Chinese 1	43.00
Chinese 2	43.00
Chinese 3 Honors	43.00
French 1	43.00
French 2	43.00
French 3 honors	43.00
Hebrew 1	43.00
Hebrew 2	43.00
Latin 1	43.00
Latin 2	43.00
Latin 3 Honors	43.00
M/J Spanish, Beginning	43.00
M/J Spanish, Intermediate	43.00
Spanish 1	43.00
Spanish 2	43.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers 1	43.00
ELEMENTARY	
Language Arts - Kindergarten	46.00
Language Arts - Grade One	46.00
Language Arts - Grade Two	46.00
Language Arts - Grade Three	46.00
Language Arts - Grade Four	46.00
Language Arts - Grade Five	46.00
Mathematics - Kindergarten	43.00
Mathematics – Grade One	43.00
Mathematics - Grade Two	43.00

Mathematics - Grade Three	43.00
Mathematics - Grade Four	43.00
Mathematics - Grade Five	43.00
Science - Kindergarten	43.00
Science – Grade One	43.00
Science – Grade Two	43.00
Science – Grade Three	43.00
Science – Grade Four	43.00
Science – Grade Five	43.00
Social Studies - Kindergarten	43.00
Social Studies – Grade One	43.00
Social Studies – Grade Two	43.00
Social Studies - Grade Three	43.00
Social Studies – Grade Four	43.00
Social Studies – Grade Five	43.00
Introduction to Computer Science K	43.00
Introduction to Computer Science 1	43.00
Introduction to Computer Science 2	43.00
Introduction to Computer Science 3	43.00
Introduction to Computer Science 4	43.00
Introduction to Computer Science 5	43.00
Elementary Spanish Introductory Level	43.00
Elementary Spanish 1	43.00
Elementary Spanish 2	43.00
Elementary Spanish 3	43.00
Elementary Spanish 4	43.00
Elementary Spanish 5	43.00
Elementary Physical Education K	43.00
Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00
Elementary Physical Education 5	43.00
Art - Grade Kindergarten	43.00
Art - Grade 1	43.00
Art - Grade 2	43.00

Art - Intermediate 1 - Grade 3	43.00
Art - Intermediate 2 - Grade 4	43.00
Art - Intermediate 3 - Grade 5	43.00

[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/presentation/d/18GZg9Dmm_c1pCaygBhM1RCBZMYN_BQtb3F1M71fGpoQ/edit#slide=id.g35f391192_065.

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. 11.17

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Purchase(s) of Testing Materials and Advanced Placement Testing Materials, SDMC NO. 24-0019-BS, Estimated in the Amount of $850,000.00

Executive Summary
Testing materials are purchased throughout the fiscal year by all schools and several departments using various funds allocated to each School District by the Department of Education and various other sources. A portion of the allocations are categorically based on full time equivalent (FTE) student count for each District. These testing materials are purchased direct from the publishers as well as other sources. Advanced Placement (AP) exams from College Board and International Baccalaureate (IB) exams will also be purchased.

Historical Expenditures are as follows:

- 2020 - 2021 $803,333.90
- 2021 - 2022 $828,383.14
- YTD 2022-2023 $599,275.24

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period.

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

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

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready For Life | Goal 7
Implement additional research-based initiatives that support first generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms

Recommendation
The Superintendent recommends approval of purchase(s) of testing materials and advanced placement testing materials, SDMC No. 24-00-19-BS, estimated in the amount of $850,000.00.

Financial Impact
The funding source for these annually estimated expenditures are General Funds, Special Revenue Funds, IDEA Funds, Grants and Instructional Materials Funds and are included in the schools and various departments proposed 2023-2024 budget.

Contact
Submitting Departments: Curriculum and Purchasing Department
Initiated By: Laurie Breslin and Ruth Gruett

AGENDA ITEM NO. 11.18

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Instructional Materials, Textbooks, Curriculum Software and Associated Professional Development from Florida School Book Depository, Direct from Publishers and Exempt Vendors, SDMC No. 24-0008-BS, Estimated in the Amount of $2,000,000.00

Executive Summary
Instructional materials, textbooks, curriculum software and associated professional development are purchased throughout the fiscal year by the district, schools, and several departments using various funds allocated to each School District by the Department of Education and various other sources. Portions of the allocations are categorically based on full time equivalent (FTE) student count for each District. These items are purchased from various suppliers including the Florida School Book Depository, as well as direct from the publishers. District purchases for instructional materials align with the state requirement that at least 50% of the purchases are for digital resources. All District purchased state-adopted materials are available in digital format as well as hard copy. All purchases will follow School Board Policy, through June 30, 2024.

Historical expenditures are as follows:

- 2019 - 2020 $3,380,286.29
- 2020 - 2021 $2,972,831.48
- 2021 - 2022 $15,998,224.58
- YTD 2022 – 2023 $1,891,607.32

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

Subsection 6A-1.012(14) F.A.C. states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.”

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget allows.

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 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

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

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

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

Recommendation
The Superintendent recommends approval to purchase instructional materials, textbooks, curriculum software and associated professional development from Florida School Book Depository, direct from publishers and exempt vendors, SDMC No. 24-0008-BS, Estimated in the Amount of $2,000,000.00.

Financial Impact
The funding source for these annually estimated expenditures are various Instructional Materials, Media and Grant Funds and is included in the schools and various Departments proposed 2023-2024 budget.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

AGENDA ITEM NO. 11.19

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Software Licenses and Training from Lazel Learning, SDMC No. 24-0021-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

Executive Summary
The District purchases software such as Gizmos, Reading A-Z, Science A-Z, Reflex and Raz Kids from Lazel Inc., dba Explore Learning. The Gizmos program is interactive labs and simulation for science. Gizmos are aligned to the Next Generation Sunshine State Standards and applies STEM concepts with simulation that have manipulatives embedded with the variable that students can experiment with. The other software helps to engage students with reading, science, writing and mathematics. These products are a great resource for STEM Simulations and STEM Literacy.

Approval of this item does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. The requested contract is for the period of July 1, 2023 through July 30, 2024.

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."

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 Lazel Inc. D/B/A Explore Learning, Charlottesville, VA, Florida Document No. M15000007254.

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 to purchase software licenses and training from Lazel Learning, SDMC No. 24-0021-BS, continued procurement with vendor, estimated in the amount of $100,000.00.

Financial Impact
The funding source for these estimated expenditures are included in the General Funds, Special Projects, Science Referendum and Federal Projects and are included in the school sites and departments approved proposed budgets for 2023/2024.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
24-0021 Lazel Contract for Services

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Science Referendum FUNDS — Curriculum — PO# 24-0021-BS
Budgeted, Federal, Grant, Internal — Name of School/Department

- (●) $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ( ) $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ( ) $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 18 day of April , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Lazel Inc., DBA Explore Learning. (Vendor).

VENDOR:

Business Name: Lazel Inc. DBA Explore Learning Vendor No. 0000004237
Representative: Rachel Shrensky Position: South FL Account Executive
Address: 110 Avon Street Suite 300
City: Charlottesville State: VA Zip: 22902
Phone: 866-882-4141 Ext. 264 Email: rachel.shrensky@explorelearing.com
SDMC Employee: Yes: (____) No: (_X_) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}
Professional Development Training and Services
And shall be performed at the following location(s): TBD
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0021-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Quotes per unit where the unit of measure is Quotes for PD as needed.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line 14716 Science Referendum

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

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

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

AGENDA ITEM NO. 11.20

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Acaletics Materials and Professional Development Services, SDMC No. 24-0025-BS, Continued Procurement with Vendor, Estimated in the Amount of $1,500,000.00

Executive Summary
Acaletics is a system of research-based supplemental products and services. The program is designed to enhance classroom instruction and boost student performance and achievement. The Acaletics model is based on the idea that, like athletics, success in academics requires a structured game plan for preparation, conditioning, analysis, and redress. The vendor will provide instructional products and related services, to include professional development to the School District of Manatee County. To include content focused materials, on-line component and professional development for data driven instruction of best practices to improve student performance in math and science.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 01, 2023 through June 30, 2024.

Historical expenditures are as follows:

- 2020 - 2021 - $890,094.35
- 2021 – 2022 - $619,038.68
- YTD 2022 – 2023 - $897,405.42

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 Educational Development Associates, Inc., Miami Lakes, FL, Florida Document No. M58799.

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

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

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 to purchase Acaletics materials and professional development services, SDMC No. 24-0025-BS, continued procurement with vendor, estimated in the amount of $1,500,000.00.

Financial Impact
The funding sources for this expenditure will be General, Title I Part A Grant, ESSER III, Millage Funds and various school/department sources and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
Acaletics Contract for Services

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Various FUNDS — Budgeted, Federal, Grant, Internal

Curriculum — Name of School/Department

PO# 24-0025-BS

- ○ $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ○ $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ◉ $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 19 day of May , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Educational Development Associates - Acaletics. (Vendor).

VENDOR:

Business Name: Educational Development Associates - Acaletics Vendor No. 0000000106
Representative: Mike Bell Position: Senior Associate
Address: 14052 NW 82 Ave
City: Miami Lakes State: FL Zip: 33016
Phone: 305-362-8887 Email: ACALETICS@AOL.COM
SDMC Employee: Yes: (____) No: (X) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Supplier will provide instructional products and related services to include professional development to SDMC. Quotes for products and services to be provided prior to release of purchase orders.

And shall be performed at the following location(s): District Sites
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0025-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Quote per unit where the unit of measure is Quote to provided.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line Various

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

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

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____
Vendor Date

_____
School Principal Date

_____
Legal Date

_____
Deputy Superintendent Date

_____
Superintendent (over $25,000) Date

_____
Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

AGENDA ITEM NO. 11.21

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase DreamBox Software and Services, SDMC No. 24-0023-BS, Continued Procurement with Vendor, Estimated in the Amount of $70,000.00

Executive Summary
DreamBox Math is an adaptive online curriculum resource that supports students in exploring and mastering the best math standards at grade level while still allowing for both enrichment beyond grade level and scaffolding for standards before grade level. DreamBox learning software is a K-8 math program powered by students, built by and for educators, and independently proven to positively impact student achievement. DreamBox will provide the software program and professional development to the District.

Approval does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. The requested contract is for the period of July 1, 2023 through June 30, 2024.

Historical Expenditures are as follows:

YTD 2022-2023 $67,220.00

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(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.”

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 DreamBox Learning Inc., Bellevue, WA, Florida Document No. F16000002718.

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

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

Recommendation
The Superintendent recommends approval to purchase DreamBox Software and Services, SDMC No. 24-0023-BS, continued procurement with vendor, estimated in the amount of $70,000.00.

Financial Impact
The funding source for this expenditure is Targeted Math Grant funds and is included in the Curriculum Department and Schools proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
24-0023 DreamBox Agreement
Dreambox Quote

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Targeted Math Grant FUNDS _____ PO# 24-0023-BS

Budgeted, Federal, Grant, Internal — Name of School/Department

- ○ $25,000 & UNDER PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ○ $25,000 - $49,999 PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ◉ $50,000 & OVER PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 19 day of May , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and DREAMBOX LEARNING INC. (Vendor).

VENDOR:

Business Name: DREAMBOX LEARNING INC Vendor No. 0000054610
Representative: Drew Cavanagh Position: Director of Education Partnerships
Address: 600 108TH AVENUE NORTHEAST SUITE 805
City: Bellevue State: WA Zip: 98004
Phone: 206-718-4565 Email: drew@dreambox.com
SDMC Employee: Yes: (____) No: (_X_) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Professional Development Services and Licenses

And shall be performed at the following location(s): TBD
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0023-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $ Quote per unit where the unit of measure is Quotes for PD as needed.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line Targeted Math Grant

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

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

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

DreamBox Software and Services Agreement

MANATEE

777 108th Ave. NE, Suite 2300
Bellevue, WA 98004-5149
Phone: 877.451.7845
Fax: 425.484.6476
schools@dreambox.com
www.dreambox.com

Order Form #: DB0622101271

Order Form Valid Until: Jun. 30, 2023

Order Form		
Customer: MANATEE CO SCHOOL DISTRICT	**Service Start Date:** 07-01-2023 **Service End Date:** 06-30-2024	**Subscription Period:** 12 Months
Customer's Point of Contact: Name: Laurie Breslin Title: RP MPOC Phone: E-Mail: breslinl2@manateeschools.net	**Customer's Billing Address:** Attn: Laurie Breslin PO BOX 9069 BRADENTON, FL 34206	**Agreement Prepared By:** Drew Cavanagh Title: FL Director of Education Partnerships Phone: (877) 451-7845 E-Mail: drew@dreambox.com

Pricing

Software and Services	Quantity	Price
Dreambox Learning Math - Advanced Licenses -	2,640	$62,541.60
Professional Development Services -	5	$6,550.00
Subtotal:		$69,091.60
Outside of the states of Washington, South Carolina, Arizona and Hawaii, customers are responsible for remitting any taxes imposed by their states. — Sales Tax:		$0.00
Total:		$69,091.60

Invoicing and Payment Terms			
Subscription Period/ Total Fees/Additional Terms	**Fee Schedule**	**Invoice Schedule**	**Payment Schedule**
Term Length (months): **12** *Total Fees:* **$69,091.60**	$69,091.60	7/1/2023	7/1/2023

Payment Options

- To pay by purchase order, please email your purchase order to schools@dreambox.com or fax your purchase order to 425-484-6476.
- To pay by credit card for **Order Forms totaling less than $8,000.00**, please . Please consult the Dreambox Billing FAQ page if you have questions regarding payment.
- As Covid-19 uncertainties continue to extend closures nationwide, we understand many offices are closed and may have trouble accessing physical items such as checks. We would like to encourage and help customers to process payments electronically. Our banking information is below and can also be found on your DreamBox Learning invoice. This banking information can be used to process an ACH or a wire. Please email us at Accountsreceivable@dreambox.com should your banking institution require additional information from us for processing payments.

*****Please note changes below to ACH and Drop Box changes effective November 1, 2022*****

Please remit via ACH (preferred) to:
DreamBox Learning, Inc.
PNC Bank
Routing #: 031207607
Account #: 8026515017

Check Payments can be mailed to:
DreamBox Learning, Inc.
P.O. Box No. 778853
Chicago, IL 60677-8853

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at accountsreceivable@dreambox.com.

By signing below the parties are accepting the Terms and Conditions incorporated into this Agreement

DREAMBOX LEARNING, INC.

Signature: Paul D. Marvin

Name: Paul Marvin

Title: Interim Chief Financial Officer

CUSTOMER: MANATEE

Signature: _____

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

DreamBox Learning, Inc. ("**DreamBox Learning**") offers software products and services that provide personalized math and reading instruction in an engaging environment for students ("**DreamBox Math**" and "**Reading Plus**" respectively). DreamBox Math provides a three-pronged approach to math, focusing on teaching concepts, problem-solving, and procedures, that is underpinned with an intelligent, adaptive engine that sequences and personalizes instruction to meet the needs of each student. Reading Plus provides a three-pronged approach to reading, focusing on teaching silent reading fluency through engaging texts, comprehension questions, and writing prompts, that is underpinned by our patented guided reading window that adjusts to meet the needs of each student. DreamBox Learning's software products and services are offered to you on a software-as-a-service basis pursuant to the terms and conditions set forth in this Software-as-a-Service Agreement (the "**Agreement**"). This Agreement is made and entered into by and between DreamBox Learning and you, the customer identified on the attached order form ("**you**" or "**Customer**"). This Agreement sets forth the terms and conditions pursuant to which DreamBox Learning agrees to provide to you access to and use of the software products and services described in this Agreement (collectively, the "**Software and Services**"). This Agreement comprises the attached order form (the "**Order Form**") and these terms and conditions (the "**Terms and Conditions**"), each of which are an integral part of this Agreement and incorporated herein by this reference. If this Agreement reflects your understanding, please indicate your agreement to be legally bound hereto by having a duly authorized signatory sign the Order Form. The Agreement will only be effective when executed and delivered by a duly authorized signatory of each party. Capitalized terms used but not otherwise defined in these Terms and Conditions (whether in singular, plural, or possessive) have the meaning ascribed to such terms in these Terms and Conditions or the Order Form.

1. CUSTOMER ACCOUNT

1.1 **Access**. These Terms and Conditions govern your access to the Software and Services. The Software and Services comprise the software to which you are granted access by DreamBox Learning (the "**Software**") and the services provided by DreamBox Learning to you in connection therewith (the "**Services**"). Beginning on the Service Start Date, DreamBox Learning will provide you with the account activation information necessary for you to access the Software and Services via an online account (the "**Customer Account**"). Notwithstanding anything to the contrary herein, you will be responsible for obtaining and maintaining at your expense all the necessary hardware, software, connections to the Internet, and other systems and networks required in order to access the Customer Account and the Software and Services provided in connection therewith. You are solely responsible for the confidentiality and use of the usernames, passwords, and account identifiers associated with the Customer Account. In no event will DreamBox Learning be liable for any loss of your data or other claims to the extent the same arose from unauthorized access to the Customer Account.

1.2 **Updates; Enhancements.** At no charge to you, DreamBox Learning will install on its servers any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Customer Account or the Software and Services (collectively, "**Updates**"). Updates, if any, will be subject to this Agreement. DreamBox Learning reserves the right at any time and without prior notice to Customer to temporarily limit Customer's access to the Customer Account and use of the Software and Services in order to perform repairs, make modifications, or as a result of circumstances beyond DreamBox Learning's reasonable control. DreamBox Learning may, in its sole discretion, modify, enhance, or otherwise change the Software and Services upon written notice to you. DreamBox Learning shall not be obligated to provide to you any new feature, functionality, or service for which DreamBox Learning generally charges a separate fee.

1.3 **License.** Subject to the terms and conditions of this Agreement, DreamBox Learning hereby grants to you a limited, non-exclusive, non-sublicenseable, non-transferable license during the Subscription Period to access the Customer Account and permit designated administrators, faculty members, staff members, and enrolled students to use the Software and Services, as made available to you via the Customer Account, commencing on the Service Start Date, solely for your own educational purposes.

1.4 **Protections Against Unauthorized Use.** You will take all appropriate steps and precautions to protect the Software and Services from unauthorized use by your officers, directors, trustees, administrators, faculty, staff, employees, agents, and students, and any third parties who obtain access to the Software and Services directly or indirectly through you, including any former officers, directors, trustees, administrators, faculty, staff, employees, agents, or students. You understand that nothing in the license granted to you in Section 1.3 above permits you to disclose know-how, trade secrets, or other non-public information disclosed to you by DreamBox Learning to any third party without obtaining DreamBox Learning's advance written consent except as otherwise required by applicable state or federal law. In the event of any actual or suspected unauthorized use by anyone who obtained access to the Software and Services directly or indirectly through you, you will take all steps reasonably necessary to terminate such unauthorized use. Further, you will provide to DreamBox Learning such cooperation and assistance related to any such unauthorized use as DreamBox Learning may reasonably request.

1.5 **End Users' Compliance with Website Terms of Use.** You understand that your users of the Software and Services (i.e., your designated administrators, faculty members, staff members, and students) will be bound by the terms and conditions set forth in DreamBox Learning's Website Terms of Use (available at http://www.dreambox.com/terms or a successor site) to which such individuals will consent in connection with their access to and use of the Software and Services.

1.6 **Reservation of Rights**. The Software and Services are licensed to you, not sold. You acknowledge that the Software and Services and any and all intellectual property rights therein, including any know-how, trade secrets, and other non-public information related to the Software and Services, are, and shall remain, the sole and exclusive property of DreamBox Learning and contain DreamBox Learning's confidential and proprietary materials. All uses of DreamBox Learning's trademarks and related goodwill incidental to your access to the Customer Account or use of the Software and Services will inure solely to DreamBox Learning and you will obtain no rights with respect to any of DreamBox Learning's trademarks. You acknowledge and agree that, if you or your officers, directors, trustees, administrators, faculty, staff, employees, agents, or students provide any feedback or suggestions to DreamBox Learning concerning the Software and Services (including identifying any errors or improvements) ("**Feedback**"), DreamBox Learning is hereby assigned all right, title, and interest in and to the Feedback, including any and all intellectual property rights therein, and DreamBox Learning is free to use the Feedback without any payment or restriction.

2. PAYMENT

Unless otherwise stated in the Order Form: (i) Purchase Orders referencing the Order Form are due within thirty (30) days of the Effective Date of this Agreement, and (ii) Payment is due within thirty (30) days of receipt of Invoice but no later than fifteen (15) days from Service Start Date.

3. SERVICES

3.1 **Delivery**. Professional Development may be delivered on-site or by electronic means (webinar), as outlined in the applicable Order Form. All Professional Development will be utilized within 12 months of the Order Form Contract Start Date. Professional Development not utilized within 12 months of the Order Form Contract Start Date will be forfeited.

3.2 **Cancelation**.

(a) On-site Professional Development canceled within 15 business days of the scheduled on-site visit will result in forfeiture. DreamBox Learning shall have no obligation to reschedule on-site. Notwithstanding the foregoing, if on-site visit is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(b) Webinars canceled within 3 business days of the scheduled webinar will result in forfeiture. DreamBox Learning shall have no obligation to reschedule the webinar. Notwithstanding the foregoing, if webinar is canceled due to acts of God, government regulations, disaster, or strikes DreamBox will work in good faith with the Customer to reschedule.

(c) Should DreamBox be unable to deliver on-site Professional Development during the term of the Order Form due to prolonged school closures, inability for DreamBox employees to travel safely, or other instance which may cause it to be unsafe for DreamBox employees to interact in person with Customer employees then DreamBox will deliver the same Professional Development content virtually on the committed dates.

4. TERM AND TERMINATION

4.1 **Term**. This Agreement will become effective as of the Effective Date, and it will continue in effect until it is terminated in accordance with Sections 4.2, 4.3, and/or 4.4 below (the "**Term**"). For the avoidance of doubt, the Term comprises the period between the Effective Date and the Service Start Date, the Subscription Period, and any additional Renewal Period.

4.2 **Subscription Period**. The "**Subscription Period**" will be for the duration set forth in the Order Form. Following the end of the Subscription Period, the Order Form will automatically expire. Parties may mutually agree in writing, in a new Order Form, to renew this Agreement for one or more additional periods "**Renewal Period**" .

4.3 **Termination without Cause**. Neither party may terminate this Agreement without cause. For termination for cause, see Section 4.4 below. Notwithstanding the foregoing, you may terminate this Agreement at the end of the Subscription Period or the then-current Renewal Period. In the event that after the first 12 months of your Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in your budget appropriation for the applicable period you may terminate your current Order Form, provided that (a) you use your best efforts to seek and obtain the necessary amount to meet your payment obligations hereunder in each applicable budget appropriation; (b) you notify us of your intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) you do not, and you hereby agree that you will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

4.4 **Termination or Suspension for Cause**. Either party may terminate this Agreement and the rights granted hereunder by written notice to the other party in the event of any material breach by the other party of any term or condition set forth herein, if such breach remains uncured 10 days after receipt by the defaulting party of a written notice of default from the non-defaulting party. In addition to other remedies available to DreamBox Learning, it may, in its sole discretion, suspend your access to the Customer Account and use of the Software and Services if payment of any Fee is due and payable and remains outstanding for more than 45 days.

4.5 **Survival**. Upon termination or expiration of this Agreement, all rights and duties of the parties toward each other pursuant to the Agreement cease except that: (a) within 30 days after the effective date of termination, you will pay all amounts owing to DreamBox Learning, including any Fees accrued prior to the effective date of termination; and (b) Sections 1.4, 1.5, 1.6, 4.5, and 7 survive termination or expiration of this Agreement.

5. PRIVACY

DreamBox Learning understands and agrees that you have obligations under the Family Educational Rights and Privacy Act and regulations and guidelines issued thereunder, as the same may be amended from time to time ("**FERPA**"), and other privacy laws to protect the confidentiality of personally identifiable information, as that term is defined in FERPA ("**PII**"), and to obligate those to whom you disclose PII to perform certain functions on your behalf in order to meet requirements and safeguards with respect to the use of such PII. During the term of this Agreement, DreamBox Learning is designated as your authorized representative (as that term is defined in FERPA) to receive, obtain, or create PII residing in one or more of DreamBox Learning's computer information systems used to host the Software and perform the Services. Without limiting any other obligations of this Agreement, DreamBox Learning will (a) not use PII for any purpose other than as expressly allowed under this Section 5; (b) not further disclose PII to any person, other than (i) to your applicable public school district and its employees or (ii) as specifically required or authorized by federal law; and (c) implement policies and procedures consistent with FERPA and in accordance with generally accepted practices, privacy laws, and regulations to safeguard PII from unauthorized use and further disclosure. Notwithstanding the foregoing, you acknowledge and agree that you are responsible for notifying DreamBox Learning concerning any changes to your public school district or its administrators, faculty members, staff members, students, parents, or guardians that may affect DreamBox Learning's privacy policies. DreamBox Learning has no obligations to change its practices unless and until it has received notification from you of any such change, or changes, including, without limitation,

any change in desired access by an administrator, faculty member, staff member, student, parent, or guardian. DreamBox Learning's full Privacy Policy is available at http://www.dreambox.com/privacy-policy.

6. NOTICE

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (a) delivered in person, (b) sent by first class mail, (c) sent by overnight air courier, or (d) sent by email to legal@dreambox.com, in each case properly posted and fully prepaid to the address or email address set forth on the Order Form. Either party may change its address for notices by notice to the other party given in accordance with this Section 6. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

7. WARRANTY

DREAMBOX LEARNING DOES NOT WARRANT THE SOFTWARE OR SERVICES, EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DREAMBOX LEARNING TO ANY THIRD PARTY. NEITHER PARTY SHALL HAVE ANY CONTRACTUAL INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY.

8. MISCELLANEOUS

The Terms and Conditions and the Order Form contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties. Applicable activation codes for the subscription purchased by you will be issued following receipt of your authorized signature on the Order Form. Receipt of a signed Order Form from you represents a binding agreement to purchase access to and use of the Software and Services. All Fees and payments are non-refundable, unless you terminate this Agreement for cause pursuant to Section 4.4 above, in which case you will receive a prorated refund of any Fees paid in advance of receipt of the Software and Services. You will remit all payments in US Dollars. Fees are exclusive of any applicable taxes or surcharges. Taxes and surcharges, if applicable, are subject to change at the time of invoicing. DreamBox Learning will not charge you taxes or surcharges if you provide us with a valid tax exemption certificate. The parties shall attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement through consultation and negotiation in good faith and a spirit of cooperation. This Agreement and all disputes, claims, or controversies arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the substantive local laws of the Customer's home state as provided in the Order Form, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the Customer's home county and state, in connection with any action arising out of or in connection with this Agreement and agrees that service of process to the party's address set forth on the Order Form (as may be updated from time-to-time by written notice to the other party in accordance with this Section 8) will constitute effective service within the Customer's home state. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. In no event will the aggregate liability of DreamBox Learning and its licensors, service providers, and suppliers arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed the total amounts paid to DreamBox Learning under this Agreement in the one year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose. It is the express intention of the parties that DreamBox Learning perform the Services as an independent contractor. Nothing in this Agreement will in any way be construed to constitute DreamBox Learning as your agent, employee, or representative. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and delivered by facsimile or other electronic means and such execution and delivery will have the same force and effect of an original document with original signatures. This Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. DreamBox Learning has thoroughly reviewed its current offering in the Reading Plus catalogue and confirmed that such offering is in compliance with Florida HB 7, 1467, and 1557.

AGENDA ITEM NO. 11.22

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Cengage Learning Time Zones Starter Combo, SDMC No. 24-0024-BS, Estimated in the Amount of $70,000.00

Executive Summary
Cengage Learning Time Zones Starter Combo is combination of a print and computer-based learning program for newcomer English language learners. The Cengage combo creates an integrated learning platform that helps meet every ELL student's unique needs and supports newcomer's rapid acquisition of social and instructional English. The Time Zones Combo was successfully piloted in two secondary schools in the 2022-2023 school year to support newcomer and beginning ELLs. The program provides necessary foundational English skills and prepares students quickly to function in more rigorous academic content and language. Secondary administrators and teachers have been requesting additional supports for students new the English language, beginning ELLs/newcomers. The program will provide necessary support for beginning/newcomer ELLs and has been successfully piloted at Manatee County middle and high school this year. These funds will be used to provide continued support for the implementation of research-based English language instruction.

Approval does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. The requested contract is for the period of July 1, 2023 through June 30, 2024.

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(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.”

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 Cengage Learning Inc., Farmington Hills, MI, Florida Document No. F940000003658.

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

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

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 to purchase Cengage Learning time zones starter combo, SDMC No. 24-0024-BS, estimated in the amount of $70,000.00.

Financial Impact
The funding source for these annually estimated expenditures are Instructional Materials Funds and is included in the Curriculum's proposed 2023-2024 budget.

Contact

Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
Cengage Quote

To place your order: select Submit Customer Purchase Order Here

Confidential Price Quote (6419869)

Submit Customer Purchase Order Here

4/6/2023
Pricing on this Proposal Guaranteed: **8/1/2023**

Presented To: Carol Foye (941) 751-6550, foyec@manateeschools.net
Prepared By: Andrea Neff, (727) 422-2287, andrea.neff@cengage.com

SHIP TO: MANATEE PROFESSIONAL SUPPORT CENTER
Carol Foye
2501 63RD AVE E
BRADENTON, FL 34203
USA

BILL TO: MANATEE PROFESSIONAL SUPPORT CENTER
Carol Foye
2501 63RD AVE E
BRADENTON, FL 34203
USA

Cengage Learning
ATTN: Order Fulfillment
10650 Toebben Drive
Independence, KY 41051
(800) 354-9706
http://NGL.Cengage.com/CustomerSupport

View Quote in CAD

Quoted Products: ELL-TimeZones STARTER

Qty	Update Qty	Product	Price	Quoted Price	Total
1200		Time Zones Starter Combo: Student's Book + the Spark platform, Instant Access Package Beare 3rd Edition [CENGAGE ELT, 2021] 9780357805725 / 0357805720	$57.00	$57.00	$68,400.00
40		Time Zones Starter Combo: Teacher's Book Beare 3rd Edition [CENGAGE ELT, 2021] 9780357426487 / 0357426487	$99.00	$0.00	FREE

Sub-Total:	$68,400.00
+ Estimated Shipping and/or Process Fee:	$3,420.00

TOTAL: $71,820.00
Total Savings: $3,960.00

Submit Customer Purchase Order Here

Thank you for your interest in Cengage Learning products.

All information embodied in this document is strictly confidential and may not be duplicated or disclosed to third parties outside recipient's organization without prior written consent of Cengage Learning.

AGENDA ITEM NO. 11.23

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Literacy Solutions Subscription, SDMC No. 24-0029-BS, Continued Procurement with Vendor, Estimated in the Amount of $64,000.00

Executive Summary
Literacy Solutions has been a collaborative partner with the School District of Manatee County for several years. They provide online, self-paced course work for earning credit for all 5 Reading Endorsement coursework. The coursework is delivered through MyPGS. The coursework has been purchased and we have the ability to make modifications to the courses. Literacy Solutions can also grade the coursework since the enrollment numbers for reading endorsement courses has increased due to state mandates that require all teachers who deliver a tier 3 intervention be reading endorsed by July 1, 2020.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed as budget allows. The requested license purchase will renew annually upon agreement.

Historical expenditures are as follows:

- 2020 – 2021 $37,500.00
- 2021 – 2022 $56,250.00
- YTD 2022 – 2023 $64,000.00

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(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 To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Recommendation
The Superintendent recommends approval to purchase Literacy Solutions subscription, SDMC No. 24-0029-BS, continued procurement with vendor, estimated in the amount of $64,000.00.

Financial Impact
The funding source for this expenditure is CERP funds and is included in the Curriculum and Professional Learning Department proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Professional Learning and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
23-24 Literacy Solutions Quote

Literacy Solutions *and more*, Inc.
Fastrack Certification
ATTN: Tad Szulc
tad@fasttrackcertification.com
505-400-3219

Learning Proposal for: *Manatee County School District*

Date: 2/23/20223

Annual District License

July 1, 2023 – June 30, 2024

Annual District License: 40-Hour Reading Renewal Course (RL-ED-301)
• Course access, Instructional and Administrative support for the course below: ○ *40-Hour Reading Renewal: No. RL-ED-301* • Duration: One full calendar year from date of purchase. • Maintenance included for updates, technical support, and any other adjustments as agreed by contract. • Includes any needed field-testing with adjustments. • User tech support for users. • Data, user progress, certificates issued, plagiarism checks, automated feedback on assignments • 5 day turn-around on graded assignments and issuance of certificate of completion (excludes weekends and national holidays) • Does not include updating Manatee School District-based systems (i.e. MyPGS)
Total for up to 100 Certificates* per year: $7,750 **Unfinished enrollments at the time of annual renewal will roll over and count toward the total certificates against the new contract term*
Annual District License: *Instructional Support (up to 450 certificates total)*

• Instructional and Administrative support for the courses below:
  ○ *Competency 1: Building Reading Comprehension: Foundations of Reading Instruction, K-12 - No. RL-ED-130*
  ○ *Competency 2: Research-Based Literacy Strategy For All Content Areas, Grades K-12 - No. RL-ED-123*
  ○ *Competency 3: Foundations of Reading Assessment for Teachers and Principals, Grades K-12 - No. RL-ED-221*
  ○ *Competency 4: Differentiating Instruction and Assessments, Grades K-12 - No. RL-ED-112*
  ○ *Competency 5: Demonstration of Accomplished Practices: Reading Practicum, Grades K-12 - No. RL-ED-256*
• Duration: One full calendar year from date of purchase.
• Maintenance included for updates, technical support, and any other adjustments as agreed by contract.
• Includes any needed field-testing with adjustments.
• User tech support for users.
• Data, user progress, certificates issued, plagiarism checks, automated feedback on assignments
• 5 day turn-around on graded assignments and issuance of certificate of completion (excludes weekends and national holidays)
• Does not include updating Manatee School District-based systems (i.e. MyPGS)

Total for the district with Instructor Validation Requirements identified below: $56,250
Grand Total: $64,000

Literacy Solutions and more

Comp 1 Instructor Validation Requirements
• The activity **Assignment 1** is marked complete • The activity **Assignment 2** is marked complete • The activity **Lesson Plan: Final Project** is marked complete • The activity **Final Quiz** is marked complete • The activity **Quiz on Dyslexia** is marked complete
Comp 2 Instructor Validation Requirements
• The activity **Assignment 1** is marked complete • The activity **Assignment 2** is marked complete • The activity **Assignment 3: Final Project** is marked complete • The activity **Final Quiz** is marked complete
Comp 3 Instructor Validation Requirements
• The activity **Assignment 1** is marked complete • The activity **Assignment 2** is marked complete • The activity **Assignment 3: Final Project** is marked complete • The activity **Final Quiz** is marked complete
Comp 4 Instructor Validation Requirements
• The activity **Assignment 1** is marked complete • The activity **Assignment 2** is marked complete • The activity **Assignment 3: Final Project** is marked complete • The activity **Final Quiz** is marked complete
Comp 5 Instructor Validation Requirements
• The activity **Reading Comprehension Plan Submission** is marked complete • The activity **Higher Order Critical Thinking Lesson Plan Submission** is marked complete • The activity **Oral/Aural Language Plan Submission** is marked complete • The activity **Phonological Awareness Lesson Plan** is marked complete • The activity **Phonics and Word Recognition Plan Submission** is marked complete • The activity **Writing Lesson Plan Submission** is marked complete • The activity **Fluency and Endurance Plan Submission** is marked complete • The activity **Academic and Domain Specific Plan Submission** is marked complete
40-Hour Reading Renewal Instructor Validation Requirements
• The activity **Assignment 1** is marked complete • The activity **Assignment 2** is marked complete • The activity **Assignment 3:** is marked complete • The activity **Assignment 4** is marked complete • The activity **Assignment 5:** is marked complete • The activities **Module 1 through 6 Quizzes** are marked complete

AGENDA ITEM NO. 11.24

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words (SIPPS) Materials and Services, SDMC No. 24-0030-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

Executive Summary
Systematic Instruction in Phoneme Awareness, Phonics and Sight Words (SIPPS) is an evidence-based foundational skills program to help struggling readers in grades K-12 increase phonemic awareness, phonics skills and build confidence for fluent, independent reading. The program provides a structured literacy approach through explicit and systematic instructional routines. The vendor will provide in-person professional development to non-title elementary schools and middle school intensive reading teachers during district-wide training days and across the year at individual school sites to ensure SIPPS implementation with fidelity.

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 subscription is for the period of July 01, 2023 through June 30, 2024.

Historical Expenditures are as follows:

- 2020-2021 $142,655.60
- 2021-2022 $286,336.68
- YTD 2022-2023 $68,149.92

The supplier is Center for Collaborative Classroom Inc., Alameda, CA, Florida Document No. F11000000134. Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

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

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

Recommendation
The Superintendent recommends approval to purchase Systematic Instruction in Phoneme Awareness, Phonics, and Sight Words (SIPPS) materials and services, SDMC No. 24-0030-BS, continued procurement with vendor, estimated in the amount of $100,000.00.

Financial Impact

The funding sources for these expenditures are CERP, grant, general and various other school funds and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
Collaborative Classroom Contract for Services
23-24 SIPPS PD Quote
23-24 SIPPS Prod Quote

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Various FUNDS (Budgeted, Federal, Grant, Internal) | Curriculum (Name of School/Department) | PO# 24-0030-BS

- ○ $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ○ $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ◉ $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 20 day of May , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and _____. (Vendor).

VENDOR:

Business Name: CENTER FOR THE COLLABORATIVE CLASSROOM Vendor No. _____
Representative: Megan West Position: Manager of Educational Partnerships
Address: 1001 MARINA VILLAGE PARKWAY SUITE 110
City: Alameda State: CA Zip: 94501
Phone: 940-206-3806 Email: mwest@collaborativeclassroom.org
SDMC Employee: Yes: (____) No: (X) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Supplier will provide instructional products and related services to include professional development to SDMC. Quotes for products and services to be provided prior to release of purchase orders.

And shall be performed at the following location(s): Various
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0030-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $Quote per unit where the unit of measure is Quote to be provided.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line Various

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

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

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

COLLABORATIVE CLASSROOM™
1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q722432

Bill To:

ACCOUNTS PAYABLE
MANATEE CO SCHOOL DISTRICT
PO BOX 9069
BRADENTON FL 34206
United States

Ship To:

MANATEE CO. SD - WAREHOUSE
1 MATZKE WAY
BRADENTON FL 34208
United States

Total: $21,000.00

Remit to:
Center for the Collaborative Classroom
1001 Marina Village Parkway, Ste 110
Alameda, CA 94501
Phone: 510-533-0213 Fax: 510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	7/3/2023			UPS-GD	4/4/2023

Quantity	Item	Description	Rate	Amount
6	CONSULT-In School	Consulting In-School	$3,500.00	$21,000.00

Memo:
Read Center for the Collaborative Classroom's Professional Learning Policies: Professional Learning Policies

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org

NEW WIRE INFO:
California Bank of Commerce:
2999 Oak Road, Suite 210, Walnut Creek, CA 94597
ABA Routing Number: 121144696
Bank Account Number: 1092287

Subtotal	$21,000.00
Shipping Cost	$0.00
Tax (0%)	$0.00
Total	$21,000.00

Q722432

COLLABORATIVE CLASSROOM™
1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q722038

Bill To:

ACCOUNTS PAYABLE
MANATEE CO SCHOOL DISTRICT
PO BOX 9069
BRADENTON FL 34206
United States

Ship To:

MANATEE CO. SD - WAREHOUSE
1 MATZKE WAY
BRADENTON FL 34208
United States

Total: $23,550.80

Remit to:
Center for the Collaborative Classroom
1001 Marina Village Parkway, Ste 110
Alameda, CA 94501
Phone: 510-533-0213 Fax: 510-842-0348

Terms	Expires	PO #	Sales Rep	Shipping Method	Date
Net 30	6/5/2023			UPS-GD	3/7/2023

Quantity	Item	Description	Rate	Amount
3	SPS4-CPBECP	SIPPS 4e Intervention Pkg	$3,075.00	$9,225.00
3	SPS4-CPB	SIPPS 4E Beg. Class Pkg.		
3	SPS4-CPE	SIPPS 4E Ext. Class Pkg.		
3	SPS4-CPC	SIPPS 4E Chal. Class Pkg		
3	SPS4-CPP	SIPPS 4E Plus Class Pkg		
4	SPS4-CPRS	SIPPS 4e Reading Specialist's Pkg	$2,325.00	$9,300.00
4	SPS4-CPB	SIPPS 4E Beg. Class Pkg.		
4	SPS4-CPE	SIPPS 4E Ext. Class Pkg.		
4	SPS4-CPC	SIPPS 4E Chal. Class Pkg		
1	SPS4-CPB	SIPPS 4E Beg. Class Pkg.	$1,175.00	$1,175.00
3	SPS4-CPE	SIPPS 4E Ext. Class Pkg.	$725.00	$2,175.00
7	SPS4-TWB-Q6	SIPPS 4E Beg trace&write(6-pk)	$35.00	$245.00
8	SPS4-TWE-Q6	SIPPS 4E Ext trace&write(6-pk)	$35.00	$280.00
7	SPS4-TWP-Q6	SIPPS 4E Plus trace&write(6-pk)	$35.00	$245.00

Memo:
Read Center for the Collaborative Classroom's Professional Learning Policies: Professional Learning Policies

Please note this quote will be honored within 90 days of quote issue date. Please refer to the Quote ID # on purchase order to expedite the processing and avoid duplication. To place an order, fax your purchase order to 510-842-0348, telephone 800-666-7270x5 to speak to customer service, or email to clientsupport@collaborativeclassroom.org

Q722038

COLLABORATIVE CLASSROOM™
1001 Marina Village Parkway, Suite 110
Alameda, CA 94501-1042
800.666.7270

QUOTE

#Q722038

NEW WIRE INFO:
California Bank of Commerce:
2999 Oak Road, Suite 210, Walnut Creek, CA 94597
ABA Routing Number: 121144696
Bank Account Number: 1092287

Subtotal	$22,645.00
Shipping Cost	$905.80
Tax (0%)	$0.00
Total	$23,550.80

AGENDA ITEM NO. 11.25

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Lexia Learning Systems, SDMC No. 24-0028-BS, Continued Procurement with Vendor, Estimated in the Amount of $250,000.00

Executive Summary
The Lexia program will support students reading below grade level down to foundational skills. This program is designed to maximize student learning through a truly personalized experience that addresses individual skill gaps and impact reading proficiency and academic success. This target approach allows each student to make literacy gains quickly and develop the reading and critical thinking skill necessary to meet the demands of secondary curriculum and beyond.

Lexia will be utilized in grades 6-10 reading classrooms at nineteen (19) secondary schools. The targeted approach this program provides allows each student to make literacy gains quickly and develop the reading and critical thinking skills necessary to meet the demands of secondary curriculum and beyond. This program will support students in their effort to make gains on the state assessment and is closely aligned to the Florida B.E.S.T. Standards.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 01, 2023 through June 30, 2024.

Historical expenditures are as follows:

- 2021-2022 $4,000.00
- YTD 2022-2023 $234.475.93

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(7) F.A.C. states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks printed instructional materials, computer software, films, 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”.
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 3
Provide unique and highly personalized support for English Language Learners

Recommendation
The Superintendent recommends approval to purchase Lexia Learning Systems, SDMC No. 24-0028-BS, continued procurement with vendor, estimated in the amount of 250,000.00.

Financial Impact
The funding source for this expenditure will be CERP funds and is included in the Curriculum and Professional Learning Department's proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
SDMC Lexia Quote

QUOTE

Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-526718-1
Created Date: 2/6/2023

Prepared By: Cheryl McLaughlin
Email: cheryl.mclaughlin@lexialearning.com

Quote To:
Violeta Felix
Manatee Co School District
PO Box 9069
Bradenton, FL 34206 US

Bill To:
Manatee Co School District
PO Box 9069
Bradenton, FL 34206 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
7/1/2023	6/30/2024	19	Lexia PowerUp Literacy Unlimited License with School Success Partnership Renewal	$11,900.00	$226,100.00
7/1/2023	6/30/2024	1	Lexia PowerUp Literacy District Success Partnership - Gold	$11,900.00	$11,900.00

Total Price $238,000.00

Fax or email Purchase Orders with quote number Q-526718-1 to the following:
Attn: Cheryl McLaughlin
Email: cheryl.mclaughlin@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at https://lexialearning.com/privacy/eula (the “License”), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the “Agreement”). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

AGENDA ITEM NO. 11.26

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Local Advertising and Publications, SDMC No. 24-0006-KD, Continued Procurement of Commodity, Estimated in the Amount of $120,000.00

Executive Summary
The District utilizes various suppliers to publish and advertise various meetings, events, and to create interest in the educational and workforce opportunities that the District offers. The District will utilize several suppliers and marketing opportunities to reach audiences through various channels.

Suppliers include but are not limited to:

- The Bradenton Herald, Sacramento, CA, Florida Document No. G20000120738
- The McClatchy Company, LLC, Sacraments, CA, Florida Document No. M20000007753
- Sarasota Herald Tribune/Herald Tribune, Pittsford, New York, Florida Document No. G19000107005
- Tempo News, Sarasota, Florida, Florida Document No. G99123900183/G16000059168
- Observer Media Group, Sarasota, Florida, Florida Document No. P95000014408
- Early Learning Coalition of Manatee County, Inc., Palmetto, Florida, Florida Document No. N97000006297
- Suncoast Press, Venice, Florida, Florida Document No. G20000019986
- TV Net Media Group, LLC, Sarasota, Florida, Florida Document No. L08000032895
- Manatee Chamber of Commerce, Bradenton, Florida, Florida Document No. 704590
- Pittsburgh Associates of Florida, LLC, Florida Document No. L17000263630
- Bradenton Area Economic Development Corporation, Bradenton Florida, Florida Document No. N11000011372
- Solmart Media, LLC, Sarasota, Florida, Florida Document No. L13000100831
- Como En Familia Magazine
- Rooks Advertising, LLC, Bradenton, Florida, Florida Document No. L07000036831
- Tavcom
- Additional suppliers may be added on as add needed basis throughout the year.

The requested contract is for the period of July 1, 2023 through June 30, 2024.

Historical Expenditures are as follows:

- Fiscal Year 2020-2021 $186,418.41
- Fiscal Year 2021-2022 $248,810.09
- YTD Fiscal Year 2022-2023 $103,556.51

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

Subsection 6A-1.012(8) F.A.C. (14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.004(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(8) F.A.C. (11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for the purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration."

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

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

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

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 purchase local advertising and publications, SDMC No. 24-0006-KD, continued procurement of commodity, estimated in the amount of $120,000.00.

Financial Impact
The funding source for this annually estimated expenditure is General, School/Department, and additional funds as needed and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Strategic Planning and Purchasing
Initiated By: Kevin Chapman and Ruth Gruett

AGENDA ITEM NO. 11.27

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Contracts with Charter Schools and Other Sites to Provide Meal Service to Students and Adults for the 2023-2024 School Year

Executive Summary
The purpose of the attached contracts is to provide breakfast, lunch, and/or after-school meals to the students attending Charter and Contract Schools as requested by the individual schools. The terms and conditions of providing meals vary by location and are included in the attached contracts. All costs associated with providing meals to the contract sites are recovered through reimbursement received, charges for additional meals served, and/or additional fees for service.

The following sites will be served: AMI Kids, Imagine Charter School at Lakewood Ranch, Imagine Charter at North Manatee, Manatee School for Arts and Sciences, Oasis Charter School, PACE Center for Girls, Palmetto Charter Schools, St. Joseph Catholic School, State College of Florida Manatee-Sarasota, Step Up Suncoast Inc. and Visible Men Academy.

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 contracts with charter schools and other sites to provide meal service to students and adults for the 2023-2024 school year.

Financial Impact
The revenue generated from the service of meals to students and adults is part of the revenue at the cost center that prepares the meals. All revenue and expenses related to the preparation and service of meals are included in the Food Service Fund 410 budget.

Contact
Submitting Department: Food & Nutrition Services
Initiated by: Regina Thoma

Attachments:
FNS Charter Contracts 2023-2024

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND AMI KIDS
2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **AMI KIDS** hereafter referred to as the CONTRACT SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

   (Please select all that apply)
   ☑ Breakfast
   ☑ Lunch
   ☐ Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

4. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

5. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

6. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced price meal benefits.

7. The DISTRICT agrees to prepare meals served. The DISTRICT will account for the number of student and adult meals served according to the procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the District by a daily roster of student served meals.

8. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The district will follow the menu, providing complete meals for the children.

9. Meal service for the CONTRACT SCHOOL will be provided as part of the meal service at Harllee.

II. The CONTRACT SCHOOL Agrees:

1. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

2. The CONTRACT SCHOOL agrees to pay the DISTRICT, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year.

3. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CONTRACT SCHOOL agrees to pay the district for lost reimbursement.

4. The CONTRACT SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

5. The CONTRACT SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

6. The CONTRACT SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

7. **The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents. The CONTRACT SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CONTRACT SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

8. The School District of Manatee County and State of Florida requires all contractors/subcontractors to comply with the Jessica Lunsford Act (JLA), which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with The School Board of

Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless The School Board of Manatee County for any claims made against The School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be access at: http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend, indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this four (4) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**AMI KIDS**	
Cynthia Saunders, Superintendent	Date	Carolyn McBlaw CONTRACT Director	4.4.11 Date
Chad Choate III, Chair	Date	Witness	Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND IMAGINE CHARTER SCHOOL AT LAKEWOOD RANCH

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **IMAGINE CHARTER SCHOOL AT LAKEWOOD RANCH** hereafter referred to as the CHARTER SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT. The DISTRICT agrees to provide a staff person for breakfast and lunch, to assist in delivery and set up, stay at the site and operate the point of sale software, and basic clean up at the end of meal service.

11. The DISTRICT agrees to deliver the adequate amount of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed up by the DISTRICT and CHARTER SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as PBJ, salad entrees, and deli sandwiches available. The district will follow the menu, providing complete meals for the children.

13. The DISTRICT agrees to provide a point of sale computer, applicable software and to maintain the computer and all district supplied equipment necessary.

II. The CHARTER SCHOOL Agrees:

1. The CHARTER SCHOOL agrees to pay the district $16,000.00 over and above the costs indicated in Section II.2 below. The cost can be paid in one payment of $16,000.00 at the beginning of the current school year or can be divided into 10 equal payments of $1600/month. For the funds, the DISTRICT agrees to provide transport of food, a cashier for breakfast and a cashier for lunch. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Meals will be charged in accordance with 2023-2024 district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CHARTER SCHOOL monthly FEFP disbursement.

2. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced price student meals and adult meals, monthly. The CHARTER SCHOOL agrees to pay the district, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year.

3. The CHARTER SCHOOL shall telephone an accurate meal and snack count to the school within the DISTRICT providing the food service by 9:00 AM each day. The CHARTER SCHOOL shall notify the school within the DISTRICT of any increase or decrease in the number of meals and snacks ordered no later than 9:30 AM each day. Adequate servings shall be provided for the number of meals and snacks ordered.

4. The CHARTER SCHOOL agrees to provide and maintain equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The district agrees to maintain any equipment the district has provided for use by the CHARTER SCHOOL. The District reserves the right to remove such equipment upon 30 days written notice and/or default in payment to the District. **Equipment used for food and supplies for National School Lunch programs must not be used for storage of other foods and must have a secure locking system.**

5. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, help in loading and unloading the food, equipment and supplies from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

6. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

7. The CHARTER SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

8. The CHARTER SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

9. The CHARTER SCHOOL agrees the DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CHARTER SCHOOL agrees to pay the district for lost reimbursement.

10. The CHARTER SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

11. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

12. **The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents. The CHARTER SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CHARTER SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT LAKEWOOD RANCH**	
Cynthia Saunders, Superintendent	Date	CHARTER Director	3/7/23 Date
Chad Choate III, Chair	Date	Witness	3/7/23 Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND IMAGINE CHARTER SCHOOL AT NORTH MANATEE

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **IMAGINE CHARTER SCHOOL AT NORTH MANATEE** hereafter referred to as the CHARTER SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)
- ☑ Breakfast
- ☑ Lunch
- ☑ Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e., lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT. The DISTRICT agrees to provide 2 staff for breakfast, 1 staff person for lunch and snack to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service. The cost of the 2nd staff for breakfast is $520 per month.

11. The DISTRICT agrees to deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed up by the DISTRICT and CHARTER SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as PBJ, salad entrees, and deli sandwiches available. The district will follow the menu, providing complete meals for the children.

13. The DISTRICT agrees to provide a point-of-sale computer, applicable software and to maintain the computer and all district supplied equipment necessary.

II. The CHARTER SCHOOL Agrees:

1. The CHARTER SCHOOL agrees to pay the district $21,200.00 over and above the costs indicated in Section II.2 below. The cost can be paid in one payment of $21,200.00 at the beginning of the current school year or can be divided into 10 equal payments of $2120/month. For the funds, the DISTRICT agrees to provide transport of food, two (2) cashiers for breakfast and a cashier for lunch and snack. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Meals will be charged in accordance with 2023-2024 district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CHARTER SCHOOL monthly FEFP disbursement.

2. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL agrees to pay the district, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year.

3. The CHARTER SCHOOL shall telephone an accurate meal and snack count to the school within the DISTRICT providing the food service by 8:00 AM each day. The CHARTER SCHOOL shall notify the school within the DISTRICT of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. Adequate servings shall be provided for the number of meals and snacks ordered.

4. The CHARTER SCHOOL agrees to provide and maintain equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The district agrees to maintain any equipment the district has provided for use by the CHARTER SCHOOL. The District reserves the right to remove such equipment upon 30 days written notice and/or default in payment to the District. **Equipment used for food and supplies for National School Lunch programs must not be used for storage of other foods and must have a secure locking system.**

5. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, help in loading and unloading the food, equipment and supplies from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

6. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

7. The CHARTER SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

8. The CHARTER SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

9. The CHARTER SCHOOL agrees the DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CHARTER SCHOOL agrees to pay the district for lost reimbursement.

10. The CHARTER SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

11. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

12. **The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents. The CHARTER SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CHARTER SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers, and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**IMAGINE CHARTER SCHOOL AT NORTH MANATEE**	
Cynthia Saunders, Superintendent	Date	Erin Keeay CHARTER Director	3-24-2023 Date
Chad Choate III, Chair	Date	Witness	3/24/23 Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND MANATEE SCHOOL FOR ARTS AND SCIENCES

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **MANATEE SCHOOL FOR ARTS AND SCIENCES** hereafter referred to as the CHARTER SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

- ☑ Breakfast
- ☑ Lunch
- ☐ Snack
- ☑ Pick Up
- ☐ Delivery ($550 charge per month)

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e., lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT agrees to deliver the adequate amount of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT and CHARTER SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing.

10. The DISTRICT will follow the menu providing complete meals for the children.

II. The CHARTER SCHOOL Agrees:

1. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT. Daily rosters of students served meals must be submitted to the DISTRICT daily, no later than 1:30 PM. Originals must be delivered to the DISTRICT on a weekly basis.

2. The CHARTER SCHOOL shall telephone an accurate lunch count to the school within the DISTRICT providing the food service by 9:00 AM each day. The CHARTER SCHOOL shall notify the school within the DISTRICT of any increase or decrease in the number of meals ordered no later than 10:00 AM each day. The DISTRICT agrees to provide the adequate amount of unitized meals to meet the requirements for the number of meals ordered.

3. The CHARTER SCHOOL will be responsible for payment of adult meals. Any unclaimed meals will be charged at the adult price. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. The CHARTER SCHOOL agrees to pay the district, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Meals will be charged in accordance with 2023-2024 district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CHARTER SCHOOL monthly FEFP disbursement.

4. The CHARTER SCHOOL agrees to transport the meals from the preparation site to the delivery site. Meals shall be ready for pick up by 10:45 AM. The meals shall be transported in containers that maintain safe temperatures and prevent contamination. The meals will be picked up from the school within the DISTRICT providing meal service.

5. The CHARTER SCHOOL agrees to provide and maintain equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The district agrees to maintain any equipment the district has provided for use by the CHARTER SCHOOL. The District reserves the right to remove such equipment upon 30 days written notice and/or default in payment to the District. **Equipment used for food and supplies for National School Lunch programs must not be used for storage of other foods and must have a secure locking system.**

6. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

7. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. The CONTRACT SCHOOL agrees to sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms will be submitted to the DISTRICT on a daily basis.

9. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CHARTER SCHOOL agrees to pay the district for lost reimbursement.

10. The CHARTER SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

11. The CHARTER SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

12. The CHARTER SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

13. **The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents. The CHARTER SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CHARTER SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

14. The School District of Manatee County and State of Florida requires all contractors/subcontractors to comply with the Jessica Lunsford Act (JLA), which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with The School Board of Manatee County required to go on school grounds when students are present, must comply with

the requirements of the law and agree to indemnify and hold harmless The School Board of Manatee County for any claims made against The School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be access at: http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend, indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused these five (5) pages contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**MANATEE SCHOOL FOR ARTS AND SCIENCES**	
Cynthia Saunders, Superintendent	Date	CHARTER Director	3.20.23 Date
Chad Choate III, Chair	Date	Witness	Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND OASIS CHARTER SCHOOL

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **OASIS CHARTER SCHOOL, INC** hereafter referred to as the CHARTER SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)
- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT agrees to deliver the adequate amount of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT and CHARTER SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments

6. The DISTRICT will clean and sanitize all transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced price meal benefits.

10. The DISTRICT will follow the menu providing complete meals for the children.

II. The CHARTER SCHOOL Agrees:

1. The CHARTER SCHOOL shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT. Daily rosters of students served meals must be submitted to the DISTRICT school site daily, no later than 1:30 PM. Originals must be delivered to the DISTRICT school site on a weekly basis.

2. The CHARTER SCHOOL shall telephone an accurate meal and snack count to the school within the DISTRICT providing the food service by 9:00 AM each day. The CHARTER SCHOOL shall notify the school within the DISTRICT of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day. The DISTRICT agrees to provide the adequate amount of unitized meals to meet the requirements for the number of meals ordered.

3. The CHARTER SCHOOL will be responsible for payment of adult meals ordered. Any unclaimed meals will be charged at the adult price. The DISTRICT will provide detailed accounting of meals claimed for reimbursement and money owed from the CHARTER SCHOOL for adult meals monthly. The CHARTER SCHOOL agrees to pay the district, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Meals will be charged in accordance with 2023-2024 district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CHARTER SCHOOL monthly FEFP disbursement.

4. The CHARTER SCHOOL agrees to transport the meals from the preparation site to the delivery site, meals shall be ready for pick up by 11:30 AM. The meals shall be transported in containers that maintain safe temperatures and prevent contamination. The meals will be picked up from the School within the District providing meal service.

5. The CHARTER SCHOOL agrees to provide and maintain equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The district agrees to maintain any equipment the district has provided for use by the CHARTER SCHOOL. The District reserves the right to remove such equipment upon 30 days written notice and/or default in payment to the District. **Equipment used for food and supplies for National School Lunch programs must not be used for storage of other foods and must have a secure locking system.**

6. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen. The DISTRICT shall provide serving and portioning instructions to the servers.

7. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. The CHARTER SCHOOL agrees to sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms will be submitted to the DISTRICT on a daily basis.

9. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CHARTER SCHOOL agrees to pay the district for lost reimbursement.

10. The CHARTER SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

11. The CHARTER SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

12. The CHARTER SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

13. **The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents. The CHARTER SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CHARTER SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend, indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**OASIS CHARTER SCHOOL**	
Cynthia Saunders, Superintendent	Date	Edna J. Bailey CHARTER Director	3-27-23 Date
Chad Choate III, Chair	Date	Witness	Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND PACE CENTER FOR GIRLS

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **PACE CENTER FOR GIRLS** hereafter referred to as the CONTRACT SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)
- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized ty the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will follow the menu providing complete meals for the children.

II. The CONTRACT SCHOOL Agrees:

1. The CONTRACT SCHOOL shall telephone an accurate meal and snack count to the school within the DISTRICT providing the food service by 9:00 AM each day. The CONTRACT SCHOOL shall notify the school within the DISTRICT of any increase or decrease in the number of meals and snacks ordered no later than 10:15 AM each day. Adequate servings shall be provided for the number of meals and snacks ordered.

2. The CONTRACT SCHOOL will be responsible for payment of **all** meals ordered. Meals will be charged in accordance with 2023-2024 district adult meal prices. The snack charge will be $1.00 per snack meal. Prices are set in May of the pervious school year to be in compliance with the requirements set in the National School Lunch Program Regulations at 7 CFR 210.14(e). The CONTRACT SCHOOL will be notified by May 19, 2023 of a price increase if the DISTRICT is required to raise prices. The number of meals billed will be based on the number of meals signed for when picked up from the providing school. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CONTRACT SCHOOL monthly FEFP disbursement.

3. The CONTRACT SCHOOL agrees to transport the meals from the preparation site to the delivery site, breakfast meals shall be ready for pick up at 7:30 AM and lunch meals shall be ready for pick up at 10:45 AM. The meals shall be transported in containers that maintain safe temperatures and prevent contamination. The meals will be picked up from the School within the District providing meal service.

4. The CONTRACT SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

5. The CONTRACT SCHOOL agrees to sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms will be submitted to the DISTRICT on a daily basis.

6. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits.

7. The CONTRACT SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

8. The CONTRACT SCHOOL will be responsible for maintaining the documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT, Director, Food and Nutrition Services, forty-five (45) days prior to the review. There may be an additional charge for requested support.

9. **The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents. The CONTRACT SCHOOL nurse of their design must meet with the Cafeteria Manager that serves the CONTRACT SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend, indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this four (4) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY

Cynthia Saunders, Superintendent ____ Date

Chad Choate III, Chair ____ Date

Approved As To Form

Mitchell Teitelbaum, General Counsel ____ Date

PACE CENTER FOR GIRLS

CONTRACT Director 4-10-23 Date

Witness 4.10.23 Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND PALMETTO CHARTER SCHOOL

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **PALMETTO CHARTER SCHOOL** hereafter referred to as the CHARTER SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT. The DISTRICT agrees to provide a staff person for breakfast and lunch, to assist in delivery and set up, stay at the site and operate the point of sale software, and basic clean up at the end of meal service.

11. The DISTRICT agrees to deliver the adequate amount of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed up by the DISTRICT and CHARTER SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as PBJ, salad entrees, and deli sandwiches available. The district will follow the menu, providing complete meals for the children.

13. The DISTRICT agrees to provide a point of sale computer, applicable software and to maintain the computer and all district supplied equipment necessary.

II. The CHARTER SCHOOL Agrees:

1. The CHARTER SCHOOL agrees to pay the district $16,000.00 over and above the costs indicated in Section II.2 below. The cost can be paid in one payment of $16,000.00 at the beginning of the current school year or can be divided into 10 equal payments of $1600/month. For the funds, the DISTRICT agrees to provide transport of food, a cashier for breakfast and a cashier for lunch. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Meals will be charged in accordance with 2023-2024 district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CHARTER SCHOOL monthly FEFP disbursement.

2. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced price student meals and adult meals, monthly. The CHARTER SCHOOL agrees to pay the district, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year.

3. Meals will be delivered to the CHARTER SCHOOL based on estimated participation in sufficient quantities to serve all students who want to participate in the meal.

4. The CHARTER SCHOOL agrees to provide and maintain equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The district agrees to maintain any equipment the district has provided for use by the CHARTER SCHOOL. The District reserves the right to remove such equipment upon 30 days written notice and/or default in payment to the District. **Equipment used for food and supplies for National School Lunch programs must not be used for storage of other foods and must have a secure locking system.**

5. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, help in loading and unloading the food, equipment and supplies from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

6. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

7. The CHARTER SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

8. The CHARTER SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

9. The CHARTER SCHOOL agrees the DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CHARTER SCHOOL agrees to pay the district for lost reimbursement.

10. The CHARTER SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

11. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

12. **The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents. The CHARTER SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CHARTER SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**PALMETTO CHARTER SCHOOL**	
Cynthia Saunders, Superintendent	Date	CHARTER Director	Date
Chad Choate III, Chair	Date	Witness	Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND ST. JOSEPH CATHOLIC SCHOOL

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **ST. JOSEPH CATHOLIC SCHOOL** hereafter referred to as the CONTRACT SITE for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CONTRACT SITE with the LUNCH meal indicated below, Monday through Friday on days when the DISTRICT schools are in session.

☐ Breakfast	☐ Pick Up
☒ Lunch	☐ Delivery ($550 charge per month)
☐ Snack	

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SITE, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT agrees to deliver the adequate amount of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT and CONTRACT SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SITE shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will follow the menu providing complete meals for the children.

II. The CONTRACT SITE Agrees:

1. The CONTRACT SITE shall telephone an accurate meal and snack count to the school within the DISTRICT providing the food service by 8:30 AM each day. The CONTRACT SITE shall notify the school within the DISTRICT of any increase or decrease in the number of meals and snacks ordered no later than 9:00 AM each day. The DISTRICT agrees to provide the adequate amount of unitized meals to meet the requirements for the number of meals ordered.

2. The CONTRACT SITE will be responsible for payment of **all** meals and snacks ordered. Meals will be charged in accordance with 2023-2024 district adult meal prices. The snack charge will be $1.00 per snack meal. Prices are set in May of the pervious school year to be in compliance with the requirements set in the National School Lunch Program Regulations at 7 CFR 210.14(e). The CONTRACT SITE will be notified by May 19, 2023 of a price increase if the DISTRICT is required to raise prices. The number of meals billed will be based on the number of meals signed for when picked up from the providing school. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CONTRACT SITE monthly FEFP disbursement.

3. If the CONTRACT SITE agrees to transport the meals from the preparation site to the delivery site, meals shall be ready for pick up by 10:15 AM. The meals shall be transported in containers that maintain safe temperatures and prevent contamination. The meals will be picked up from the School within the District providing meal service.

4. If the CONTRACT SITE selects the DISTRICT to deliver the meals from the preparation site to the delivery site for the number of meals ordered, meals will be delivered by 10:15 AM unless other delivery arrangements are agreed upon by the DISTRICT and CONTRACT SITE. Delivery charge of $500 per month will apply.

5. The CONTRACT SITE agrees to sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms will be submitted to the DISTRICT on a daily basis.

6. The CONTRACT SITE agrees to maintain documentation for review by the DISTRICT. Documentation includes the Contract Meal Count Form and Daily Delivery Slip. Forms will be turned into the DISTRICT on a daily basis.

7. The CONTRACT SITE may monitor the DISTRICT food service operation through periodic on-site visits.

8. The CONTRACT SITE agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

9. The CONTRACT SITE will be responsible for maintaining the documentation and preparation necessary for any administrative reviews conducted by state agencies. Requests for additional support must be sent to the DISTRICT, Director, Food and Nutrition Services, forty-five (45) days prior to the review. There may be an additional charge for requested support.

10. **The CONTRACT SITE will be responsible for collecting allergy and special diet information from parents. The CONTRACT SITE nurse of their designation must meet with the Cafeteria Manager that serves the CONTRACT SITE monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CONTRACT SITE shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

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

furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this four (4) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**ST. JOSEPH CATHOLIC SCHOOL**	
Cynthia Saunders, Superintendent	Date	Debra Sabate CONTRACT Director	3/22/23 Date
Chad Choate III, Chair	Date	Carol Pabon Witness Business Manager	3/22/23 Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA AND DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA** hereafter referred to as the CHARTER SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [x] Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT. The DISTRICT agrees to provide a staff person for breakfast, lunch, and snack to assist in delivery and set up, stay at the site and operate the point of sale software, and basic clean up at the end of meal service.

11. The DISTRICT agrees to deliver the adequate amount of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed up by the DISTRICT and CHARTER SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as PBJ, salad entrees, and deli sandwiches available. The district will follow the menu, providing complete meals for the children.

13. The DISTRICT agrees to provide a point of sale computer, applicable software and to maintain the computer and all district supplied equipment necessary.

II. The CHARTER SCHOOL Agrees:

1. The CHARTER SCHOOL agrees to pay the district $16,000.00 over and above the costs indicated in Section II.2 below. The cost can be paid in one payment of $16,000.00 at the beginning of the current school year or can be divided into 10 equal payments of $1600/month. For the funds, the DISTRICT agrees to provide transport of food, a cashier for breakfast, lunch, and snack. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Meals will be charged in accordance with 2023-2024 district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CHARTER SCHOOL monthly FEFP disbursement.

2. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced price student meals and adult meals, monthly. The CHARTER SCHOOL agrees to pay the district, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year.

3. Meals will be delivered to the CHARTER SCHOOL based on estimated participation in sufficient quantities to serve all students who want to participate in the meal.

4. The CHARTER SCHOOL agrees to provide and maintain equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The district agrees to maintain any equipment the district has provided for use by the CHARTER SCHOOL. The District reserves the right to remove such equipment upon 30 days written notice and/or default in payment to the District. **Equipment used for food and supplies for National School Lunch programs must not be used for storage of other foods and must have a secure locking system.**

5. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, help in loading and unloading the food, equipment and supplies from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

6. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

7. The CHARTER SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

8. The CHARTER SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

9. The CHARTER SCHOOL agrees the DISTRICT will conduct on site reviews of meal accountability procedures semi-annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CHARTER SCHOOL agrees to pay the district for lost reimbursement.

10. The CHARTER SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

11. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

12. **The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents. The CHARTER SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CHARTER SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

IV. The parties acknowledge and agree that each party is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

V. To the other extent permitted by Section 768.28, Florida Statutes, each party shall indemnify and hold harmless the other from and against any claims, liability, demands, expenses, proceedings, legal actions, attorney's fees, court costs, and other fees arising from or out of the negligence of its respective officers, faculty, staff and employees, or agents or their successors and assigns. Nothing contained in the foregoing shall be construed as a waiver of either party's Sovereign Immunity under Federal or Florida Law. Both parties to this Agreement are institutions of the State of Florida, and their "self-insurance" limitations are provided for by law. Sponsor and School are provided with comprehensive general liability insurance with the limits of Two Hundred Thousand Dollars and Zero Cents ($200,000.00) per person. Three Hundred Thousand Dollars and Zero Cents ($300,000.00) per occurrence, pursuant to the terms and limitations of Florida Statutes, Section 768.28, Chapter 284, Part II.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY

Cynthia Saunders, Superintendent — Date

Chad Choate III, Chair — Date

DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA

Dr. Todd Fritch, Exec. V.P. & Provost — Date 3/24/23

Witness — Date 3/24/23

Approved As To Form

Mitchell Teitelbaum, General Counsel — Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND STEP UP SUNCOAST, INC., HEAD START

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **STEP UP SUNCOAST INC., HEAD START** hereafter referred to as the CONTRACT SCHOOL for the 2023-2024 school year. This contract will apply to the **HEAD START** programs at any school based sites. Final list of locations must be provided by August 1, 2023.

I. The District Agrees:

1. The DISTRICT agrees to provide the CONTRACT SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

☒ Breakfast
☒ Lunch

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CONTRACT SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

4. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

5. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CONTRACT SCHOOL shall notify the DISTRICT of any such special dietary needs.

6. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced price meal benefits.

7. The DISTRICT agrees to prepare meals served. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT by a daily roster of students served meals.

8. The DISTRICT will provide the CONTRACT SCHOOL with a monthly menu. The district will follow the menu, providing complete meals for the children.

9. The DISTRICT agrees to deliver the adequate amount of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT and CONTRACT SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal.

10. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

11. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

II. The CONTRACT School Agrees:

1. The CONTRACT SCHOOL will be responsible for payment of any adult meals distributed. The DISTRICT will provide detailed accounting of money owed from the CONTRACT SCHOOL adult meals. Meals will be charged in accordance with 2023-2024 adult district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CONTRACT SCHOOL monthly FEFP disbursement.

2. The CONTRACT SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

3. The CONTRACT SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CONTRACT SCHOOL agrees to pay the district for lost reimbursement.

4. The CONTRACT SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

5. The CONTRACT SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

6. The CONTRACT SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

7. **The CONTRACT SCHOOL will be responsible for collecting allergy and special diet information from parents. The CONTRACT SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CONTRACT SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CONTRACT SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30-day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this four (4) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		STEP UP SUNCOAST, INC., HEAD START	
Cynthia Saunders, Superintendent	Date	CONTRACT Director	3/6/23 Date
Chad Choate III, Chair	Date	Kathy Patrcha Witness	3623 Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND VISIBLE MEN ACADEMY

2023-2024 SCHOOL YEAR

This contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY** hereafter referred to as the DISTRICT and **VISIBLE MEN ACADEMY** hereafter referred to as the CHARTER SCHOOL for the 2023-2024 school year.

I. The District Agrees:

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT schools are in session.

(Please select all that apply)

- [x] Breakfast
- [x] Lunch
- [ ] Snack

2. All meals will be planned and prepared according to the relevant DISTRICT Child Nutrition Program regulations (i.e. lunches and after school snacks, 7 CFR Part 210; breakfasts, 7 CFR Part 220; Special Milk, 7 CFR Part 215). All meals will meet the requirements as specified in the aforementioned regulations.

3. No payment will be made for meals that are spoiled or unwholesome at the time of delivery, that do not meet the Child Nutrition Program requirements or that do not otherwise meet the requirements of this contract.

4. The DISTRICT agrees that documentation records will be available, for a period of five (5) years from the date of final payment under the contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT agrees to deliver the adequate amount of unitized meals to meet the requirements for the number of meals ordered, unless other arrangements are agreed upon by the DISTRICT and CHARTER SCHOOL. All food remaining will be returned to the DISTRICT for use or disposal. The DISTRICT will provide disposable containers, silverware and appropriate condiments

6. The DISTRICT agrees to provide the transport containers. The containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions in reimbursable meals as specified by a recognized medical authority for individual participating children whom are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. All meal benefit applications must be completed and forwarded to the DISTRICT for processing. Only students who have approved applications on file can be granted free or reduced price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services, Food and Nutrition Management and the DISTRICT. The DISTRICT agrees to provide a staff person for breakfast and lunch, to assist in delivery and set up, stay at the site and operate the point of sale software, and basic clean up at the end of meal service.

11. The DISTRICT will follow the menu providing complete meals for the children.

12. The DISTRICT agrees to provide a point of sale computer, applicable software and to maintain the computer and all district supplied equipment necessary.

II. The CHARTER SCHOOL Agrees:

1. The CHARTER SCHOOL agrees to pay the district $7,500.00 over and above the costs indicated in Section II.2 below. The cost can be paid in one payment of $7,500.00 at the beginning of the current school year or can be divided into 10 equal payments of $750.00 /month. For the funds, the DISTRICT agrees to provide transport of food, a cashier for breakfast and a cashier for lunch. Payments due the DISTRICT must be made within 30 days of receipt of the monthly invoice. Meals will be charged in accordance with 2023-2024 district meal prices. Any outstanding payment that is past due more than ninety (90) days will result in services being discontinued. At ninety (90) days past due, other collection actions will be initiated and/or the amount due will be deducted from the CHARTER SCHOOL monthly FEFP disbursement.

2. The CHARTER SCHOOL will be responsible for payment of adult meals ordered. Any unclaimed meals will be charged at the adult price. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for adult meals monthly. The CHARTER SCHOOL agrees to pay the district, all outstanding account charges, incurred for meals and will be billed one time at the end of the current school year.

3. The CHARTER SCHOOL shall telephone an accurate meal and snack count to the school within the DISTRICT providing the food service by 9:00 AM each day. The CHARTER SCHOOL shall notify the school within the DISTRICT of any increase or decrease in the number of meals and snacks ordered no later than 10:00 AM each day. The DISTRICT agrees to provide the adequate amount of unitized meals to meet the requirements for the number of meals ordered.

4. The CHARTER SCHOOL agrees to provide and maintain equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The district agrees to maintain any equipment the district has provided for use by the CHARTER SCHOOL. The District reserves the right to remove such equipment upon 30 days written notice and/or default in payment to the District. **Equipment used for food and supplies for National School Lunch programs must not be used for storage of other foods and must have a secure locking system.**

5. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, help in loading and unloading the food, equipment and supplies from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal. The DISTRICT shall provide serving and portioning instructions to the servers.

6. The CHARTER SCHOOL agrees to maintain applicable health certification and food safety training for its employees. The DISTRICT shall maintain food service license for any facility in which meals are prepared and food safety training for employees at the preparation site.

7. The CHARTER SCHOOL agrees to sign the Contract Meal Count Form and Daily Delivery Slip upon meal delivery. Forms will be submitted to the DISTRICT on a daily basis.

8. The CHARTER SCHOOL may monitor the DISTRICT food service operation through periodic on-site visits. The DISTRICT will conduct on site reviews of meal accountability procedures annually, but more frequently if the process is in question. Should meal accountability not meet the DISTRICT requirements, the CHARTER SCHOOL agrees to pay the district for lost reimbursement.

9. The CHARTER SCHOOL agrees the DISTRICT reserves the right to discontinue services if the accountability procedures are not being followed and implemented.

10. The CHARTER SCHOOL agrees to comply with all Federal and State Laws, Regulations and Florida Department of Education guidelines.

11. The CHARTER SCHOOL agrees to abide by Manatee County District Wellness Policy 8510 (attached) as related to the operation of Food and Nutrition Services Program.

12. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

13. **The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents. The CHARTER SCHOOL nurse of their designation must meet with the Cafeteria Manager that serves the CHARTER SCHOOL monthly to communicate and update special diet information. Any requests for a food substitution will only be granted if accompanied by a note from a Health Care Provider.**

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

III. With the exception of payment obligations for prior performance under this agreement, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

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

V. The contracting party with the Manatee County School Board agrees to defend, indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with The Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows The School Board of Manatee County, the election to immediately terminate the agreement.

VI. This contract will become effective August 10, 2023 and terminate May 24, 2024 or the last day of meal service provided by the District.

VII. This contract may be terminated, by either party, by mutual agreement between parties or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this five (5) page contract to be executed by their undersigned officials as duly authorized.

SCHOOL BOARD OF MANATEE COUNTY		**VISIBLE MEN ACADEMY**	
Cynthia Saunders, Superintendent	Date	CHARTER Director	03/8/23 Date
Chad Choate III, Chair	Date	Witness	3.9.23 Date

Approved As To Form

Mitchell Teitelbaum, General Counsel Date

AGENDA ITEM NO. 11.28

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - New Science Building - Change Order 3 - Agreement Between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, Reduction in the Amount of $285,942.54

Executive Summary
The purpose of this requested action is to approve Change Order 3 to the Agreement between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, which will reduce the Guaranteed Maximum Price (GMP) for materials purchased under the Direct Materials Purchase Program to save sales tax.

Southeast High School - New Science Building Summary Sheet is attached for reference.

This project requires an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Southeast High School - New Science Building - Change Order 3 - Agreement Between Owner and P.J. Hayes, Inc. d.b.a. Tandem Construction, reduction in the amount of $285,942.54.

Financial Impact
The amount of Change Order 3 is ($285,942.54). The revised Guaranteed Maximum Price is $12,007,814.27 and is included in the total project budget of $16,743,311.90. This project is in the Capital Budget and is funded by Sales Tax and Local Capital Improvement.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
SHS New Science Building - Change Order 3
SHS New Science Bldg - Project Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Southeast High School New Science Building
1200 37th Ave East
Bradenton, FL 34208

TO: (Contractor):
P.J. Hayes, Inc. dba
Tandem Construction
5391 Lakewood Ranch Blvd. N
Suite 200
Sarasota, FL 34240

CHANGE ORDER NUMBER: 3

CHANGE ORDER DATE: 3/1/2023

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 10/25/2022

You are directed to make the following changes in this Contract:

DMP Materials - Concrete - Cemex	PO00087721	$	(137,500.00)
DMP Materials - Rebar - Stuart Building Products	PO00087537	$	(61,817.86)
DMP Materials - Masonry - Titan Block	PO00087536	$	(50,000.00)
DMP Materials - Electrical Gear - CED	PO00087719	$	(13,702.60)
DMP Materials - Electrical Isimet - CED	PO00087720	$	(59,695.65)
DMP Materials - Electrical Fixtures - Graybar	PO00087724	$	(198,143.46)
DMP Materials - Electrical Misc. Material - Graybar	PO00087725	$	(57,041.29)
DMP Materials - Electrical Low Voltage - ACSI	PO00087718	$	(158,547.81)
DMP Materials - Electrical Sccess Control - CFC	PO00087723	$	(25,817.62)
DMP Materials - Electrical Fire Alarm - CES	PO00087722	$	(26,843.66)
DMP Materials - Alum. Doors/Frames - Kawneer	PO00087726	$	(35,051.00)
DMP Materials - Glass/Glazing - Tecnoglass	PO00089041	$	(18,520.62)
DMP Materials - Concrete Pipe - County Materials	PO00089043	$	(16,320.00)
DMP Materials - Structures - Atlantic	PO00089042	$	(12,151.00)
DMP Materials - Storm Drainage - Ferguson	PO00089040	$	(70,528.11)
DMP Materials - HVAC - Trane	PO00089046	$	(10,630.00)
Total of Summary		$	(952,310.68)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(Guaranteed Maximum Price) was.....	$	13,246,067.49
Net Changes by previously authorized Change Orders and/or Amendments.....	$	(285,942.54)
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$	12,960,124.95
The ~~(Contract Sum)~~(Guaranteed Maximum Price) will be decreased by this Change Order.....	$	(952,310.68)
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be.....	$	12,007,814.27
The Contract time will be ~~(increased)~~(decreased)~~(unchanged)~~ by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		November 10, 2023

Rowe Architects, Inc.	P.J. Hayes, Inc. dba Tandem Construc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
100 Madison Street, Suite 200	5391 Lakewood Ranch Blvd. N #200	1 Matzke Way
Tampa, FL 33602	Sarasota, FL 34240	Bradenton, FL 34208
By: Angela M Hendershot	By: Jodi Dressig 2023.03.08 15:44:45-05'00'	By:
Date: 03.26.2023	Date:	Date:

Southeast High School - New Science Building

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Rowe Architects	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	P.J. Hayes, Inc., d.b.a.Tandem Construction	Selected through the Request for Qualifications process
BUILDING OFFICIAL:		

PROJECT BUDGET:	$16,743,311.90	Revised Total Project Budget
	$13,229,500.00	Original Project Budget (02/22/22)

HISTORY: Southeast High School was originally constructed in 1958, and underwent its last major renovations in 1997. The facility has 37 permanent structures located on 51 Acres at 1200 37th Avenue East, Bradenton, and currently serves 1,711 Students. The Science/Art Lab Building was built in 1985, is obselete and requires replacement.

SCOPE: The scope of work consists of the construction of a new two-story building to be centrally located on the Southeast High School campus which is proposed to house eleven (11) classrooms/labs. The proposed program will include eight (8) Science Classrooms/Labs, one (1) Computer Lab, Two (2) Art Labs, and related ancillary-support spaces. The project will be constructed on an occupied campus and will include demolition of existing structures and phased in a manner to insure student and staff safety.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	1,058,360.00	March 8, 2022	Approved	Architectural/Engineering Services
TOTAL	$1,058,360.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	38,431.70	March 8, 2022	Approved	Pre-Construction Services
Amendment 1:	705,879.38	June 14, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 1
Amendment 2:	338,267.22	October 25, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 2
Amendment 3:	12,163,489.19	November 8, 2022	Approved	Guaranteed Maximum Price - Amendment 3
Change Order 1 & 2:	(285,942.54)	February 14, 2023	Approved	Deduct Direct Material Purchases & Sales Tax Savings
Change Order 3:	(952,310.68)	May 9, 2023	Pending	Deduct Direct Material Purchases
TOTAL	12,007,814.27			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	23,704.00	June 3, 2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$23,704.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Conceptional Study	19,926.00	September 15, 2021	Not Required	Currently on the District's Continuing Contracts List
Asbestos Survey	3,875.00	April 4, 2022	Not Required	Currently on the District's Continuing Contracts List
Mech. Elec. Comm. Serv	25,000.00	May 02,2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$28,875.00			

AGENDA ITEM NO. 11.29

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Sole Source to Purchase Precision Concrete Cutting, SDMC No. 24-0015-MR, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

Executive Summary
Precision horizontal cutting of concrete to remediate tripping hazardous district-wide.

The requested approval is for the period of July 1, 2023, through June 30, 2024. Expenditures for the new contract period are expected to be in line with current year spend.

Historical expenditures are as follows:

- Fiscal Year to Date 2022-2023: $60,000.00
- Fiscal Year 2021-2022: $65,000.00
- Fiscal Year 2020-2021: $64,508.75

State Board Rule 6A-1.045 states, “Single source purchases are purchases of commodities or contractual services available only from a single source. Pursuant to Section 287.057(5)(c), F.S., such purchases are excepted from the competitive solicitation process.”

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as-needed basis throughout the contract period.

The supplier is Precision Sidewalk Safety Corp, Ocala, FL, Florida Document No. P06000101332.

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

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

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

Recommendation
The Superintendent recommends approval of Sole Source to purchase precision concrete cutting, SDMC No. 24-0015-MR, continued procurement with vendor, estimated in the amount of $100,000.00.

Financial Impact
The funding source for these annually estimated expenditures is Local Capital Improvement and is included in Maintenance, Operations & Central Distribution Warehouse Department's proposed budget for 2023-2024.

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

Attachments:
Precision Cutting Contract for Services
2024 Contract Pricing

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Budgeted FUNDS (Budgeted, Federal, Grant, Internal) — Maintenance and Operations (Name of School/Department) — PO# N/A

- ○ $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ○ $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ◉ $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 30 day of March , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Precision Sidewalk safety Corporation. (Vendor).

VENDOR:

Business Name: Precision Sidewalk Safety Corporation Vendor No. %3060
Representative: Wendy MacMurray Position: CEO
Address: 1202 SW 17 Street, #201-122
City: Ocala State: Fl Zip: 34471
Phone: 877-799-6783x 503 Email: wendy@precisionsidewalksafety.com
SDMC Employee: Yes: (____) No: (____) Former: (x___) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}
Horizontal concrete cutting to remediate tripping hazards district wide.

And shall be performed at the following location(s): _____
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $_____, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $_____per unit where the unit of measure is See SDMC 24-0015MR.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line 9512.37023.74010.468201.30001.3951200100.3951200402

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

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

Relationship of Parties:

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

Indemnification:

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

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

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

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

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

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

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

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

Custodian of Public Records:

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

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

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

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

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

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

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

Employment Eligibility Verification ("E-VERIFY"):

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

Page/6689

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

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

PRECISION SIDEWALK SAFETY
Trip Hazard Removal Specialists

SIDEWALK TRIP HAZARD REMOVAL

Price Proposal

April 7, 2023

School District of Manatee County • Bradenton, FL

- Ms. Melody Ryan, Buyer, Purchasing

CONTRACT QUOTE			
ITEM	**DESCRIPTION**	**UNIT PRICE**	**TOTAL COST**
1	Deliver inch-feet units (project quantity determined by the School District of Manatee County) of sidewalk trip hazard repairs that PSSC can make. Identify, measure, mark, repair and clean up trip hazards measuring ¼" to 2" high using a slope of 1:12. Repairs to be completed in the order directed by the Maintenance and Operations Department. School District of Manatee County does not require an estimate in advance.	$46.50	

NOTES

1. Inch-feet is a measure of the average height (in 8ths of an inch) multiplied by the width of each hazard (in feet).
2. Price per inch-foot, based on sole source contracting, is $46.50 for a 1:12 slope without prior estimate, $51 if an estimate is required in advance.
3. Each proposal provides a price which will not be exceeded given the scope of work specified. Once on site, PSSC may not complete a repair(s) because; 1. a hazard's actual measurement at the time of repair exceeds approved customer specifications, and/or 2. in the crew leader's judgement, our repair attempt would cause further damage to the concrete slab or be insufficient to satisfactorily remove the existing hazard and/or mitigate its potential liability. Such excluded hazards, if any, will be left "as found" and will require customer's alternative remedy. PSSC repairs only those uneven sidewalks specifically requested by you, our customer, and therefore makes no guarantee that the property is free of uneven sidewalk hazards or other trip hazards. After the project is completed, new trip hazards will occur or reoccur due to tree roots, water, settling, and other natural and man-made causes outside of PSSC's control. Upon completion of the project, PSSC is not liable for any related claims, losses, or damages. PSSC will not be held responsible for cracks or defects in poured concrete that may exist due to materials or methods used by original installer.
4. Work will not commence until a purchase order is received by PSSC.

TOTAL	

THE INFORMATION IN THIS PROPOSAL IS CONFIDENTIAL

It is to be used only by the intended recipient and Precision Sidewalk Safety Corp in evaluating the project.
Any copying or unauthorized disclosure of this information is prohibited.

AGENDA ITEM NO. 11.30

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Use of the School Board of Sarasota County Bid on Moving Services for Relocatable Building, SDMC No. 23-0115-MR, Continued Procurement with Vendor, Estimated in the Amount of $450,000.00

Executive Summary
The District is requesting approval to use the School Board of Sarasota County bid #23-0137 for moving services for relocatable building. Portable buildings owned by the School District are moved from within the district as needed to provide additional instructional, office, or storage space.

The requested contract is for the period of May 9, 2023, through April 4, 2024. This bid is for a period of one year with the option to renew for two additional 1-year periods. Expenditures for the new contract period are expected to be in line with current year spend.

Vendors agreed to extend the pricing to the School District Manatee County under the same terms and conditions as the School Board of Sarasota County bid. Copies of the proposal specifications and pricing are on file in the purchasing department.

Historical expenditures are as follows:

- 2021-2022: $50,576.16
- YTD 2022-2023 $359,709.38

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s).

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

School Board of Sarasota County awarded their bid to:

- R.E. Johnsons and Sons Inc., Parrish, FL, Florida Document No. 219081.

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

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

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

Recommendation
The Superintendent recommends approval of the use of the School Board of Sarasota County bid on moving services for relocatable building, SDMC No. 23-0115-MR, continued procurement with vendor, estimated in the amount of $450,000.00.

Financial Impact
The funding source for this annually estimated expenditure is Portable CW and is included in Maintenance, Operations & Central Distribution Warehouse Department's approved budget for 2022-2023 and the proposed budget for 2023-2024.

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

Attachments:
Moving Srvs Relocatable Bldgs 23-0137
Moving Srvc Relocatable Bldgs #23-0137 Tabulation
RE JOHNSON Contract

This document has been prepared with Adobe Acrobat Pro DC 2019. If you have an older version of Acrobat and experience difficulty reading the downloaded document, you may need to download a current version from Adobe.com.

The School Board of Sarasota County is transitioning to a new procurement portal in partnership with Bonfire Interactive. Registration is easy and free. Please visit https://sarasotacountyschools.bonfirehub.com to register with Bonfire and receive notifications of business opportunities and submit bids and proposals to SBSC digitally.

Proposals should be submitted electronically and must be submitted on or before the Bid Due Date at https://sarasotacountyschools.bonfirehub.com. Proposals will **not** be accepted by email or facsimile. During the transition to Bonfire as our sole platform for electronic solicitations sealed solicitations will continue to be received in the Purchasing Office of the Materials Management Department on or before the Bid Due Date. Beginning on April 1, 2023 SBSC will no longer accept paper submittals. The Bidder will be solely responsible for submittal of their bid and related documents through https://sarasotacountyschools.bonfirehub.com and if not familiar with the upload process must allow adequate time to upload the submittal no later than the time and date specified in the solicitation or subsequent addenda.

The School Board of Sarasota County will continue to partner with VendorLink, during this transition. VendorLink allows vendors to view and download solicitations at no cost, provides electronic registration at https://www.myvendorlink.com/common/register.aspx, and provides automatic notification of solicitation opportunities. All proposers will be required to register with basic information about their business to select specific commodity codes for the goods and service they provide.

Please Note:
From time to time, addenda may be issued to this solicitation. Any such addenda will be posted at https://sarasotacountyschools.bonfirehub.com and www.myvendorlink.com

If you obtain our solicitation documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit https://sarasotacountyschools.bonfirehub.com or the VendorLink website to open and download the documents. The district will not be responsible if you fail to receive any and all addendums if you obtain the original documents from another source.

Bonfire Technical Support. Vendors have access to the Bonfire Support website at https://vendorsupport.gobonfire.com/hc/en-us. A Support ticket request can also be submitted, if necessary, at https://support.gobonfire.com/hc/en-us/requests/new.

Additional resources to help with setup in **Bonfire**:

- Vendor Registration/Submission Video
- Vendor Registration
- Creating and Uploading a Submission

VendorLink Technical Support. The Bidder must contact VendorLink technical support, via email at support@evendorlink.com if technical difficulties arise during electronic submission of the bid. SBSC shall not be responsible for delays caused in any occurrence.

When submitting a Bid electronically acceptable file formats for upload are Microsoft Excel, Adobe Portable Document (.pdf), or .ZIP file formats and printing must be enabled on all files submitted.

Written questions regarding **MOVING SERVICES FOR RELOCATABLE BUILDINGS – BID #23-0137** are due prior to **2:00 p.m. EST on FEBRUARY 16, 2023.** Written questions must be submitted through Bonfire, or by e-mail to:

Maria L. Hernandez-Ron, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Fax: 941-486-2188
Email: Maria.Hernandez-Ron@sarasotacountyschools.net

Following School Board action we will provide all respondents with the tabulation and award documents via email.

NOTICE TO PROPOSERS

DELIVERY OF OVERNIGHT PACKAGES DOES NOT ALWAYS OCCUR TO:

THE SCHOOL BOARD OF SARASOTA COUNTY
OSPREY, FLORIDA, 34229

Your solicitation will not be considered if not received prior to stated solicitation opening date and time.

Please cut along the borderline and attach this "Sealed Solicitation" label to the outside of your solicitation response package.

SEALED SOLICITATION - D O N O T O P E N---SEALED SOLICITATION - D O N O T O P E N

From: _____

Address: _____

_____

Deliver To: Purchasing Office
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, Florida 34229

TITLE: MOVING SERVICES FOR RELOCATABLE BUILDINGS – BID #23-0137

SOLICITATION TO BE OPENED ON: MARCH 2, 2023 AT: 2:00 P.M. EST

SEALED SOLICITATION - D O N O T O P E N---SEALED SOLICITATION - D O N O T O P E N

MATERIALS MANAGEMENT
PURCHASING DEPARTMENT
101 Old Venice Road, Osprey, FL 34229
941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

INVITATION TO BID

ISSUE DATE: February 9, 2023

SOLICITATION TITLE: Moving Services for Relocatable Buildings – Bid #23-0137

SUBMITTALS MUST BE RECEIVED AND TIME STAMPED PRIOR TO: March 2, 2023 at 2:00 p.m. EST

CONFIDENTIAL SOLICITATION: Confidential solicitations will be received electronically via our Bonfire Portal or VendorLink until the date and time as indicated above. Solicitations will be opened and recorded. All offerors and the general public are invited to attend. It is the sole responsibility of the offeror to ensure that their submittal has been uploaded successfully via Bonfire or VendorLink before the closing date and hour as shown above. Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of the contract. Solicitations received after the scheduled time for opening will not be considered. The bidder is responsible for allowing adequate time to upload their submittal. If technical difficulties arise during submission of the bid response, it is the bidder's responsibility to contact Bonfire technical support https://vendorsupport.gobonfire.com/hc/en-us or VendorLink technical support support@evendorlink.com. The School Board of Sarasota County, Florida shall not be responsible for delays caused in any occurrence. Submittals sent by mail (after March 31, 2023), facsimile, electronic mail, telephone or any other means not specified will not be accepted. Acceptable file formats for upload are Microsoft Excel (.xls or .xlsx), .pdf or .ZIP file formats. Printing must be enabled on all files submitted.

SEALED SOLICITATION: Sealed solicitations will be received in the Purchasing Office of the Materials Management Department until the date and time as indicated above. Effective April 1, 2023 SBSC will no longer accept paper submittals

POSTING: Recommended awards will be posted at the Purchasing Office and on the School District website: www.sarasotacountyschools.net/departments/purchasing, on Bonfire, and VendorLink on or about: March 28, 2023.

BOARD ACTION DATE: Results will be presented for Board action at 1960 Landings Boulevard, Sarasota, Florida, at 3:00 p.m. EST on: April 4, 2023.

Chapter 120 Florida Statutes: Recommended awards will be posted for review by interested parties at the location where submittals were opened and remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by School Board Rule 7.701, within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Copies of this procedure are available from the Materials Management Department.

Please indicate in the space provided whether or not your company meets the drug-free workplace certification. This information is required to determine tie procedures as outlined in the ITB specifications.

_____ **Does** meet drug-free workplace certification.
_____ **Does not** meet the drug-free workplace certification.

Prices are firm for re-orders for 12 months after award of ITB.
DELIVERY OR COMPLETION _____ calendar days after receipt of purchase order.

CERTIFICATION

The proposer hereby agrees that he/she read and thoroughly understands the terms, conditions and specifications as contained in this solicitation, and further, the items of material, or services offered meet the required minimum specifications, to provide the services and/or items, at the prices proposed, pursuant to the requirements of this document. By signing, "I have read, understand, and agree to all terms and conditions herein and as proposed."

Company Name	Address
Proposer's Printed Name	City
Proposer's Signature	State Zip
Title	Telephone
Date	Fax
Federal I.D. Number	Email

INVITATION TO BID

This solicitation, General Conditions, Instructions to Offerors, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this solicitation and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this solicitation to secure submittals for services as listed herein for the School Board of Sarasota County, Florida, hereinafter called the School Board. Services shall be provided by the approved offeror, hereinafter called the Contractor.

CONTRACT TERMS:

a. A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.
b. Contractors providing service under this contract assure the School Board that they are conforming to and otherwise complying with the following, as applicable:
    1. The Civil Rights Act of 1964, as amended.
    2. Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
    3. Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
    4. Executive Order 11738.
    5. EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.'
    6. Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
    7. Energy Policy and Conservation Act, 42 U.S.C. 6201.
    8. Energy Efficiency 34 CFR 80.36 (I)(13)
    9. Funding Agreement (Rights to Inventions) 37 CFR Part 401.
    10. Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
    11. State Agency and School Food Authority Responsibilities 7 CFR Part 210.21 (f)(i)
    12. Money and Finance Section 1352, Title 31 U.S.
    13. Equal Employment Opportunity, 41 CFR Part 60.
    14. Political Activity 5 U.S.C. Part 2 Ch. 15 & Part 3 Ch. 73-3.
    15. Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
    16. Contract Work Hours and Safety Standards Act, 40 USC 3701-3708 as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.
    17. Prohibition on Contracting for Covered Telecommunications Equipment or Services, section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law No. 115-232, 2 CFR 200.216.
    18. Domestic Preferences for Procurements: As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
c. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.
d. The Contractor shall retain all books, records and other documents relative to this contract for five years after final payment. The School Board, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

CONTRACT DURATION: The duration of a contract resulting from this solicitation shall be for a period indicated in specifications with the option to renew for two additional one-year periods based on mutual agreement of both parties, unless otherwise specified.

CONTRACT DEFAULT: In the event the Contractor fails to enter into a contract with the School Board on the basis of the submittal, such action shall constitute a default of this agreement. Further default may be declared by the School Board if the Contractor violates the terms of the submitted document in any manner. Upon default of this agreement and/or any agreement resulting from this agreement, the School Board shall be entitled to pursue all remedies available at law and/or in equity, including, but not limited to, the recovery of damages equaling the difference of the submitted price and the price the School Board

subsequently pays to secure performance from other sources. Damages may be assessed and deducted against any funds due and owing to the Contractor.

In the event any litigation occurs between the parties as a result of the contract, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs for any such action.

At the discretion of the School Board, any Contractor found in default of this agreement and/or any agreement resulting from this agreement, shall be removed from the Contractor list for a period of up to three (3) years from the date of said default. Default under this agreement and/or any other agreement(s) in which the School Board has contracted with the Contractor, may also, at the discretion of the School Board, result in termination of any other such agreement(s).

EXTENSION OF CONTRACT: Prior to the expiration of any contract resulting from a successful submittal, the School Board, at its discretion, may require an extension of said contract for a period, which shall not exceed the original termination date by more than 90 days. The price in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

TERMINATION OF CONTRACT: This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Materials Management or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of these terms. The Contractor shall have a period of time, as determined by the School Board, to remedy any noncompliance to offered terms and specifications. The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board. The School Board delegates the authority to terminate the contract to the Superintendent or designee. At the discretion of the School Board, the Contractor may be removed from future solicitation opportunities for a period up to three (3) years.

PUBLIC ENTITY CRIMES: Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list."

The Offeror certifies, by submission and signature of this solicitation, that neither the offeror, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

FEDERAL DEBARMENT CERTIFICATION: Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

a. The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

LOBBYING: Contractors are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this solicitation. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract. Any Contractor or any individuals that lobby on behalf of the Contractor during the time specified will result in rejection or disqualification of said solicitation.

BYRD ANTI-LOBBYING AMENDMENT: Contractors that apply or propose for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose

any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES: In accordance with Section 287.135 of the Florida Statutes, "A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more." This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Section 215.473 defines a company, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Sections 215.4725 and 215.473 and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. Any respondent awarded a Contract as a result of this solicitation shall be required to recertify at each renewal of the Contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Cuba or Syria or has not been complicit in the genocidal campaign in Darfur. The School Board may terminate any Contract resulting from this solicitation if respondent or a related entity as defined above is found to have submitted a false certification or been placed on one of the aforementioned lists.

FLORIDA PREFERENCE: Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from bidders having a principal place of business outside the State of Florida. If applicable, all bidders must complete and submit the Bidder's Statement of Principal Place of Business form with the response to this solicitation. Failure to comply shall render a bid non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

THE U.S. DEPARTMENT OF AGRICULTURE'S "BUY AMERICAN" PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals served under the programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, **substantially** using agriculture commodities that are produced in the United States.

The word "substantially" is defined as over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

MINORITY, SMALL, AND WOMEN OWNED BUSINESSES: Sarasota Schools encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority-owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

BACKGROUND SCREENING: As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if any Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors **will have access to school grounds when students are present, have direct contact with students, or have access to control of school funds,** such personnel are required to be screened at Level 2, to include fingerprints, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. By responding to this solicitation, you agree to abide by all Sarasota County School Board policies and procedures regarding The Jessica Lunsford Act. There is a fingerprinting fee associated with these procedures. Refer to the School Board website www.sarasotacountyschools.net, Jessica Lunsford Act. This website is updated as policies and procedures are put in place.

POSSESSION/USE/UNDER THE INFLUENCE OF MIND-ALTERING SUBSTANCES: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractors' employees/independent Contractors or its Subcontractors' employees/independent Contractors will not be tolerated on School Board property. If any employee/independent Contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School Board property, said

employee/independent contractor shall be removed and terminated from the project by the Contractor. If a Subcontractor fails to terminate said employee/independent Contractor, the Contractor shall terminate its agreement with the Subcontractor for the project. If the Contractor fails to terminate said employee/independent Contractor or fails to terminate the agreement with the Subcontractor who fails to terminate said employee/independent Contractor, this Contract may be terminated by the School Board.

DISCRIMINATION: Any entity or affiliate who has been placed on the Florida State's discriminatory offeror list may not submit an offer on a contract to provide goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit an offer on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

SAFETY DATA SHEET: The manufacturer, importer, or distributor of a toxic substance will provide a safety data sheet with his/her offer.

SAFETY PRECAUTIONS: The Contractor shall be responsible for the provision of adequate and proper safety precautions for the workmen and all persons in or around the work area.

OCCUPATIONAL SAFETY HAZARDS ACT REQUIREMENTS: The offeror certifies that all material, equipment, etc., contained in this offer meets all Occupational Safety Hazards Act (OSHA) requirements. The offeror further certifies that, if he/she is the successful Contractor, and the material, equipment, etc., delivered is subsequently found to be in non-compliance with any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with aforementioned requirements shall be borne by the Contractor. Failure of the Contractor to bring any and all material, equipment, etc., contained in a particular offer, in conformity with all OSHA requirements, shall constitute default under this agreement.

PERSONAL INJURY AND PROPERTY DAMAGE: The Contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

PURCHASE ORDER AGREEMENT: This solicitation, offer, and the purchase orders issued hereunder constitute the entire agreement between the School Board and the Contractor awarded the solicitation. No modification of this solicitation shall be binding on the School Board or the offerors unless mutually agreed upon in writing by the parties. A minimum of 30 days must be allowed after School Board approval to receive a purchase order if awarded the solicitation.

PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the Contractor(s), purchases may be made under this solicitation by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

SUBMISSION AND RECEIPT OF SOLICITATIONS:

a. Unless otherwise specified, offerors must use the form(s) furnished by the School Board. Failure to do so may cause the submittal to be rejected.
b. Original solicitations shall include all required attachments and requested documentation.
c. Submittals shall be typewritten or completed in ink.
d. Erasures are not acceptable on submittals. If changes are necessary, strike out or draw a line through the incorrect price and write the correct price above. **The offeror must initial all changes**.
e. Submittals must be signed in ink by an officer or employee having the authority to bind the company or firm.
f. The School Board will receive sealed submittals until the date and time indicated on the solicitation cover. Submittals must be delivered to the Purchasing Office at the stated address and will be opened at the stated time. The outside of all submittals must be clearly marked with the solicitation name and opening date. Submittals received in unidentifiable envelopes are sent at the offeror's risk. Submittals received after the date and time of the solicitation opening will be date stamped and returned to the offeror at their expense**. It will be the offerors' responsibility to get the submittal to the correct location on time.**
g. For purposes of evaluation, the offeror must indicate any variances from specifications. If variations are not stated in the submittal, it will be assumed that the product or service fully complies with the specifications.
h. Conflict of interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All offerors must disclose with their submittal the name of any officer, director or agent who is also an employee of the School Board.

SUBMITTAL OF A SOLICITATION: The submittal of a solicitation shall constitute an irrevocable offer to contract with the School Board in accordance with the terms of said solicitation. The offer may not be withdrawn or altered until or unless rejected or not accepted by the School Board except as provided below. Accuracy of all prices and statements contained in the submittal is the

responsibility of the offeror, and no change or cancellation thereof may be made. The Director of Materials Management or designee reserves the right to ask the offeror for clarification. In addition, purchasing staff will review the line-by-line prices. Accuracy of additions and extensions, brands and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the solicitation. School officials who find any errors in calculations will make adjustments and corrections. Offerors shall normally be held to their submittal but in the event of an error or if an obvious omission is discovered in the submitted document, offerors may request in writing the opportunity to withdraw their submittal. Offerors shall include in their written request sufficient evidence to document that the error or omission was unintentional. Actual original copies of working papers, calculations, etc., may be required at the Director of Materials Management's discretion to support such a request.

QUANTITIES SPECIFIED: The School Board reserves the right to increase or decrease the quantity of any and all items offered, as it deems appropriate. The unit price shall remain as accepted at award.

PRICES:
a. Prices shall be for the period stated in the "General Specifications" or as otherwise stated in the "Certification."
b. Prices should be stated in units of quantity specified in the solicitation specifications.
c. In case of discrepancy in computing the amount of the submittal, the unit price offered will prevail. Any requirement by the offeror that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for offered prices, may result in disqualification of the solicitation. Likewise, expiration dates or other constraints, which are in conflict with solicitation requirements, will result in disqualification.

TRADE-NAMED ITEMS: When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The district reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, the Director of Materials Management. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicitated, awarded and ordered are prohibited except as may be approved by the Director of Materials Management.

SOLICITATION REJECTION: The School Board reserves the right to reject any and all submittals or parts thereof, and to request re-submission. The School Board further reserves the right to accept an offer other than the lowest offer, which in all other respects complies with the solicitation and the submitted document, provided that, in the sole judgment and discretion of the School Board, the item offered at the higher offered price has additional value or function, including, but not limited to: life cycle costing, product performance, quality of workmanship, or suitability for a particular purpose. Delivery dates, availability of item, or other such values or functions, may justify a difference in the price paid. All submittals shall be evaluated on all factors involved, including the foregoing price, quality, delivery schedules and the like. Purchase orders or contracts shall be awarded to the responsive and responsible offeror whose submittal is determined to be advantageous to the School Board, taking into consideration the factors set forth above and all other factors set forth in the solicitation as "lowest or lowest and best offer".

SOLICITATION CHANGES AFTER CLOSING TIME: Submittals may not be changed after the solicitation closing time. The exception would be if there was a misinterpretation of the unit for which the solicitation was requested. In which case, no dollar amount change would be allowed, and only a clarification as to the unit the offer represents will be considered. This must be done in writing 24 hours after notification to the offeror from the Director of Materials Management.

ACCEPTANCE OF SOLICITATION: The School Board shall be the sole judge as to the acceptability of any and all submittals and the terms and conditions thereof, without qualifications or explanation to offerors. In case of any difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

INDEMNITY: By submitting an offer, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the vendor in the performance of its responsibilities pursuant to this solicitation. It is expressly acknowledged that the Contractor is an independent Contractor and, as such, has no authority to act for or on behalf of the Board, or to bind the Board to any contract or in any other manner.

COMPLIANCE WITH REGULATIONS: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. The Contractor shall have in their possession all applicable insurance, permits, licenses, etc., that may be required

by federal, state, or county law to furnish services under the scope of this contract. The Contractor must not be in violation of any zoning or other ordinances in the performance of this contract.

TIE ON UNIT PRICE OR SUBMITTAL: Should there be a tie on either the unit price (if awarded on a per item basis), sections of the solicitation (i.e.: building contracts, or solicitations awarded by section) or the whole solicitation ("all or none" solicitations or service solicitations), the deadlock will be decided upon using the following order:

a. Companies who certify they are a drug-free workplace.
b. Companies located in Sarasota County, Florida.
c. Companies located in Florida.
d. The company receiving the larger dollar award on other items within the solicitation.
e. All else being equal, a coin toss will be made to decide the award.

This does not preclude the possibility of splitting an order if it is in the best interest of the School Board.

ACCURACY OF SOLICITATION DOCUMENTS: Each offeror shall examine all requests for solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification or additional information pertaining to the solicitation or award shall be made, in writing, to the School Board of Sarasota County Purchasing Office. The School Board of Sarasota County shall not be responsible for oral interpretations given by a School Board employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this solicitation, a good faith attempt will be made to deliver a copy of each to all prospective offerors who picked up forms or were sent a solicitation. However, prior to submitting the offer, it shall be the sole responsibility of each offeror to contact the Purchasing Office at (941) 486-2183 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the solicitation.

TERMS AND CONDITIONS: No additional terms and conditions included with the submittal shall be evaluated or considered. All such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely through intent, design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this solicitation and the offeror's authorized signature affixed to the certification page attests to this.

REFERENCES: Should the School Board elect to check the offeror's references; the offeror agrees to provide the name(s) and address(s) of its current and previous customers. **The offeror agrees to provide references from customers other than the School Board of Sarasota County.**

EVALUATION OF SOLICITATION(S) FOR AWARD: The evaluation committee may use the following criteria in making a recommendation for award to the School Board:

cost	past experience	equality
quality/workmanship	meets specifications	Contractor's past performance
compatibility/matching	delivery	service capability
standardization	installation	

AWARD: The School Board reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any offer, to reject any and all offers in whole or in part with or without cause, and/or to accept offers that in its judgment will be the best low offer meeting specifications and school needs and be in the best interest of the School Board. The School Board further reserves the right to make awards on a multiple, lump sum, or individual item basis or in any manner the School Board deems appropriate.

The School Board further reserves the right to be the final judge of what is considered equal and hold the solicitation open for a 90-day period if award is not made on the date specified.

If submitting an offer other than brand specified, EACH ITEM MUST BE ACCOMPANIED BY A BROCHURE GIVING A COMPLETE DESCRIPTION OF THE ITEM ON WHICH YOU ARE SUBMITTING AN OFFER TO CLEARLY REPRESENT THE QUALITY, STYLE, AND CONSTRUCTION. EACH BROCHURE SHOULD BE IDENTIFIED BY THE NAME OF THE OFFEROR.

VENUE: The laws of the State of Florida shall govern this contract. Venue shall be in Sarasota County, Florida and the sole and exclusive jurisdiction to resolve any disputes arising under the contract shall be in the county or circuit court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

PURCHASES DURING TERM OF SOLICITATION: The School Board reserves the right to make purchases of items on this solicitation from a Florida State solicitation, contract, or agreement or other public entity purchasing solicitations, contracts, or agreements during the term of this solicitation.

DELIVERY:
a. All deliveries will be F.O.B. Destination freight prepaid (freight fully paid by Contractor) to indicated destinations (schools or departments) within Sarasota County, Florida.
b. Time of delivery is an important consideration in making the award and must be adhered to.
c. The School Board reserves the right to cancel any orders, or any part thereof without obligation if delivery is not made within the time specified. Any deliveries made after a cancellation of order(s) may be returned at the Contractor's expense.

LOCAL GOVERNMENT PROMPT PAYMENT ACT: The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act.

PURCHASING CARD: The School Board is currently utilizing Purchasing Cards in some cases to procure materials and services or for payment under this solicitation. The Offeror, by submitting an offer, agrees to accept this manner of payment and may not add additional handling charges or service fees if purchases are made with the School Board Purchasing Card(s).

QUALITY: All offered items must be new. Further, all offered items must be equal to or exceed specifications required herein. The manufacturer's standard guarantee shall apply. During the guarantee period, the Contractor must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the School Board. The Contractor further warrants that the item(s) and or services provided are fit, and otherwise conforming, for the purpose(s) intended by the School Board.

INSPECTION, IDENTIFICATION AND ACCEPTANCE:
a. Inspection and acceptance will be at FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the buyer.
b. The Contractor shall file with the carrier all claims for breakage, imperfections and other losses.
c. All material being delivered shall be marked legibly, in a conspicuous location, with the following information: Purchase Order Number, Model Number, Quantity, Vendor's Name and/or Trademark.
d. If the material and/or services supplied to the School Board is found to be defective or does not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

LIABILITY INSURANCE: Where Contractors are required to enter or go on to School Board property to deliver materials or perform work or services as a result of an award, the proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. All Contractors must comply with the insurance requirements as provided in the solicitation documents.

SOLICITATION/PURCHASE ORDER DENIAL: The Contractor certifies that it, or any affiliate obligated to perform under this agreement, is not in arrears for any obligations to the district, county, state or federal government or that otherwise may be deemed irresponsible or unreliable by the Director of Materials Management.

WAREHOUSE DELIVERY HOURS: Delivery is called for only between the hours of 7:30 A.M. and completed by 3:00 P.M. Monday through Friday, excluding Sarasota County School Board holidays.

CONDITION OF PRODUCTS: Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. Offers on "used", "remanufactured" or "reconditioned" equipment or "blems" or "seconds" will not be considered unless specifically requested. Products delivered shall be in the manufacturer's original carton.

REJECTED ITEMS: Delivered items that do not fulfill all requirements will be rejected. Rejected items shall be removed and replaced promptly by the Contractor at no cost to the School Board.

SITE INSPECTION: The School Board reserves the right, prior to award of any contract or solicitation, to inspect the prospective Contractor's facility and place of business.

AUDIT PROCEDURES: Invoices submitted by the Contractor shall be in sufficient detail for a proper pre-audit and post-audit thereof. The School Board reserves the right to audit prices of items and/or services provided.

SAMPLES:
a. Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the offeror's expense. All samples will be disposed of after 30 days and offerors shall be responsible for the removal of all such samples furnished within 30 days after the opening of the solicitation. Each individual sample must be labeled with the

offeror's name and item number. Failure of the offeror to either deliver required samples or to clearly identify samples may be reason for rejection of the solicitation.

b. Unless otherwise indicated, samples should be delivered to the Purchasing Office.
c. When required, the School Board may request full demonstration of any unit(s) offered prior to the award of any contract.

TAXES: The School Board of Sarasota County, Florida, does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption numbers on the face of the Purchase Order. This exemption does not apply to purchases of tangible personal property made by Contractors who use the tangible property in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

FISCAL NON-FUNDING CLAUSE: In the event sufficient budgeted funds are not available, the Purchasing Office shall notify the Contractor of such occurrence and the contract shall terminate without penalty or expense to the School Board.

LINE ITEM INFORMATION: The information called for on the item must be on the line with the item. When omitting an offer on an item, please insert the words: **No Quotation, No Bid, No Proposal or N/B** to eliminate any confusion about the item(s) being offered.

NON-COLLUSION: By submission of the offer, the offeror certifies that the submittal has arrived independently and submitted without collusion with any other Contractor, and that the contents of the submittal have not been communicated by the offeror, nor by any one of its employees or agents, to any person not an employee or agent of the offeror or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the solicitation.

Unless otherwise required by law, the prices which have been offered in this solicitation have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of this advertised solicitation directly or indirectly to any other offeror or to any competitor; and

No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

KICKBACKS: Any Contractor giving or offering to any employee and/or official of the School Board, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

VARIANCE IN CONDITION: Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

PUBLIC RECORDS: Florida law provides that municipal records shall at all times be open for personal inspection by any person (Public Records Law, Section 119.01, Florida Statutes). Information and materials received by the School Board in connection with a solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after solicitation opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Offeror believes any of the information contained in his or her response is exempt from the Public Records Law, then the Offeror must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The School Board's determination of whether an exemption applies shall be final, and the Offeror agrees to defend, indemnify, and hold harmless the School Board and its officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the School Board's treatment of records as public records. Trade secrets are governed by Florida Statute Chapters 688 and 812. For the purchase of services, the Offeror shall also comply with the following requirements of the Florida Public Records Law including: a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service; b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Offeror upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

For questions regarding the Contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountyschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.

DISCLAIMER: Employees or representatives of the School Board act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.

STATE PURCHASING AGREEMENTS: Prior to the release of this solicitation, under Florida Statute 287.056, a review of State of Florida purchasing agreements and contracts was conducted to determine if their use would be economically advantageous to the District for the subject of this solicitation.

DISCOUNTS, REBATES & CREDITS: For Food Service solicitations, all goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA's (School Food Authority) nonprofit food service account.

PROHIBITION OF GRATUITIES: By submission of an offer, a contractor certifies that no employee of the School Board has or shall benefit financially or materially from such solicitation or subsequent contract. Any contract issued as a result of this solicitation may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL: If the offeror considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the offeror must also simultaneously provide the SBSC with a separate redacted copy of its response. The redacted copy shall contain the SBSC's solicitation name, number, and the name of the offeror on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the SBSC at the same time offeror submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

a. Offeror shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, offeror shall protect, defend and indemnify the SBSC for any and all claims from or relating to offerors determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
b. If the offeror fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by offeror in response to a public records request for these records.

E-VERIFY

A. As of January 1, 2021, pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
B. Subcontractors
   (i) As of January 1, 2021, Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
   (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
   (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
C. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).



Tracy Brizendine, Director
Materials Management

INSURANCE REQUIREMENTS

Contractor's Liability Insurance

The insurance required shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under and in conformance to the following sections:

1. "In consideration of $10.00 and other good and valuable considerations, the Contractor agrees to indemnify and save harmless the owner from all suits and actions and all costs and damage to the person or property of another resulting from the performance of the work, or by any Subcontractor to anyone directly or indirectly employed by either of them. The limit of the liability shall be the limits of liability as stated in the liability insurance policies covering this contract.

2. Certificates of Insurance for each policy shall be transmitted to the Contractor for forwarding to the owner, and any document found to be incomplete or not according to the proper form will be returned as being unsatisfactory. Coverage cannot be canceled without thirty (30) days prior Notice to Owner.

3. The Contractor shall purchase and maintain the following minimum insurance from a company or companies properly licensed in the State of Florida and rated A-IX or better by A.M. Best Company and against which the owner will entertain no reasonable objection.

4. Workers' Compensation Insurance: The Contractor shall provide and maintain, during the life of this contract, adequate Workers' Compensation Insurance in accordance with the laws of the State of Florida for all his employees at the site of the project, and if any part of the work is sublet, the contract shall require each of the Subcontractors to maintain such insurance for all of their employees who will be so engaged, unless the Subcontractors' employees are protected by the principal Contractors' Workers' Compensation insurance. All persons employed directly and indirectly on the project site by the Contractor and his/her Subcontractors shall be adequately protected by Workers' Compensation Insurance. The Contractor shall provide employer's liability coverage as part of the Workers' Compensation Insurance with **minimum limit of $500,000.** Coverage shall be in compliance with Chapter 440, Florida Statutes.

5. Comprehensive Automobile Liability: per person/per occurrence. Coverage shall apply (to ALL VEHICLES owned, rented, or used by the Contractor including loading and unloading)) for the following limits:
   a. **Combined Single Limit $1,000,000**

6. Commercial General Liability:
   a. Bodily injury, personal injury, and property damage at **$3,000,000 per occurrence** and **$3,000,000 general aggregate**.
   b. Blanket Contractual to include comprehensive general liability, products and completed operations liability, and contractual liability.
   c. Such coverage shall include, but not limited to, liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury and contractual coverage for this agreement, including any hold harmless and/or indemnification agreement(s) and shall be provided on ISO form CG 0001 or its equivalent.
   d. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
   e. Coverage shall specifically provide that The School Board of Sarasota County Florida and its officials, agents, and employees shall be "additional insureds" under the policy using ISO Additional Insured from CG 2010 and CG2037 or the equivalent, including coverage for the Owner with respect to liability arising out of the completed operations of the Contractor.

7. Contingent Liability: The Contractor shall produce, pay for, and maintain such insurance as will protect the owner from his contingent liability for damages, for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract. Contractor shall provide Owner's and Contractor's protective liability. The limits of coverage shall be the same as the Contractor's Comprehensive General Liability. The Contractor shall furnish to the owner a letter from Contractor's insurance agent, certifying that the Contractor does carry valid Contractor's Contingent Liability Insurance.

8. Insurance certificates regarding liability coverages, as required by the Contract Documents, shall name Owner as additional insured.

INSURANCE REQUIREMENTS

Contractor's Liability Insurance (Con't)

9. Contractor and Subcontractors will be responsible for insurance on their tools and equipment.

10. Additional Insured: All policies of insurance required by the agreement, except Workers' Compensation and Professional/Error and Omissions Liability, shall specifically provide by endorsement with the Owner and its officials, agents, or employees shall be included as "additional insureds" under the policy. Such insurance shall also incorporate Severability of Interest provision. All insurance coverage provided shall apply to all the activities of the Contractor under the Contract Documents without regard for the location of such activity.

11. Primary Coverage: All insurance coverage provided by the Contractor shall be primary and non-contributory to any insurance or self-insurance program of the Owner that is applicable to the Work provided for in this Agreement.

12. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation in favor of the Owner which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

Please complete if you are either a:

☐ Small Business Enterprise, as defined by FS 288.703 (1)

Or a:

☐ Minority Business Enterprise,

Please select one or more as applicable:

- ☐ African American
- ☐ Asian American
- ☐ Woman Owned
- ☐ Hispanic American
- ☐ Native American

As defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ If not by DMS, who/self-report: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of services or work described in this IFB to a small or minority business enterprise, please provide the following information:

Subcontractor Name	Small/MBE Designation	Estimated Dollar Value of Services
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

NAME OF BIDDER	BID # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

If Bidder is not a small or minority business enterprise and/or does not intend to subcontract a portion of the services or work described in this ITB to a S/MBE, then Bidder shall not execute this form.

INTENT

It is the intent of the School Board of Sarasota County, Florida (SBSC) to establish an agreement for a period of one year during which time the successful bidder(s) shall guarantee a firm price for moving relocatable buildings within the Sarasota County School District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a mark-up will be billed at actual cost without any mark-up permitted.

DEFINITION

In this document "Contractor" refers to the successful bidder, "School Board of Sarasota County" or "SBSC", refers to the owner, and "OSHA" refers to Occupational Safety and Health Administration.

TERM OF CONTRACT

This bid is for a one-year period beginning from date of SBSC approval. The bid may be renewed, by mutual consent of both parties, for two (2) additional one-year periods adhering to the original bid terms and conditions.

TERMINATION OF AGREEMENT

This agreement may be terminated by the SBSC by giving written notice to the other party thirty (30) days in advance of intention to cancel. The SBSC reserves the right to cancel on a shorter notice if it is determined that any part of the work is not being performed properly, or if the problem is not satisfactorily resolved within three (3) days of notification. The SBSC shall only be liable for payment of services rendered prior to the effective date of termination.

SCOPE OF WORK

The Contractor shall provide all transportation, travel, labor, materials, fuel, equipment, insurance, supervision, and incidental expenses necessary to accomplish the moving and resetting of portable buildings throughout the Sarasota County School District. The Contractor shall coordinate all work through the authorized representative of the Construction Services Department. The Contractor will be responsible for moving the designated building safely, responsibly, and in a timely manner. Time constraints will be agreed upon on a per job basis.

The Contractor shall be responsible for contacting the SBSC's designated representative to inspect the relocatable buildings to become familiar with the scope and extent of this project. At a mutually convenient time, SBSC personnel will accompany the Contractor to the "from" and/or "to" site for a physical inspection. The Contractor will schedule work, coordinate the activities of work crews, and ensure that such activities minimize any disruption to the daily routine of school personnel and students. Lack of familiarity with the typical site conditions and transit path restraints shall not entitle the Contractor to claim extra compensation.

The scope of work includes, but is not necessarily limited to the following:

1. Repair any damages which occur as the result of portable moves. This includes not only damages to the portable building but also damages to other grounds, buildings, etc. Utility lines damaged shall be repaired by the Contractor at his expense. Damage to utility lines shall be immediately reported to the SBSC's representative.
2. The Contractor shall pay any and all applicable taxes.
3. The SBSC will supply F.I.S.H. drawings, the number of the portable, the location to be moved from/to, and stake-out the new location.
4. The sequence of portable moves will be determined by SBSC personnel on a priority basis.
5. At times, it may become necessary to move fences, steps, and ramps. There are line items on the bid form to remove, reinstall, and relocate ramps, stairs, and landings. No additional compensation will be paid for this work.
6. The Contractor shall remove and reuse or provide, if necessary, any and all hurricane anchors, tie downs, etc. as per new wind load requirements.,

SECURITY

Effective September 1, 2005, the Florida Legislature amended FS 1012.465 with House Bill 1877, known as the Jessica Lunsford Act. This bill places a priority on security and safe schools for students and staff. The SBSC has developed procedures for background checks in compliance with this bill. The Contractors' employees/independent Contractors or Subcontractors' employees/independent Contractors will be responsible to comply with these procedures. There is a fingerprinting fee associated with these procedures. Updated information can be found on the SBSC website, www.sarasotacountyschools.net/departments/safety. Contractors will not be allowed on SBSC property until receiving clearance and badges by the SBSC Department of Safety, Security, & Emergency Management.

IDENTIFICATION

The Contractor, Subcontractors, and their employees are required to have visible, personal identification and the vendor's company name displayed on their shirts. They will also be required to wear attire appropriate for a school environment: i.e., shirt, pants, & shoes. Clothing displaying nudity, obscene symbols, or pro-drug slogans is prohibited. **The Contractor, Subcontractors, and all employees of same must check in and out at the main office before starting work during normal school hours.** Before or after normal school hours, contact the on-site custodial staff.

DISCIPLINE

The Contractor acknowledges and understands that the job is being performed on public property owned by the SBSC, which may at various times during the completion of the job be occupied by students, teachers, parents, and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Contractor agrees to the following provisions, and also agrees that the failure to comply with any of these provisions may result in the termination of this Contract.

The Contractor shall immediately remove from the job site, for the duration of the job, any person making an inappropriate religious, racial, sexual or ethnic comment, statement or gesture toward any other individual.

The Contractor, Subcontractors, and their employees will refrain from using foul, abusive or profane language on school district property. Smoking/tobacco, firearms/weapons and illegal drugs are prohibited on school district property, including all buildings and grounds.

The Contractor shall enforce strict discipline and good order among their employees at all times. Contractor's personnel shall have absolutely no contact with students or staff, other than administrative personnel or designated representatives, with the exception of emergency situations.

No radios are allowed on the job site.

RELOCATABLE BUILDINGS

The relocatable buildings are single story and constructed of beams, floor joists, walls, and siding with windows and doors. Standard relocatable buildings are 24' x 36', but sizes may vary and be priced accordingly.

DISPATCH OF WORK/WORK SCHEDULE

Service requests will be dispatched to the Contractor through the authorized representative of the Construction Services Department.

The majority of relocatable buildings are moved during the summer months. The Contractor shall have the ability to move within three (3) working days' notice and complete the move within (2) working days.

The Contractor will receive a purchase order from the SBSC for each project before commencing work

EXECUTION OF WORK

Upon receipt of the bid acceptance and notice to proceed with the work, the Contractor shall continuously, and expediently complete work as directed.

The Contractor will notify all proper personnel before turning off any power.

The Contractor shall take all necessary precautions to protect the building's adjoining surfaces and equipment from damage incurred during operations. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by his operations on the property.

If the Contractor defaults or neglects to carry out the work with diligence and promptness, the SBSC has the right to make good such deficiencies, and cost of correcting such deficiencies will be borne by the Contractor.

All work shall conform to all existing governing authorities Codes and Regulations. The Contractor shall be approved by the affected municipalities and Florida Department of Transportation for moving structures on public right of ways. The work must be accomplished with professional methods and standards of the trade.

The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Contractor assumes full responsibility for completion of the services stipulated for moving services for relocatable buildings.

COMMERCIAL REFERENCES

The bidding company has been in business for a minimum of five (5) years must have performed verifiable work providing moving services for relocatable buildings as specified herein, within the most recent thirty-six (36) month period of time. The Contractor's representative shall be experienced in all facets of moving relocatable buildings. The bidder agrees to provide references from customers other than the School Board of Sarasota County. Three (3) commercial references of comparable scope are required (use form provided).

SBSC REPRESENTATIVE

The SBSC representative will be the district designee. All moving schedules shall be referred to:

Jane Dreger, Director
Construction Services Department
7895 Fruitville Road
Sarasota, FL 34240
Phone: 941-361-6680

USE OF SUBCONTRACTORS

The Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved in writing by the authorized representative of the Construction Services Department.

LICENSE

The Contractor shall be licensed by the State of Florida, Department of Professional Regulations, Construction Industry Licensing Board under Specialty License and shall meet all local requirements.
Proof of licensing will be made available to the SBSC upon request.

PERMITS

The Contractor shall be responsible for obtaining all state and local permits required for moving portable buildings.

REIMBURSABLE FEES

Charges by governmental agencies related to moving permits and required escorts on public roads shall be reimbursed to vendor upon proof of payment of fees. Governmental fees shall be approved by the SBSC's authorized representative prior to commencing work. Reimbursable fees shall not be included in unit prices. Copies of actual charges paid must be provided with the invoice for reimbursement.

TERMITE INSPECTION

The SBSC shall be responsible for termite inspection if required.

BUILDING PLACEMENT

The Contractor shall remove and reset support piers and level building using existing support piers complying with all existing codes.

The SBSC shall provide any additional support piers that may be required.

REDUCTION FOR RELOCATION ON SAME SITE

The relocation of buildings on the same site shall be a separate unit price bid (see Bid Form).

UTILITIES

The SBSC shall be responsible for all utility disconnects and hookups.

RESPONSIBILITY OF THE CONTRACTOR

The Contractor is responsible for any damage to buildings and property due to negligence on his part. The Contractor shall make all necessary corrections as directed by the SBSC and approved by same at no cost to the SBSC.

The Contractor is responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.

The Contractor is responsible for keeping the area/place secured and safe at all times.

The Contractor shall be responsible to safeguard all of their tools, equipment, etc., while operating on any SBSC properties.

REGULATIONS AND FINES

Contractor(s) are required to conform to all OSHA, state and local regulations and/or ordinances while performing under the terms and conditions of this contract. Any fine levied by any authority because of failure to comply with any regulation or ordinance shall be borne solely by the Contractor(s).

LIABILITY OF CONTRACTOR

The Contractor agrees to indemnify and hold free and harmless, assume liability for and defend, the SBSC and its officers, employees and agents, and the SBSC Architect/Engineer Consultant from and against any and all actions, claims, liabilities, assertions of liability losses, costs and expenses, including but not limited to attorney's fees, reasonable investigative and discovery cost, court costs, claim or claims for bodily injury or death of persons and for loss of or damage to property, in law or in equity, of every kind and nature whatsoever, or economic damages which in any matter directly or indirectly may arise or be alleged to have arisen, from any act of the Contractor or any of its employees, representatives, agents, or subcontractors while engaged in the performance of the Contractor's duties and responsibilities pursuant to this Agreement. It is expressly acknowledged that the Contractor is an independent contractor and as such, has no authority to act for or on behalf of the SBSC, or to bind the SBSC to any contract or in any other manner.

ASBESTOS

Whenever and wherever during the course of performing any work under this contract, the Contractor suspects that asbestos is present, work shall be stopped immediately, the area secured, and the SBSC shall be notified for positive identification of the suspect material. In the event the Contractor is delayed due to the discovery of suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor.

PERIODIC AND FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises all surplus and discarded materials, rubbish and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition.

The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from moving services for relocatable buildings.

The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the SBSC's property. **DO NOT USE SBSC TRASH RECEPTACLES.**

The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

INVOICES

The Contractor agrees that bills and invoices for fees or other compensation services or expenses shall cite the purchase order number, work order number, date of service, location of job, and name of person requesting the work. The invoice shall be submitted to the Accounts Payable Department, 1960 Landings Boulevard, Sarasota, Florida 34231 within ten (10) working days upon completion of the job. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought. **A copy of all applicable materials, rentals or subcontractor invoices must be included with the invoicing to the SBSC. The Contractor's invoice will also reflect a breakdown of all standard hours and non-standard hours worked.**

PAYMENT

Payment will be tendered only for services or the portion of services completed, providing the services performed are satisfactory to the SBSC. The School Board pays invoices after services and products have been received in accordance with the local government prompt payment act. Payments will not be authorized for installations that are sub-standard.

PRICING

If any other public agency wishes to purchase products and/or services utilizing this bid and negotiates a lesser price than those indicated on this bid, the lower price, including any rebates, additional services, etc., shall be extended to the SBSC. Failure to report a lesser price may disqualify the bidder.

INSURANCE

Prior to commencing work, the Contractor/Subcontractor shall acquire and maintain insurance as outlined on the INSURANCE REQUIREMENTS page within this invitation to bid. Insurance certificates regarding liability coverages, as required by the contract documents, shall name the School Board of Sarasota County as additional insured. Failure to provide valid insurance documentation may result in removal from the vendor list and/or removal of Contractor from the bid.

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

Information regarding the ability of the SBSC to secure goods and services on a "first priority" basis before, during, or after an emergency/hurricane or disaster situation is attached. Please execute form provided.

GUARANTEED QUANTITIES

No guarantee is given or implied as to the total dollar value of this bid. The SBSC is not obligated to place any order with any Contractor participating in this bid.

BID AWARD

This bid may be awarded on an all-or-none basis, by category, to multiple vendors, or whatever is in the best interest of the SBSC. It will be in the bidder's best interest to bid all line items.

A scenario will be used in the evaluation process of the bid. This scenario will be in a sealed envelope held in the Purchasing Office of the Materials Management Department, to be opened at the time and place of the bid opening.

In all cases the SBSC shall be the sole judge of what is considered equal.

EXEMPT FROM THIS BID

Purchases shall not include items available at lower prices on other public entity bid awards or State of Florida Contracts. The SBSC reserves the right to bid any item separately if deemed in the best interest of the SBSC.

WRITTEN QUESTIONS

Written questions regarding **Moving Services for Relocatable Buildings – Bid #23-0137** are due prior to **2:00 p.m. on February 16, 2023.** Written questions must be submitted through Bonfire, or by e-mail to:

Maria L. Hernandez-Ron, Buyer
Materials Management
The School Board of Sarasota County, Florida
101 Old Venice Road
Osprey, FL 34229
Fax: 941-486-2188
Email: Maria.Hernandez-Ron@sarasotacountyschools.net

ADDENDUM

If necessary, an addendum will be issued on or about February 17, 2023 and will be posted at https://sarasotacountyschools.bonfirehub.com and www.myvendorlink.com.

Bid Submittals

Executed Certification Page
Executed Conditions for Emergency/Hurricane or Disaster Form
Commercial Reference Form
Completed Bid Form

CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER

It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the municipal government, through the School Board of Sarasota County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the School Board of Sarasota County.

Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Sarasota County or other government entity as opposed to a private citizen on a first priority basis. The School Board of Sarasota County expects to pay a fair and reasonable price for all products in the event of an emergency, hurricane, or disaster. Vendor/Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

_____ I hereby understand and agree to the above statement.

_____ _____
Signature Print Name

_____ _____
Title Name of Bidding Company

Emergency Contact: _____

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

Office: _____ Fax: _____

Email: _____

_____ I cannot comply with this request.

_____ _____
Signature Print Name

_____ _____
Title Name of Bidding Company

COMMERCIAL REFERENCES

Company Name: _____

Experience: _____

Indicate below the number of years (minimum of five years) the bidding company has been in business providing moving services for relocatable buildings:

Number of months/years:

All bidders must have performed verifiable work providing moving services for relocatable buildings as specified herein, within the most recent thirty-six (36) month period of time. Three (3) commercial references of comparable scope are required. The bidder agrees to provide references from customers other than the School Board of Sarasota County.

1. Company Name: _____
   Location of Service: _____
   Dates services were provided: _____
   Type of service provided: _____
   Contact Person: _____
   Title: _____ Telephone ( )
   Email Address: _____ Fax ( )

2. Company Name: _____
   Location of Service: _____
   Dates services were provided: _____
   Type of service provided: _____
   Contact Person: _____
   Title: _____ Telephone ( )
   Email Address: _____ Fax ( )

3. Company Name: _____
   Location of Service: _____
   Dates services were provided: _____
   Type of service provided: _____
   Contact Person: _____
   Title: _____ Telephone ( )
   Email Address: _____ Fax ( )

PLEASE SUBMIT BID ON THIS FORM

The bidder shall provide all materials, labor, supervision, equipment, tools, fuel, travel, insurance, etc., to perform the work required in accordance with the contract documents for the following price. Do not include Reimbursable Fees as described in bid specifications on page 17.

	CAMPUS TO CAMPUS MOVE	Unit Price
1	Move wood portable building 24’ x 36’. Each	$_____
2	Move steel portable building 24’ x 36’. Each	$_____
3	Move miscellaneous 24' wide or narrower relocatable structures. (greater than 600 square feet in size). Each	$_____
4	Move miscellaneous 24' wide or narrower relocatable structures. (between 100 and 600 square feet in size). Each	$_____
5	Remove and reinstall stairs and landing onto relocatable building. Each	$_____
	INTRA-CAMPUS MOVE (WITHIN SAME CAMPUS)	Unit Price
6	Move wood portable building 24’ x 36’. Each	$_____
7	Move steel portable building 24’ x 36’. Each	$_____
8	Move miscellaneous 24' wide or narrower relocatable structures. (greater than 600 square feet in size). Each	$_____
9	Move miscellaneous 24' wide or narrower relocatable structures. (between 100 and 600 square feet in size). Each	$_____
10	Remove and reinstall stairs and landing onto relocatable building. Each	$_____
	MISCELLANEOUS MOVES	Unit Price
11	Install ramp, stairs and landing onto relocatable building from SBSC inventory. Each	$_____
12	Remove and relocate ramps, stairs and landing from building into SBSC inventory. Each	$_____
13	Additional hurricane tie-downs or anchors as per new wind load requirements. Each	$_____

PLEASE SUBMIT BID ON THIS FORM		
The bidder shall provide all materials, labor, supervision, equipment, tools, fuel, travel, insurance, etc., to perform the work required in accordance with the contract documents for the following price. Do not include Reimbursable Fees as described in bid specifications on page 17.		
HOURLY RATES FOR SERVICES		
14	Standard working hours (Monday - Friday 7:00 A.M. through 5:00 P.M.); hourly rate.	$_____
15	Non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate.	$_____
MATERIALS MARK-UP		
16	Materials mark-up for materials of moving services not otherwise indicated within bid specifications but that may be requested by the authorized Construction Services representative. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the supplier must be included with all billings to the SBSC for materials. **All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).**	_____% Maximum 10% mark-up
RENTAL EQUIPMENT		
17	Rental for service trucks or any equipment used in the normal day-to-day operations of moving services are not approved. This is equipment that is used on occasion, not in the regular course of moving services, with prior written approval from the authorized Construction Services representative. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. No mark-up of sales tax allowed. A copy of the rental invoice will be required to verify mark-up. Rental is for active use of equipment. Payment for inactive use will not be allowed. **All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).**	_____% Maximum 10% mark-up

BID SUBMITTALS
□Executed Certification Form
□Executed Conditions for Emergency/Hurricane or Disaster Form
□Completed Commercial Reference Form
□Completed Bid Form

Materials Management
Purchasing Department
101 Old Venice Road, Osprey, FL 34229
Phone 941-486-2183 ▪ Fax 941-486-2188
SarasotaCountySchools.net

MEMORANDUM

TO: **Members of the School Board**
Dr. Allison Foster, Superintendent
Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: **Tracy Brizendine, Director of Materials Management**

TITLE: **APPROVAL TO AWARD BID #23-0137 FOR MOVING SERVICES FOR RELOCATABLE BUILDINGS**

Bids to provide 'Moving Services for Relocatable Buildings' were received from three vendors on March 2, 2023. The bid of R.E. Johnson & Son, Inc., was the best low bid meeting the advertised specifications based on a sealed scenario. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Construction Services Department.

Requested by:
Jane Dreger

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

Posting Date: 3/28/23

Financial Impact:
Not to exceed:
$350,000.00

Recommended Motion: That the bid of R.E. Johnson & Son, Inc., for 'Moving Services for Relocatable Buildings' in an amount not to exceed $350,000.00 be approved as presented.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
Tablulation of Moving Services for Relocatable Buildings – Bid #23-0137 Opened March 2, 2023 at 2:00 PM

		Cost to provide all materials, labor, supervision, equipment, tools, fuel, travel, insurance, etc., to perform the work required in accordance with the contract documents for the following price. (Do not include Reimbursable Fees as described in bid specifications on page 17 in unit prices for moves). All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	Above All Structural	AJS Building Moving & Leveling Inc.	**R.E. Johnson & Son, Inc.**
CAMPUS TO CAMPUS MOVE					
1	1-1	Move wood portable building 24’ x 36’. Each	$16,479.00	$8,500.00	**$5,950.00**
2	1-2	Move steel portable building 24’ x 36’. Each	$16,479.00	$7,500.00	**$5,750.00**
3	1-3	Move miscellaneous 24' wide or narrower relocatable structures. (greater than 600 square feet in size). Each	$16,479.00	$6,000.00	**$10,489.50 ***
4	1-4	Move miscellaneous 24' wide or narrower relocatable structures. (between 100 and 600 square feet in size). Each	$6,879.00	$6,000.00	**$7,500.00 ***
5	1-5	Remove and reinstall stairs and landing onto relocatable building. Each	$3,379.00	$7,500.00	**$1,200.00**
INTRA-CAMPUS MOVE (WITHIN SAME CAMPUS)					
6	2-1	Move wood portable building 24’ x 36’. Each	$14,479.00	$7,500.00	**$4,950.00**
7	2-2	Move steel portable building 24’ x 36’. Each	$14,479.00	$6,500.00	**$4,950.00**
8	2-3	Move miscellaneous 24' wide or narrower relocatable structures. (greater than 600 square feet in size).	$14,479.00	$5,000.00	**$9,990.00***
9	2-4	Move miscellaneous 24' wide or narrower relocatable structures. (between 100 and 600 square feet in size).	$4,679.00	$5,000.00	**$7,200.00***
10	2-5	Remove and reinstall stairs and landing onto relocatable building. Each	$2,379.00	$2,000.00	**$1,000.00**
MISCELLANEOUS MOVES					
11	3-1	Install ramp, stairs and landing onto relocatable building from SBSC inventory. Each	$3,379.00	$3,500.00	**$1,500.00**
12	3-2	Remove and relocate ramps, stairs and landing from building into SBSC inventory. Each	$1,979.00	$2,500.00	**$1,000.00**
13	3-3	Additional hurricane tie-downs or anchors as per new wind load requirements. Each	$86.00	$500.00	**$115.00**
HOURLY RATES FOR SERVICES					
14	4-1	Standard working hours (Monday - Friday 7:00 A.M. through 5:00 P.M.); hourly rate.	$1,250.00	$250.00	**$550.00**
15	4-2	Non-standard working hours (Monday through Friday prior to 7:00 A.M. and after 5:00 P.M., and Saturday and Sunday); hourly rate.	$2,100.00	$450.00	**$800.00**

Cost to provide all materials, labor, supervision, equipment, tools, fuel, travel, insurance, etc., to perform the work required in accordance with the contract documents for the following price. (Do not include Reimbursable Fees as described in bid specifications on page 17 in unit prices for moves). All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).			Above All Structural	AJS Building Moving & Leveling Inc.	**R.E. Johnson & Son, Inc.**
MATERIALS MARK-UP					
16	5-1	Materials mark-up for materials of moving services not otherwise indicated within bid specifications but that may be requested by the authorized Construction Services representative. Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the supplier must be included with all billings to the SBSC for materials. All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	10%	10%	**10%**
RENTAL EQUIPMENT					
17	6-1	Rental for service trucks or any equipment used in the normal day-to-day operations of moving services are not approved. Rental of Equipment. This is equipment that is used on occasion, not in the regular course of moving services, with prior written approval from the authorized Construction Services representative. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. No mark-up of sales tax allowed. A copy of the rental invoice will be required to verify mark-up. Rental is for active use of equipment. Payment for inactive use will not be allowed. All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).	10%	10%	**10%**
NOTES:					**Used the highest sqft. bldg. to calculate unit price for each item. * Clarified: Item 3: $10.50 per sqft. x 999 sqft. max., Item 4: $12.50 per sqft. x 600 sqft. max., Item 8: $10.00 per sqft. x 999 sqft. max., and Item 9: $12.00 per sqft. x 600 sqft. max.**
Contact			Mark Roesch	Michael Knapp	**Kyle Johnson**
Address			13650 66th St. Largo, FL 33771	17333 Squirrel Prairie Road, Brooksville, FL 34604	**6470 Jim Davis Rd. Parrish, FL 34219**
Phone			727-430-3252	Cell: 813-610-6577 Office: 813-501-0099	**941-776-2632**
Fax					
Federal I.D.			45-2405558	92-4002748	**59-0856470**
Email			MarkR @Jmrinc.net	mknapp@ ajsccorp.com	**KPJcontracting @gmail.com**

Recorded by:David Deller Witnessed by: Maria L. Hernandez-Ron

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

PARTICIPATING AGREEMENT, SDMC No. 23-0115-MR

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and **R.E. Johnson & Sons Inc.** (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **School Board of Sarasota County** competitively procured and awarded **Moving Services for Relocatable Building No. 23-0137** and is hereto as Exhibit A, ("Solicitation"). A contract was executed **April 5, 2023** between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to portable moves pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on **May 9, 2023** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by **School Board of Sarasota County** .

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

4.4 Exhibit C, **Signage-Provide and Install tabulation.**

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

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

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

5.3 **THIRD PARTY BENEFICIARIES:** This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

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

5.5 **RELATIONSHIP OF PARTIES:** The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

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

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

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

5.7 **INDEMNIFICATION**:

To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any

and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

5.8 **CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

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

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

5.11 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contracting party with The School Board of Manatee County, will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

5.12 **STANDARDS OF CONDUCT:** The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

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

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

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

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

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

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE:**
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—

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

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

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

5.22 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

5.23 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

5.24 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

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

compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

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

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

5.32 **OTHER PROVISIONS:**

5.32.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

5.32.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

5.32.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

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

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

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

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: original Solicitation and contractors Reply
6.1.2 Exhibit B: The Authorized Contract, including exhibits and amendments as modified by Section 5 of this document.
6.1.3 Exhibit C: **Signage-Provide and Install tabulation.**

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

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

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

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

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

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

CONTRACTOR E-VERIFY NUMBER: 1680603_____

RE JOHNSON AND SONS, INC. DBA JOHNSON HOUSEMOVERS	6470 JIM DAVIS ROAD, PARRISH, FL 34219
BUSINESS/COMPANY NAME	ADDRESS
941-776-2632	KPJCONTRACTING@GMAIL.COM
PHONE	EMAIL
BRETT C. JOHNSON	PRESIDENT
TYPE OR PRINT NAME	TITLE

SIGNATURES:

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

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME: JOHNSON HOUSEMOVERS

TELEPHONE NUMBER: 941-776-2632

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
JOHNSON, KYLE		
JOHNSON, MATHEW		
ELLIS, JOHN		
HARBER, RONALD		
JOHNSON, BRETT		
WASHINGTON, SPENCER		

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.

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

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

AGENDA ITEM NO. 11.31

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content BM 5.9.2023
OOF ESOL BM 5.9.2023

OOF Content BM 5.9.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
DeCicco	Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	4/17/2023	2/6/2024
Goodhue	Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	4/17/2023	3/21/2024
Riggio	Joseph	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	Elementary Education K-6	3/21/2023	10/22/2023
James	Kaitlyn	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	2/27/2023	5/31/2023
Broom	Sara	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	2/27/2023	12/21/2023
Clark	Robert	Parrish Community High School	Tchr, VE	Visually Impaired K-12	2/22/2023	2/22/2024
Hunter	Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/15/2023	2/6/2024
Drake	Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/15/2023	2/6/2024
Fernandez	Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	2/14/2023	2/6/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	English 6-12	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Mathematics 6-12	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Middle Grades General Science 5-9	2/9/2023	2/9/2024
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	Social Science 6-12	2/9/2023	2/9/2024
Dykes	Corinne	Horizons Academy	Tchr, VE	Elementary Education K-6	2/9/2023	10/2/2023
Dykes	Corinne	Horizons Academy	Tchr, VE	Mathematics 6-12	2/9/2023	10/2/2023
Horwitz	Chad	Horizons Academy	Tchr, Dropout Prevention, HS	Middle Grades General Science 5-9	2/9/2023	10/30/2023
Byrd	Angelik	Horizons Academy	Tchr, VE	Elementary Education K-6	2/9/2023	2/9/2023
Armer	Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2023	2/8/2024
Hudson	Le' Nora	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/6/2023	5/31/2022
Braendel	Patricia	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2023	2/5/2024
Lovin	Tara	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/4/2023	2/1/2024
Disney	Jessica	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	2/3/2023	10/22/2023
Keen	Christine	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2023	5/31/2023
Nueva	Abigail	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2023	11/21/2022
Smith	Carleen	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	1/31/2023	9/22/2024
Thompson	Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/30/2023	1/9/2024
Taylor	Madison	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/30/2023	10/1/2024
Couvertier Mojica	Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	1/30/2023	5/31/2023
McNear	Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/30/2023	1/22/2024
Milhaven	James	Bashaw Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/27/2023	1/9/2024
Mihalik	Donald	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	1/24/2023	1/24/2024
Altes	Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2023	1/24/2024
Anderson	Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	1/23/2023	1/9/2023
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Elementary Education K-6	1/23/2023	11/29/2022
Franco Rengifo	Valentina	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/18/2023	1/8/2024
Giustino	Alicia	Kinnan Elementary School	Tchr, VE/SC	Elementary Education K-6	1/18/2023	1/9/2024
Ralston	Emily	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/18/2023	11/28/2023
Masterson	Teresa	McNeal Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	1/18/2023	11/28/2023
Fishman	Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	1/18/2023	5/31/2023
Narvaez	Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/18/2023	5/31/2023
Narvaez	Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/18/2023	5/31/2024
McGill	Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	1/18/2023	10/16/2023
Gundersheimer	Lee	Southeast High School	Tchr, VE	Exceptional Student Education K-12	1/18/2023	10/12/2022
Reeves	Zachary	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/17/2023	5/31/2023
Solano	Gabriella	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	1/17/2023	5/31/2023
Wolter	Timothy	King Middle School	Tchr, Technology	Engineering and Technology Education	1/13/2023	10/8/2023
Woellmer	Brittney	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	1/13/2023	10/17/2023
Anderson	Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	1/10/2023	1/10/2024
Lejarzar	Gary	Tillman Elementary School	Tchr, Fifth Grade	Elementary Education K-6	12/13/2022	10/4/2023
Miller	Craig	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/12/2022	11/28/2023
Clark	Cayla	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	12/9/2022	5/31/2023
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/8/2022	5/31/2025
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	12/8/2022	5/31/2023
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	12/8/2022	5/31/2024
Price	Kavious	Manatee High School	Tchr, VE	Exceptional Student Education K-12	12/2/2022	11/28/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	12/2/2022	5/31/2024
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	12/2/2022	5/31/2024
Howard	Joshua	Parrish Community High School	Tchr, Language Arts, HS	English 6-12	11/14/2022	5/30/2023
Fenton	Michelle	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/26/2022	10/14/2023
Sabo	Benjamin	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022	10/11/2022
Grant	Kimberly	Moody Elementary School	Tchr, Music, ES	Music K-12	10/10/2022	5/31/2023
Erhardt	Bruce	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
DiStefano	Anthony	Palm View K-8 School	Tchr, Science, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	10/8/2022	5/31/2023
Bock	Michael	Braden River High School	Tchr, Mathematics, HS	Mathematics 6-12	9/27/2022	5/31/2023
Robinson	Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2022	9/26/2023
Byrd	Angelik	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	9/19/2022	5/31/2023
Mendez	Jessica	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	9/18/2022	5/31/2023

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

Morris	Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	9/3/2021	6/30/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/1/2021	5/31/2023
Maluchnik	Theresa	Haile Middle School	Tchr, Social Studies, MS	English for Speakers of Other Languages (ESOL)	8/26/2021	8/1/2023
Marconi	Kathy	King Middle School	Tchr, VE/SC	English for Speakers of Other Languages (ESOL)	8/21/2021	5/31/2026
Keiper	Keala	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	8/21/2021	5/31/2022
Keiper	Keala	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	8/21/2021	5/31/2022
McDaniel	Lauren	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	8/21/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/18/2021	5/31/2023
Dowling	Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	8/17/2021	5/31/2022
Luther	Latece	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/13/2021	5/31/2022
Artis	Heather	Abel Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/30/2021	5/31/2022
Calcorzi	Angel	Bayshore Elementary School	Tchr, VE/SC	Elementary Education K-6	7/30/2021	5/31/2022
Greene	Caitlyn	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	3/10/2021	5/31/2021
Storm	Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	3/6/2021	2/12/2022
Kennedy	Ryan	Parrish Community High School	Tchr, VE	English 6-12	3/6/2021	2/12/2022
Westendorf	Michelle	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	2/6/2021	1/11/2022
Emerick	Hannah	Sugg Middle School	Tchr, Language Arts, MS	English 6-12	2/3/2021	1/12/2022
Neathery	Michele	Bayshore High School	Tchr, Reading, HS	English 6-12	1/21/2021	5/31/2021
Childers	Kelly	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2021	1/21/2022
Routhier	Charles	Bayshore High School	Tchr, Business Technology	Business Education 6-12	1/21/2021	5/31/2021
Hammer	Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2021	1/10/2022
Russell	Jessica	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/4/2020	10/30/2021
Siegel	Kristin	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	11/4/2020	10/19/2021
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/28/2020	10/20/2021
Miller	Akilla	Manatee High School	Tchr, Science, HS	Biology 6-12	10/27/2020	10/8/2021
Motlow-Newhall	Melanie	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/26/2020	10/8/2021
Wallace	Wayne	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/26/2020	10/8/2021
Butcher	John	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/26/2020	10/8/2021
Forero	Emily	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	10/22/2020	9/22/2021
Searls	Darvin	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/20/2020	10/8/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/8/2020	10/5/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/8/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/7/2020	10/5/2021
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/7/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/7/2020	10/5/2023
Uhlinger	Chad	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/29/2020	9/23/2021
Klaput	Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/17/2020	5/31/2021
Molchany	Megan	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	9/17/2020	5/31/2021
Muntz	Steve	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/14/2020	5/31/2022
Zachary	Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	9/13/2020	5/31/2020
Smith	Samantha	Horizons Academy	Tchr, Reading, HS	Exceptional Student Education K-12	9/13/2020	5/31/2021
Soudijn	Cheryl	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	9/13/2020	5/31/2021
Swinkels	Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	9/13/2020	5/31/2021
Cobb	Sylvia	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Aguado	Sarah	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	8/28/2020	5/31/2021
Matyasi	Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	8/27/2020	10/2/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 1	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 2	8/27/2020	5/31/2022
Reeves	Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	8/18/2020	5/31/2021
Sutton	Sierra	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	8/10/2020	5/31/2021
Martinez	Stephanie	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/7/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	8/6/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	8/6/2020	5/31/2022
Mullins	Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	8/4/2020	5/31/2021
Gibson	Joseph	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	8/3/2020	5/31/2021
Carpenter	Ashley	Harvey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	8/3/2020	5/31/2021
Galati	Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/3/2020	5/31/2021
Henry	Louis	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	8/3/2020	1/3/2021
Rosario	Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/3/2020	5/31/2021
Ngo	Jacqueline	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	7/30/2020	5/31/2021
Bomar	Brittani	Kinnan Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/28/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/23/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/23/2020	5/31/2022

Vonseggern	Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	7/21/2020	5/31/2021
Bracciano	Kathryn	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	7/20/2020	5/31/2021
Keats	Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/19/2020	5/31/2021
Vasquez	Andrea	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Mathematics 5-9	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	6/9/2020	5/31/2022
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Social Science 5-9	6/9/2020	5/31/2023
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	5/12/2020	6/10/2020
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/11/2020	2/28/2023
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	3/11/2020	2/28/2021
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	3/11/2020	2/28/2022
Goodyear	Calaina	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	3/5/2020	5/31/2020
Highley	Tamara	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	1/30/2020	2/7/2021
Van Zandt	Mary	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/21/2020	1/6/2021
Clark	Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020	1/8/2020
Strom	Cary	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	English 6-12	1/8/2020	10/7/2019
Bishop	Meghan	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	1/8/2020	10/7/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	12/12/2019	5/31/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	12/12/2019	5/31/2021
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	12/12/2019	5/31/2022
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2019	12/2/2020
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2019	12/2/2021
Munive	Daniel	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	11/12/2019	5/31/2021
Blank	Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/29/2019	10/31/2020
Paravicini	Scott	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/29/2019	10/31/2020
Mercado	Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	10/23/2019	7/13/2018
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2019	10/16/2021
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2019	10/16/2022
Ortiz	Joan	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/16/2019	10/21/2021
Corbett	Brooke	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/16/2019	10/11/2021
Mezzina	Sabrina	King Middle School	Tchr, VE	Elementary Education K-6	10/10/2019	10/1/2021
Benjoud	Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	10/9/2019	5/31/2022
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/4/2019	10/12/2019
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	8/30/2019	5/1/2020
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	8/30/2019	5/1/2021
Rogers	Kharma	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	8/9/2019	5/31/2022
Bennett	Robert	Bayshore High School	Tchr, VE	Elementary Education K-6	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	8/9/2019	5/31/2022
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 1	8/9/2019	5/31/2020
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 2	8/9/2019	5/31/2021
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 3	8/9/2019	5/31/2022
Hair	Robbin	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/8/2019	5/31/2020
Mainer	Angela	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	8/2/2019	5/1/2020
Bigler	Cynthia	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/1/2019	5/31/2019
Balsai	Gina	Samoset Elementary School	Tchr, First Grade	PreKindergarten Disabilities Endorsement	8/1/2019	5/30/2020
McIntosh	Maria	Palma Sola Elementary School	Tchr, VE/SC	Elementary Education K-6	7/15/2019	5/31/2021
Williams	Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	3/8/2019	9/5/2018
Henderson	Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	3/8/2019	9/5/2018
Yueng-Nieves	Kathryn	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	3/1/2019	10/5/2019
Martin	Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/1/2019	3/5/2020
Trefil	Elsa	Williams Elementary School	Tchr, VE	Elementary Education K-6	3/1/2019	10/12/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Earth-Space Science 6-12	2/28/2019	10/4/2022
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	English 6-12	2/28/2019	10/4/2021
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Health K-12	2/28/2019	10/4/2023
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	2/28/2019	10/4/2021
Dehetre	Kimberly	Braden River High School	Tchr, Science, HS	Earth-Space Science 6-12	2/28/2019	2/1/2020
Thill	Katherine	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/28/2019	3/2/2019
King	Christopher	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2019	10/3/2019
Garrity	Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	2/28/2019	10/15/2019
Durocher	Christy	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/28/2019	2/14/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Biology 6-12	2/28/2019	3/4/2021
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/28/2019	3/4/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Mathematics 6-12	2/28/2019	3/4/2022
Maddox	Annette	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/28/2019	2/6/2006
Dillahay	Olivia	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/28/2019	3/1/2020
Wines	Marcia	Southeast High School	Tchr, Language Arts, HS	English 6-12	1/10/2019	12/12/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2018	11/5/2019

Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2018	11/5/2020
Woughter	Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2018	10/19/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	10/17/2018	5/31/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	10/17/2018	5/31/2020
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	10/17/2018	5/31/2021
Koehlinger	Melissa	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/17/2018	10/3/2020
Turi	Amanda	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/17/2018	10/3/2019
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	10/17/2018	3/20/2019
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/17/2018	10/3/2021
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/17/2018	10/23/2020
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/17/2018	10/3/2022
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/17/2018	10/3/2020
Deppen	Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	10/4/2018	5/31/2019
Fearon	Victoria	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	9/5/2018	5/31/2019
Silva	John	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/31/2018	5/31/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Social Science 6-12	8/27/2018	5/31/2019
Rivers	Santiego	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	8/27/2018	5/31/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/20/2018	8/1/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	8/20/2018	5/30/2020
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	8/20/2018	5/30/2021
Cobb	Jennifer	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	8/20/2018	5/30/2019
Frech	Aaron	Sugg Middle School	Tchr, Social Studies, MS	Elementary Education K-6	8/14/2018	6/30/2018
Greene	Nailah	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	8/10/2018	5/31/2019
Davies	Jenna	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	8/10/2018	5/31/2019
Timmons	Brett	Southeast High School	Tchr, Other Classroom	English 6-12	6/23/2018	9/18/2020
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	6/23/2018	9/18/2018
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Social Science 6-12	6/23/2018	9/18/2019

OOF ESOL BM 5.9.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Blanco-Lopez	Aidaliz	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	4/17/2023	8/1/2024
McElroy	Jeannine	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	4/12/2023	8/1/2024
Marciniak	Danielle	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	4/12/2023	8/1/2024
Wirley	Janel	Lee Middle School	Tchr, Art, MS	ESOL End. Class 1	3/20/2023	8/1/2024
Cox	Chelsea	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2023	8/1/2024
Miller	Jessica	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/3/2023	8/1/2023
Santory	Jessica	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	3/3/2023	8/1/2024
Rochester	Eddie	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/2/2023	8/1/2024
Burton	Carolyn	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	ESOL End. Class 1	2/27/2023	8/1/2023
Chindamo	Carina	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/27/2023	8/1/2024
Patton-Roark	Bruce	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/24/2023	8/1/2024
O'Brien	Susan	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	2/10/2023	8/1/2022
Wolff	Eric	Horizons Academy	Tchr, Language Arts, HS	ESOL End. Class 1	2/9/2023	8/1/2021
Gallegos	Tiffany	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	2/9/2023	8/1/2022
Shillinglaw	Beth	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/9/2023	8/1/2024
Bartlett	Keary	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	2/9/2023	8/1/2024
Davis	Andrea	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	2/8/2023	8/1/2024
Myers	William	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/8/2023	8/1/2021
Hoyden	Melanie	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/7/2023	8/1/2024
Harvey	Chondra	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	2/7/2023	8/1/2023
Madrid	Alexis	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/7/2023	8/1/2024
Russ	Carrie	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	2/7/2023	8/1/2020
Hamilton-Smith	Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	2/7/2023	8/1/2023
Chaney	Mary	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/6/2023	8/1/2024
Evers	Robin	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	2/6/2023	8/1/2024
AVILA	ANGELITA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/5/2023	8/1/2024
Parrino	Ashley	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/5/2023	8/1/2024
Taleff	Jessica	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	2/5/2023	8/1/2024
Dykes	Lindsey	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	2/5/2023	8/1/2024
Berumen-Marquez	Blanca	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	2/4/2023	8/1/2024
Harris	Jessica	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2023	8/1/2024
Ravn	Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/4/2023	8/1/2024
Cowan	Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/4/2023	8/1/2024
Mulcahy	Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	2/3/2023	8/1/2024
Davis	Ashley	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	2/2/2023	8/1/2024
Koch	Whitney	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Hegewisch	Lindsay	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Curnutte	Carla	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	2/2/2023	8/1/2024
Nuccitelli	Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Amanfi	Kwame	Miller Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Casaclang	Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	2/1/2023	8/1/2024
Montero	Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/1/2023	8/1/2024
Batiz	JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/1/2023	8/1/2024
Toso	Claudia	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	1/31/2023	8/1/2024
Cusack	Tracey	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	1/30/2023	8/1/2024
Bratton	Kamille	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/30/2023	8/1/2022
Baranowski	Kimberly	Blackburn Elementary School	Tchr, VE	ESOL End. Class 1	1/30/2023	8/1/2017
Ketterman	Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Lane	Barbara	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	1/27/2023	8/1/2021
Schultz	Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/27/2023	8/1/2023
Thompson	Melanie	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Kerlin	Rebecca	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2023	8/1/2024
Muniz	Meghan	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/26/2023	8/1/2024
Powers	Erin	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Martin	Jaimie	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Piscopo	Louis	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/18/2023	8/1/2024
Moseley	Lauren	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Shareshian	Michael	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	1/17/2023	8/1/2024
Kleespie	Anna	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/17/2023	8/1/2024

Viverito	Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/13/2023	8/1/2024
Sullivan	Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/22/2022	8/1/2024
Kotler	Michelle	Prine Elementary School	Tchr, VE	ESOL End. Class 1	12/16/2022	8/1/2024
Facer	Rebecca	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/2/2022	8/1/2024
Carper	Sydni	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	10/7/2022	8/1/2024
Jeffcoat	Sarah	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/4/2022	8/1/2024
Blalock	Michael	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	10/4/2022	8/1/2024
Crowe	Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	9/22/2022	8/1/2024
Lopez-Pacheco	Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Riley	Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2022	8/1/2024
Hammond	Sarah	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Gilbank	Kristen	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Nelson	Jacquelyn	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Jacox	Brianna	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Pugh	Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Wolfe	Jaisa	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Case	Denise	Braden River Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	9/18/2022	8/1/2024
Moore	Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	9/18/2022	8/1/2024
Palkovich	Emily	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Blanco	Elizabeth	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Lashway	Brianna	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Charbonneau	Kimberly	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Guyre	Brendan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Wylie	Frances	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Boender	Jill	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Durham	Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Marello	Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/14/2022	8/1/2024
Kanz	Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Fields	Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Spencer	Melissa	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Ruch	Jacquelyn	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2022	8/1/2024
Furman	Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	9/7/2022	8/1/2024
Danko	Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/6/2022	8/1/2024
Prucnell	Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/6/2022	8/1/2024
McNary	Amanda	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2022	8/1/2024
Shenning	DeeAnah	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/1/2022	8/1/2024
McClintock	Lyndsie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/31/2022	8/1/2024
Wade	Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Jacox	Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Klecka	Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Van Horn	Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Boyle	Lauren	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Lenard	Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/18/2022	8/1/2021
Bellew	Vanessa	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/11/2022	8/1/2024
Cobb	Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/8/2022	8/1/2024
Dolan	Savanah	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/8/2022	8/1/2024
Deligiannis	Maria	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022	8/1/2024
Howard	Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/22/2022	8/1/2024
Li	Stephanie	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2022	1/24/2024
Guzman Colon	Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	1/25/2022	8/1/2022
Steiner-Woods	Michelle	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Smith	Gracyn	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Walters	Molli	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/19/2022	1/9/2024
Brown	Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/23/2024
Bernal	Laura	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	1/13/2022	8/1/2023
Tinl	Maleah	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/13/2022	1/10/2024
George	Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	1/10/2022	8/1/2023
Townsend	Emily	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	1/9/2022	2/20/2020
Sartori Amsberry	Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	12/15/2021	8/1/2021
Clark	Megan	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/15/2021	8/5/2019
Thornton	Joshua	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	12/8/2021	10/27/2020

Adams	Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/6/2021	8/1/2023
Kilguss	Sarah	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	12/2/2021	8/1/2023
Williams	Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	11/17/2021	8/1/2023
Peace	Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	11/9/2021	8/1/2023
Kammou	Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/3/2021	8/1/2023
Moreno-Hernandez	Diana	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	10/27/2021	8/1/2023
Vanderford	Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	10/21/2021	8/1/2023
Flesche	Kathryn	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/21/2021	8/1/2023
Buechner	Danielle	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/20/2021	8/1/2023
Light	Michelle	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	10/19/2021	8/1/2023
Olsen	Kaitlynn	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/18/2021	8/1/2023
Chanelo Rodriguez	Edith	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/15/2021	8/1/2023
Arsalai	Sadaf	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/15/2021	8/1/2023
Collado	Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/7/2021	10/4/2023
Nonova	Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/7/2021	10/4/2023
Green	Phillip	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/7/2021	10/3/2023
Walter	Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/6/2021	10/4/2023
Weems	Kristen	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/28/2021	8/1/2022
Griffon	Joy	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/27/2021	8/1/2022
Akers	Jennifer	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/21/2021	8/1/2023
Darnell	Amanda	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Messer	Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Williams	Jarrett	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Scirrotto	Ronda	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Van Dyke	Carolyn	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	9/12/2021	8/1/2023
Jordan	Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/12/2021	8/1/2023
Warren	David	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Botros	Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Tollers	Stephanie	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Martinetti	Megan	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Radaszewski	Anthony	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Byrne	Adrianna	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2021	8/1/2023
Hyde	Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	9/10/2021	8/1/2023
Anioce	Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/9/2021	8/1/2023
Kerchner	Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2021	8/1/2023
Meyer	Mary	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/7/2021	8/1/2023
Callahan	Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/3/2021	8/1/2023
LaBrake	Makenzie	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Romain	Kenicka	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Feliciano	Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/29/2021	8/1/2023
Bono	Noelle	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/27/2021	8/1/2023
Cullen	Alexis	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Farrell	Sarah	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Riffle	Jennifer	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Madigan	Patrick	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	ESOL End. Class 1	8/23/2021	8/1/2023
Montijo	Jennifer	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/23/2021	8/1/2023
Mazelin	Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Milazzo	Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/21/2021	8/1/2023
Kolomiychenko	Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/21/2021	8/1/2023
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/20/2021	8/1/2023
Sawyer	Teri	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Hogue	Kenneth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Baialardo	Sonny	Stewart Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Fidura	Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/19/2021	8/1/2023
Nobile	Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Mynatt	Jessica	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/18/2021	8/1/2023
Tobias	Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/17/2021	8/1/2023
Tympanick	Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Cole	Emily	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Crowley	Alicia	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/16/2021	8/1/2023

Beck	Karen	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/12/2021	8/1/2023
Alvarez	Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/2/2021	8/1/2023
Assha	Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	3/11/2021	8/1/2012
Douglas	Kelli	Palmetto High School	Tchr, Mathematics, HS	ESOL End. Class 1	3/10/2021	8/1/2012
Delgado Vazquez	Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	3/9/2021	8/1/2015
Anderson	Hunter	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/9/2021	8/1/2012
Barber	Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/9/2021	8/1/2023
Nelson	Stacie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/8/2021	8/1/2017
Gimmi	Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	3/6/2021	8/1/2022
Murphy	Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Lund	Ashley	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2021	8/1/2021
Williams	Bradley	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	3/2/2021	8/1/2021
Jaimes	Maria	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/1/2021	8/1/2021
Eidson	Kaehla	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/24/2021	8/1/2021
Smith	Christina	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	1/21/2021	8/1/2022
Walker	Michael	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	1/19/2021	8/1/2021
Daspit	Katie	Samoset Elementary School	Tchr, Other Classroom	ESOL End. Class 1	12/17/2020	8/1/2022
Childress	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	11/17/2020	8/1/2022
Ramon	Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/2/2020	8/1/2022
Sasso	Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/29/2020	8/1/2022
Anderson	Jessica	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	10/27/2020	8/1/2022
Bryant	Andre	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	10/23/2020	8/1/2022
Garber	Valerie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Deans	Sara	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Fairley	Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/29/2020	8/1/2022
Angstadt	Sandy	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Tackett	Laura	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Coetzee	Nicolette	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	9/18/2020	8/1/2022
Gallien	Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/14/2020	8/1/2022
Walter	Maddison	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/13/2020	8/1/2022
Thomas	Tanya	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/30/2020	8/1/2021
Perry	Sarah	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/20/2020	8/1/2023
Vicens	Sarah	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/19/2020	8/1/2022
Abend	Tristan	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/17/2020	8/1/2022
Gomes	Lisa	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/17/2020	8/1/2022
Campbell	Patricia	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/13/2020	8/1/2022
Highers	Jamie	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Jimenez	Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Collins	Jessica	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/6/2020	8/1/2022
Morales-Correa	Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/3/2020	8/1/2022
Collins	Asia	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Richardson	Madison	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/31/2020	8/1/2022
Thompson	Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	7/31/2020	8/1/2022
Austin	Taylor	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/28/2020	8/1/2022
Lavigne	Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Lubbers	Jess	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2020	8/1/2022
Page	Anita	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Walker	Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Lockhart	Megan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/19/2020	8/1/2022
Kelly	Debra	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/19/2020	8/1/2022
De Jesus	Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	6/29/2020	8/1/2019
Steiner	Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/4/2020	8/1/2021
Perez Valdez	Ruth	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	5/17/2020	8/1/2019
Lima	Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/10/2020	8/1/2017
Brooks	Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	2/6/2020	8/1/2021
DePatie	Alison	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/28/2020	8/1/2021
Heasley	Cherie	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/22/2020	8/1/2021
Haushalter	Dawn	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	1/21/2020	8/1/2021
Addair	Caressa	Palm View K-8 School	Tchr, VE	ESOL End. Class 1	1/15/2020	8/1/2021
Moore	Peggy	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/8/2020	8/1/2020
Riccio	Christine	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	11/12/2019	8/1/2021

Autrey	Stacy	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/31/2019	8/1/2021
Bickford	Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	10/30/2019	8/1/2021
Gould	Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2019	8/1/2021
Post	Kristy	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	9/9/2019	8/1/2020
Baxter	Maurice	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	9/6/2019	8/1/2012
Pawlik	Lauren	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Gibson	Dana	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/29/2019	8/1/2018
Schabel	Kaytlynn	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Mitchell	Raven	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/23/2019	8/1/2021
Rodgers	Laura	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Thomas	Katrina	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Fallgren	Regina	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/13/2019	8/1/2020
Dominguez	Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/12/2019	8/1/2021
Bagley	Katie	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/12/2019	8/1/2021
McCray	Juliette	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/7/2019	8/1/2021
Cardozo	Chelsea	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Hardin	Kerri	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/5/2019	8/1/2021
Schroeder	Claire	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Cartwright	Elizabeth	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/5/2019	8/1/2021
Vogt	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/25/2019	8/1/2021
Boswell	Courtney	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/24/2019	8/1/2017
Baker	Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Alvarado	Olga	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/22/2019	8/1/2021
Best	Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Werneke	Teresa	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Lentzke	Rose	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	7/18/2019	8/1/2021
Barringer	Jeanne	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Murphy	Bonnie	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/17/2019	8/1/2022
Haacke	Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	7/17/2019	8/1/2021
Navarra	Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/16/2019	8/1/2021
Slattery	Jennifer	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/16/2019	8/1/2021
Wilson	Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Stollar	Megan	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Schultes	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Ferreira	Rebecca	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2020
Ortega	Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Davidson	Spirit	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/11/2019	8/1/2021
Lehman	Tracie	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	7/10/2019	8/1/2021
Ralston	Tammy	Braden River High School	Tchr, VE	ESOL End. Class 1	7/2/2019	1/20/2006
Chmielewski	Brenda	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/2/2019	8/1/2018
Babakarkhil	Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Kingsley	Dana	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	7/1/2019	8/1/2021
Miller	Cory	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/28/2019	6/1/2015
Carroll	Laura	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	6/28/2019	1/1/2017
Kanai	Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	6/28/2019	7/1/2010
Krakowski	Michelle	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	6/28/2019	8/1/2021
Galletta	Kimberly	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	4/24/2020
D'Urso	Maureen	Palmetto High School	Tchr, VE	ESOL End. Class 1	6/27/2019	4/19/2011
Seiler	Tracy	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	5/17/2021
Cannon	Angela	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/27/2019	8/1/2017
Lyons	Kathleen	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	6/26/2019	7/1/2012
Gomez Ojeda	Arelys	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/25/2019	8/1/2021
Harshaw	Samantha	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/24/2019	8/1/2021
Ajani-Smith	Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	6/21/2019	8/1/2015
Chabak	Donna	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2018
Ramos Chesnik	Claudia	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Gleason	Katie	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	6/21/2019	12/14/2015
Bixler	Kathleen	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Candelora Baker	Nicole	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	7/1/2020
McKellick	Amber	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/21/2019	8/1/2019
Rulhe	Heather	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2018

Coston	William	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/19/2019	8/1/2019
Morris	Amy	Miller Elementary School	Tchr, VE	ESOL End. Class 1	6/19/2019	10/25/2007
Neri	Anna	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	6/19/2019	8/1/2017
Holmes	Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	6/19/2019	8/1/2016
Wagstaff	Michele	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Mason	Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2014
Frederick	Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/18/2019	8/1/2021
Holbrook	Colleen	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	7/1/2013
Boyd	Malinda	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	8/1/2019
McCarron	Aurora	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/14/2019	8/1/2020
Russin	Laura	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	6/13/2019	8/21/1997
Givens	Phyllis	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	6/13/2019	8/1/2019
Garcia	Frances	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Scott-Atbashian	Larissa	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2017
Clark	Julie	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/12/2019	8/1/2018
Rambo	Christopher	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2014
Wardell	Amy	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/12/2019	12/3/2002
Rueping	Melissa	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Overby	Molly	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	6/18/1998
Rumbaugh	Meghan	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Shea	Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/12/2019	8/1/2019
Urban	Tiffany	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Baker	Sarah	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2015
Noll	Adrienne	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/11/2019	8/1/2018
Peterson	Lisa	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/11/2019	8/1/2020
Kudelko	David	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2016
Hubley	Jennifer	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Frisbie	Jason	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/11/2019	8/1/2018
Collett	Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Lynch	Sarah	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/10/2019	4/26/2006
Wright	Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/10/2019	8/1/2017
Anderson	Megan	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/10/2019	8/1/2019
Boone	Jennie	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	6/10/2019	8/1/2021
Phillips	Kristen	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2010
Waldrop	Stephanie	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	7/1/2015
Sirota	Leigh	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/7/2019	8/1/2018
Smith	Jennifer	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2018
Cline	Ka	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	6/7/2019	8/1/2017
Severo	Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2020
Nickerson	Susan	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/7/2019	2/11/2012
Miller	Melanie	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2019
Keenan	Cara	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	6/5/2019	7/1/2013
Peters	Tina	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Ingham	Gwyneth	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/5/2019	7/1/2014
Gulbrandsen	Angela	McNeal Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/5/2019	8/1/2019
Jandula	Sommer	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Merrill	Kendra	Kinnan Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/4/2019	8/1/2019
Comegno	Iris	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/3/2019	8/1/2018
Cochran	Elizabeth	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Balatoni	Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Ventling	Olivia	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Walker	Angela	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/24/2019	8/1/2021
Moeller	Renee	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Luck	Michelle	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	5/22/2019	8/1/2019
Graczyk	Alycia	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Hayes	Ellie	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	5/22/2019	4/20/2009
Mcclone	Jillian	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/17/2019	5/8/2016
Anderson	Heather	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/17/2019	6/12/2014
Kelly	Ann	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	8/1/2018
Winston	Lora	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	5/15/2019	8/4/2017
Lovewell	Chad	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	6/7/2012

Phillips	Erika	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/15/2019	5/30/2004
Hinton	Renee	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/14/2019	6/24/2005
Palmiere	Kelly	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	5/2/2003
Bowers	Ann	Braden River Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	8/1/2012
Fluellen-Reitwiesne	Regina	Jain Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	12/5/2016
Perkins	Sonja	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/13/2019	5/23/1998
Grant	Jennifer	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/13/2019	12/14/2015
Hustedt	Linda	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	8/1/2019
Dacosta	Maria	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	5/13/2019	12/6/2000
Mckenzie	Stephanie	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	5/9/2019	8/1/2019
Tillett	Julie	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	5/9/2019	6/1/2001
Norman-Webb	Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	5/9/2019	1/19/2011
Melo Espinosa	Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	5/9/2019	8/1/2019
Odell	Keltie	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	5/8/2019	8/1/2007
Babroski	Angela	Manatee High School	Tchr, Dance, HS	ESOL End. Class 1	5/8/2019	8/1/2009
Gilbert	William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2018
Lamar	Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Boggs	Olivia	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Barquero Diaz	Lillian	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	5/7/2019	2/20/2013
Hart	Vera	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2016
Aadson	Tatyana	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	5/7/2019	8/1/2007
Paternostro	Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	5/7/2019	8/1/2019
Small	Tyler	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Cummins	Anthony	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Bizek	Sara	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Saavedra	Amy	Moody Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	3/13/2019	8/1/2021
Cromartie-Pindell	Doris	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/28/2019	8/1/2019
Gardini	Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2019	8/1/2020
Stevens	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2017
Jones	Kimberly	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2019
Alberry	Erika	Rogers Garden-Bullock ES	Tchr, VE/SC	ESOL End. Class 1	1/23/2019	8/1/2020
Jackson	Brandi	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	12/19/2018	8/1/2021
Harvin-Peterson	Susan	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	12/14/2018	8/1/2018
Springer	Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/12/2018	8/1/2020
Torregrosa	Chelsea	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	11/7/2018	8/1/2020
Cruz De Diego	Maria	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/31/2018	8/1/2020
Chalmers	Wendi	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/22/2018	8/1/2019
Santiago	Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	10/10/2018	8/1/2020
Ruiz	Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2018	8/1/2020
Schmitz	Lucas	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Tschiember	Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Wikstrom	Kristin	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/20/2018	8/1/2020
Pena	Olga	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2018	8/1/2017
Roche	Rita	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/7/2018	8/1/2020
Tucker	Janele	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
VanSkiver	Wendy	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Brondyke	Sarah	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Winfield	Meigan	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/5/2018	8/1/2020
Stanford	Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Watts	Ali	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Zinzi	Nathan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Reed	Melissa	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/4/2018	8/1/2020
Smith	Olivia	Palma Sola Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	9/4/2018	8/1/2020
Peters	David	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/31/2018	8/1/2020
Sneed	Nicole	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Salem Tomaselli	Sarah Elizabeth	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/31/2018	8/1/2020
Sandberg	Sarah	Manatee High School	Tchr, VE	ESOL End. Class 1	8/29/2018	8/1/2020
Bean	Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/27/2018	8/1/2020
Llamas	Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/24/2018	8/1/2020
McGoldrick	Alyssa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Brooks	Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/24/2018	8/1/2020

Fontaine	Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/23/2018	8/1/2020
Petrucci	Laura	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Pinckney	Lesley	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Gump	Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2020
Pond	Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hughes	Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2019
Erby	Lisa	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/21/2018	8/1/2019
Haun	Sarah	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/21/2018	8/1/2020
Hosker	Jeanne	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/21/2018	8/1/2019
Carenza	Kimberly	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2019
BURKHART	BRITTNEY	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Hale	Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Connolly	Karen	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/14/2018	8/1/2020
Thomas	Sheree	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018	8/1/2018

OOF Reading BM 5.9.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Sanborn	Kelli	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Humphrey	Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Chapman	Kristen	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Bulfin	Cheryl	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bice	Cheryl	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bishop	Kathleen	Blackburn Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2020
Laport	Lisa	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Mcdaniel	Rebecca	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/10/2020	11/1/2021
Stoddart	Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Freeman	Stacy	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Watts	Ruth	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Earnest	Megan	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Rzepa	Michele	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Holloway	Jackie	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hughes	Angela	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Reyes	Claudia	Oneco Elementary School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/20/2020	11/1/2021
Turner	Rhonda	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Galbraith	Jessica	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Platt	Dawn	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Germer	Jeannine	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dubendorf	Michelle	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Harp	Sarah	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peebles	Elizabeth	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hixson	Yovary	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brack	Elizabeth	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Samson	Jodi	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Trivedi	Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Houston	Amanda	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Engram	Lisa	Manatee Elementary School	Tchr, Resource	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilder	Kim	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Rosario	Paula	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Gregory	Sara	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Chapelle	Nequita	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Whitfield	Kelli	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kerwin	Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/5/2020	11/1/2021
Crosby	Lauren	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Lewis	Jenna	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Lardas	Stephan	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilson	Ariane	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sutherland	Angela	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Bertsch	Alison	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Andersen	Leslie	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Furman	Jan	Daughtrey Elementary School	Tchr, VE	Reading Endorsement Class 1	11/10/2020	11/1/2021
Burke	Catherine	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bednarz	Jewell	Abel Elementary School	Tchr, VE	Reading Endorsement Class 1	11/5/2020	11/1/2019
Swartling	Melinda	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Shaw	Linda	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Allen	Brigitte	Rogers Garden-Bullock ES	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Crowley	Susan	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Phillips	Ashley	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Babakarkhil	Jessica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Walker	Amber	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Peterson	Hope	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bertrand	Amanda	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Miraglia	Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Brendel	Bobbi	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Cadle	Mryia	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Vazquez	Jessica	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Keller	Erika	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Goodwin	Emily	Abel Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021

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

AGENDA ITEM NO. 11.32

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 5.9.2023

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	Gonzalez, Jaylen	School Social Worker - 10 Mo. Professional Support Center **Range $48,187-$86,444**	4/17/2023
Appointment/Para			
	Hebert, Remi	Classroom Sub Parrish Community High	4/17/2023
	Kortemeier, Alexie	Teacher Aide, ESE, One-on-One Moody Elementary	4/17/2023
	McCall, DaEvontae	Teacher Aide, ESE Horizons Academy	3/20/2023
	Salem-Leggon, Yowanda	Teacher Aide, ESE Harllee Full Service Center	4/17/2023
	Valentino, Lori	Teacher Aide, ESE Willis Elementary	4/2/2023
	Zamudio, Maria	Teacher Aide, ESOL Lee Middle	4/3/2023
Appointment/Supp			
	Betancourt, Lebrada	Lead Custodian I Jain Middle	4/17/2023
	Calandrino, Rose	School Secretary I, 12 Mo. Manatee Technical College	4/17/2023
	Colvin, Elizabeth	Cafeteria Manager I, Floater Wakeland Support Center	4/3/2023
	Grable, Janice	Bus Aide Matzke Support Center	4/3/2023
	Hines, Shamanieta	Bus Aide Matzke Support Center	4/3/2023
	Iglesias, Daylin	Food Service Worker - 5 Hr. Miller Elementary	4/3/2023
	Moore, Larry	Custodian 8 Hr. Blackburn Elementary	4/17/2023
	Mosley, Jordyn	Food Service Worker - 5 Hr.	4/3/2023

Type		Information/Position/Location	Eff Date
		Lincoln Middle	
	Onate Medina, Rodolfo	Lead Custodian I King Middle	4/17/2023
	Pina, Rosalie	Custodian 8 Hr. Blackburn Elementary	4/17/2023
	Rivera, Flor De Maria	Custodian 8 Hr. Kinnan Elementary	4/17/2023
	Rumph, Ebony	Custodian 8 Hr. Manatee High	4/17/2023
	Sale, Rheta	Food Service Worker - 6 Hr. Sugg Middle	4/3/2023
	Sanchez, Sandy	Financial Aid Specialist Manatee Technicial College	4/17/2023
	Smith, Leslie	Food Service Worker - 5 Hr. Rogers Garden-Bullock Elementary	4/3/2023
	Smith, Gail	Food Service Worker - 5 Hr. Harvey Elementary	4/3/2023
	Stock, Melinda	School Secretary I, 12 Mo. Manatee Technical College	4/17/2023
	Williams, Faye	Bus Aide Matzke Support Center	4/3/2023
Promotions/Admin			
	Lundy, Melinda	From: Assistant Director HR School Support Center To: Principal, ES Bayshore Elementary	7/1/2023
	McCullough, Melissa	From: Assistant Principal, ES Daughtrey Elementary To: Principal, ES Daughtrey Elementary	7/1/2023
	Porco, Melissa	From: Assistant Principal, ES Palmetto Elementary To: Principal, ES	7/1/2023

Type		Information/Position/Location	Eff Date
		Kinnan Elementary	
	Voss, Adrienne	From: Assistant Principal, ES Johnson K-8 To: Principal, ES Blackburn Elementary	7/1/2023
Resignation/Admin			
	Mitchell, Heather	Instruction/Curriculum Coordinator Professional Support Center	5/6/2023
	Muir, Heather	Speech& Language Pathologist Professional Support Center	4/29/2023
	Pipino, Anthony	Assistant Principal, HS Southeast High	7/1/2023
	Pletcher, Bernadette	Principal, ES Bayshore Elementary	5/18/2023
Resignation/Para			
	Borlovan, Claudia	Teacher Aide, ESE, One-on-One Freedom Elementary	4/15/2023
	Neal-Hyatt, Bernice	Teacher Aide, ESE Oneco Elementary	4/22/2023
	Pontow, Katie	Teacher Aide, ESE Sea Breeze Elementary	5/31/2023
	Salhab, Dania	Teacher Aide, ES Johnson K-8	5/31/2023
	Southwick, Amy	Teacher Aide, ESE Abel Elementary	6/30/2023
	Valentine, Patrick	Teacher Aide, ESE Nolan Middle	4/12/2023
	Wagler, Andrew	Teacher Aide, ESOL Bayshore High	4/6/2023
Resignation/Prof			
	Barfield, Latrelle	First Grade Teacher Bayshore Elementary	5/31/2023
	Brandt, Rebecca	Kindergarten Teacher Manatee Elementary	4/1/2023

Type	Information/Position/Location	Eff Date
Casteneda, Jonathan	Graduation Coach Southeast High	6/30/2023
Freeman, Brea	Teacher, ASD Lee Middle	5/31/2023
Harris, Rachel	First Grade Teacher Manatee Elementary	4/1/2023
Hayes, Ellie	Teacher, Resource Sea Breeze Elementary	5/31/2023
Jourawleff, Francesca	Teacher, Music, ES Oneco Elementary	5/27/2023
Kleespie, Anna	Third Grade Teacher Prine Elementary	5/31/2023
Madigan, Patrick	Teacher, Language Arts, MS Johnson K-8	5/31/2023
Nicot, Gloria	Teacher, IND/SC Nolan Middle	5/31/2023
Pavon, Ana	Media Specialist, ES Williams Elementary	5/31/2023
Persinger, Travis	Teacher, Dropout Prevention Manatee High	3/29/2023
Pollard, Brian	Student Support Specialist Daughtrey Elementary	4/13/2023
Reyes, Claudia	Teacher, ESOL Resource Oneco Elementary	6/30/2023
Robey, Kathy	Counselor, HS Horizons Academy	7/1/2023
Santory, Jessica	Fifth Grade Teacher Oneco Elementary	5/31/2023
Tate, Kiara	Teacher, Other Classroom Southeast High	4/19/2023

Type		Information/Position/Location	Eff Date
	Theiler, Gary	Teacher, Reading, HS Manatee High	5/31/2023
	Watnes, James	Teacher, ROTC/Military Train, HS Bayshore High	6/14/2023
	Wood, Terry	Teacher, Resource Prine Elementary	5/31/2023
Resignation/Supp			
	Aguilar, Christina	Food Service Worker - 6 Hr. Braden River High	3/25/2023
	Bartley, Renee	Guidance Clerk Parrish Community High	4/22/2023
	Beach, Jane	Food Service Worker - 6 Hr. Buffalo Creek Middle	4/15/2023
	Cassidy, Marybeth	Fiscal Specialist School Support Specialist	4/1/2023
	Castro, Melissa	School Clerical Assistant, 10 Mo. Professional Support Center	5/4/2023
	Davis, Alison	Food Service Worker - 5 Hr. Harvey Elementary	4/8/2023
	Fisher, Brooks	Safety Guardian Matzke Support Center	5/31/2023
	Gallego Valdes, Carlos	Custodian 8 Hr. Manatee Technical College	4/7/2023
	Hawk, Mya	Food Service Worker - 6 Hr. Parrish Community High	4/1/2023
	Landers-Ackerman, Fran	Custodian - 8 Hr. Braden River High	6/3/2023
	Liles, Elizabeth	Safety Guardian Matzke Support Center	5/31/2023
	Liles, Jason	Safety Guardian Matzke Support Center	5/31/2023

Type		Information/Position/Location	Eff Date
	Manes, Chloe	Bus Aide Matzke Support Center	4/10/2023
	Manes, Deniz	Bus Aide Matzke Support Center	3/21/2023
	Payne, Laurie	Instruction Curriculum Exec. Secretary Professional Support Center	4/15/2023
	Purdin, Stacey	Bus Aide Matzke Support Center	3/23/2023
	Sierra Cruz, Naida	Bus Aide Matzke Support Center	3/22/2023
	Tajerha, Nina	Cafeteria Manager II Samoset Elementary	4/18/2023
	Torres, Angel	Cafeteria Manager II Bayshore Elementary	3/25/2023
	Whidden, Amy	Custodian 8 Hr. Manatee High	4/6/2023
Retirement/Admin			
	Kelley, Glen	Field Technician Manatee Technical College **8 Years**	7/1/2023
	Saunders, Cynthia	Superintendent School Support Center **10 Years**	7/1/2023
	Viands, Valerie	Manatee Technical College Director Manatee Technical College **22 Years**	7/1/2023
Retirement/Para			
	Catone, Lynn	Teacher Aide, ESE Nolan Middle	5/31/2023
Retirement/Prof			
	Bradin, James	Teacher, ROTC/Military Train, HS Braden River High **18 Years**	6/13/2023
	Cassidy, Kevin	Teacher, Mathematics, MS	8/3/2023

Type		Information/Position/Location	Eff Date
		Lee Middle **30 Years**	
	Catlett, Sherry	First Grade Teacher Blackburn Elementary **16.50 Years**	5/31/2023
	Dehetre, Kimberly	Teacher, Science, HS Braden River High **22 Years**	5/31/2023
	Figueroa, Alexander	Teacher, ROTC/Military Train, HS Braden River High **13 Years**	6/13/2023
	Hannaford, Terri	Teacher, IND/SC Palmetto High **31.04 Years**	5/31/2023
	Olson, Joni	Teacher, Language Arts, HS Palmetto High **26.90 Years**	6/1/2023
	Olson, Philip	Teacher, Mathematics, HS Palmetto High **24.80 Years**	6/1/2023
	Onela, Leann	First Grade Teacher Tara Elementary **11.30 Years**	6/1/2023
	Smith, Christina	Teacher, EBD/SC Bayshore Elementary **4 Years**	6/1/2023
Retirement/Support			
	Bing, Lucretia	Custodian 8 Hr. Manatee Elementary **24.33 Years**	7/12/2023
	Hindman, Carol	Bus Driver Matzke Support Center **34.70 Years**	7/1/2023
	Lykins, Norma	Cafeteria Manager V Daughtrey Elementary	6/1/2023

Type		Information/Position/Location	Eff Date
		34.90 Years	
	Martin, Karen	Food Service Worker - 6 Hr. Prine Elementary **19.91 Years**	6/1/2023
	Orth, Anita	School Secretary I, 12 Mo. Manatee Technical College **35.05 Years**	6/1/2023
	Sands, Elaine	Food Service Worker - 5 Hr. Manatee High **8 Years**	6/1/2023
	Wasson, Carmen	Teacher, Gifted Witt Elementary **5.7 Years**	6/1/2023
Termination/Support			
	Arredondo, Matthew	Warehouse Worker/Driver I Matzke Support Center	3/29/2023
	Garcia, Maria	Food Service Worker - 5 Hr. Manatee Elementary	3/29/2023
	Loughren, Susan	Food Service Worker - 5 Hr. Miller Elementary	3/22/2023
	McCleary, Daniel	Custodian 8 Hr. Manatee Technical College	4/18/2023
	Meyers, Brian	Bus Driver Matzke Support Center	3/7/2023
	Wilson, Kelley	Food Service Worker - 6 Hr. Parrish Community High	3/29/2023
Transfer/Admin			
	Delk, Danielle	From: Principal, ES Blackburn Elementary To: Grants Resource Specialist Professional Support Center	7/1/2023
	Flores, Cynthia	From: Teacher, Pre-K Handicapped Braden River Elementary To: Early Learning Specialist, Compliance Professional Support Center	7/1/2023

Type		Information/Position/Location	Eff Date
Transfer/Para			
	Sanchez Nava, Daisy	From: Classroom Sub Palm View K-8 To: Teacher Aide, MS Palm View K-8	4/2/2023
Transfer/Prof			
	Addair, Caressa	From: Teacher, VE/SC Palm View K-8 To: Teacher, VE Palm View K-8	4/2/2023
	Calcorzi, Angel	From: Fifth Grade Teacher Bayshore Elementary To: Teacher, VE/SC Bayshore Elementary	3/27/2023
	Washington, Paula	From: Third Grade Teacher Manatee Elementary To: Media Specialist, ES Manatee Elementary	3/19/2023
Transfer/Support			
	Burrell, Carlos	From: Custodian 8 Hr. Lincoln Middle To: Bus Driver Matzke Support Center	4/16/2023
	Dreyer, Dustin	From: Custodian 8 Hr. Sugg Middle To: Custodian 8 Hr. Manatee High	4/17/2023
	Griggs, Anginette	From: Head Custodian II, Unassigned School Support Center To: Custodian 8 Hr., Floater Matzke Support Center	4/2/2023
	Reagan, Amber	From: Teacher Aide, ESE, One-on-One Horizons Academy To: Bus Aide Matzke Support Center	4/3/2023
	Simms, Tommy	From: Custodian 8 Hr. King Middle To: Custodian 8 Hr. Sugg Middle	4/17/2023

Type	Information/Position/Location	Eff Date
Tolly, Craig	From: Head Custodian I Anna Maria Elementary To: Outside Carpenter, II Matke Support Center	4/3/2023
Williams, Janet	From: Guidance Clerk Johnson K-8 To: School Registrar I, MS Johnson K-8	4/16/2023

AGENDA ITEM NO. 11.33

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of Matzke Transportation Building #6 - Office Renovation - Substantial Completion, No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge acceptance of the Matzke Transportation Building #6 - Office Renovation - Substantial Completion on February 15, 2023.

Substantial Completion is defined as the project is sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certification requires Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Completed.

Matzke Transportation Building #6 - Office Renovation Summary Sheet is attached for reference.

This project is not included in the Educational Plant Survey 5.1.

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 Matzke Transportation Building #6 - Office Renovation - Substantial Completion, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initialed By: William Horton

Attachments:
Matzke Bldg #6 - Transportation Office Renovation Summary Sheet
Matzke Bldg #6 - Transportation Office Renovation Substantial Completion

Matzke Building #6 - Transportation Office Renovation

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Fawley Bryant Architecture	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Creative Contractors, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	ECS Florida, LLC.	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $165,000.00 (09/20/22) Original Project Budget

HISTORY: The Matzke Complex is approximately 27 acres in size. It consists of 16 permanent buildings and approximately 13 relocatable units. The primary occupants of the complex are Support Services personnel associated with Construction, Maintenance, Transportation and Operations.

SCOPE: Convert three offices (6-118, 6-116, and 6-115) into the Bus Dispatch Office with space for four cubicles. Add a transaction window into the new Bus Dispatch Office for bus drivers to interact with the Dispatchers from the Reception Area 6-100. Add wall and door across north Reception Area 6-100 to control access from Reception Area to north corridor. Add wall and door across east Reception Area 6-100 to control access from Reception Area to east corridor. Combine Material Storage 6-101A and Secretarial Space 6-101 to create one room with space for four cubicles to create the new Customer Service Office, add corridor through office 6-114; reduce size of office 6-114. Add a transaction window into the new Customer Service Office from the Reception Area 6-100. The office renovation will require power, data, and telephone for each workstation. Lighting will require rearrangement or LED replacement in affected areas. A/C will require reconfiguring in affected areas. Additionally, a T&B will be required. Fire alarm and fire sprinklers will require reconfiguration in affected areas. Added corridor doors will require mag locks, card readers, and fire alarm connections. New flooring, wall paint and ceiling tiles in affected areas. Provide all other services to complete the project.

DEPARTMENT OF EDUCATION
APPROVED SPOT SURVEY: Not required

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 8, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$16,658.00	February 4, 2022	Not Required	Currently on the District's Continuing Contracts List
Phase III Plans	$0.00	November 8, 2022	Approved	Construction Documents
TOTAL	$16,658.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 8, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$5,000.00	December 13, 2021	Not Required	Currently on the District's Continuing Contracts List
Agreement:	$101,000.00	November 8, 2022	Approved	Guaranteed Maxiumum Price
Sub Completion.	$0.00	May 9, 2023	Pending	Substantial Completion 2/15/23
TOTAL	$106,000.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 9, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	$6,170.00	February 23, 2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$6,170.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Asbestos Survey	$1,975.00	March 11, 2022		Currently on the District's Continuing Contracts List
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$1,975.00			

SUBSTANTIAL COMPLETION

Project: Matzke Transportation Building #6 Renovations

Location: 1 Matzke Way, Bradenton, Fl

Project Number: # 3951531145

Contract Date: 10/25/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Fawley Bryant Architecture
5391 Lakewood Ranch Blvd.North
Sarasota Fl. 34240

CM: Creative Contractors, Inc.
101 Creatrive Way
Clearwater, Fl. 33759

Date of Issuance: 2/15/23

Project or Designated Portion shall include:

The renovation of the Building #6 Transportation Department per the "Alternates" contract documents dated 9/9/22.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

Wednesday, February 15, 2023

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

N/A

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Fawley Bryant Architecture
ARCHITECTURAL FIRM

BY James Huggestone

4/11/2023
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (0) Zero days from the above date of Substantial Completion.

Jerry Siminski
CONTRACTOR

Jerry Siminski, CCO
BY

02/14/2023
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm on 2/15/23.

SCHOOL BOARD OF MANATEE COUNTY
OWNER

BY

DATE

The CM shall provide security maintenance utilities repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

(Until completion of attached punchlist)

AGENDA ITEM NO. 11.34

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Revision of the Job Description of Procurement Specialist

Executive Summary
The revision of the job description of Procurement Specialist includes an update to the performance responsibilities. There is no change in pay grade or state job code.

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

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Recommendation
The Superintendent recommends approval of the revision of the job description of Procurement Specialist.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
77693 Clerk Internal Services Procurement Specialist -Redline
77693 Clerk Internal Services Procurement Specialist -Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: PROCUREMENT SPECIALIST
State Title: Clerk, Internal Services
JOB DESCRIPTION

JOB GOAL:
To support Purchasing personnel in effectively and efficiently procuring required goods and services. To ensure compliance with State Statutes, School Board rules, and local policies.

QUALIFICATIONS:
1. Associate's degree from an accredited educational institution.
2. Minimum of two (2) years of successful legal support experience. Florida School District contract management experience preferred.
3. Comparable amount of training and experience may be substituted for the minimum qualifications.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of Florida State and Department of Education (DOE) statutes governing procurement. Ability to interpret and apply statutes, rules, and policies. ~~Knowledge of public or commercial contracts.~~ Ability to work independently with little instruction. Ability to adapt to change. Ability to work well with others in a team environment. Knowledge of or familiarity with procurement software systems. Proficient in Microsoft Office, including knowledge of Excel. Effective communication and customer service skills. Highly accurate and detail ~~-~~oriented. Strong analytical and problem~~-~~solving skills.

REPORTS TO:
Director, Purchasing

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
~~1.~~ Prepare~~Responsible for inspecting, reading, editing, and verifying contract documents submitted to Purchasing.~~
~~2. Evaluate contract documents to determine required action based on policies and procedures.~~
~~3. Analyze contract compliance, identify issues, and work with the Director and Buyers to ensure resolution.~~
~~4.~~1. ~~Route~~ contracts for routing and track contract approvals.
2. Responsible for Master Data~~all contract~~ entry in ~~the~~ PeopleSoft which may include Vendors, Items and Contracts.
3. Approve and convert requisitions into purchase orders.
4. Prepare purchase orders and change orders for Buyer review and approval.
5. Assist district personnel with purchasing software system(s). ~~as well as tracking the life of contracts in PeopleSoft.~~
~~6. Facilitate the renewal process for vendors' certificates of insurance.~~
~~7. Support the Director in formal and ad-hoc spend analysis.~~
~~8.~~6. Provide additional coverage to the Procurement Team as needed.
~~9.~~7. Follow attendance, punctuality, and proper dress rules.
~~10.~~8. Ensure adherence to good safety standards.
~~11.~~9. Maintain confidentiality regarding school/workplace matters.
~~12.~~10. Exhibit interpersonal skills to work as an effective team member.
~~13.~~11. Represent the District in a positive and professional manner.
~~14.~~12. Demonstrate initiative in the performance of assigned responsibilities.
~~15.~~13. Respond to inquiries and concerns in a timely manner.
~~16.~~14. Keep supervisor informed of potential problems or unusual events.
~~17.~~15. Follow federal and state laws as well as School Board policies, rules, and regulations.
~~18.~~16. Demonstrate support for the school district and its goals and objectives.
~~19.~~17. Prepare required reports and maintain appropriate records.

~~20.~~18. Participate successfully in the training programs offered to increase skill and proficiency related to assignment, particularly in areas of Buyer skills.
~~21.~~19. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
08/21/2018

Revised: 05/09/2023

SALARY SCHEDULE: HOURLY NON-BARGAINING
PAY GRADE: 29
SHORT TITLE: TBD
STATE JOB CODE: 77693

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: PROCUREMENT SPECIALIST
State Title: Clerk, Internal Services
JOB DESCRIPTION

JOB GOAL:
To support Purchasing personnel in effectively and efficiently procuring required goods and services. To ensure compliance with State Statutes, School Board rules, and local policies.

QUALIFICATIONS:
1. Associate's degree from an accredited educational institution.
2. Minimum of two (2) years of successful legal support experience. Florida School District contract management experience preferred.
3. Comparable amount of training and experience may be substituted for the minimum qualifications.

KNOWLEDGE, SKILLS AND ABILITIES:
Knowledge of Florida State and Department of Education (DOE) statutes governing procurement. Ability to interpret and apply statutes, rules, and policies. Ability to work independently with little instruction. Ability to adapt to change. Ability to work well with others in a team environment. Knowledge of or familiarity with procurement software systems. Proficient in Microsoft Office, including knowledge of Excel. Effective communication and customer service skills. Highly accurate and detail oriented. Strong analytical and problem-solving skills.

REPORTS TO:
Director, Purchasing

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Prepare contracts for routing and track contract approvals.
2. Responsible for Master Data entry in PeopleSoft which may include Vendors, Items and Contracts.
3. Approve and convert requisitions into purchase orders.
4. Prepare purchase orders and change orders for Buyer review and approval.
5. Assist district personnel with purchasing software system(s).
6. Provide additional coverage to the Procurement Team as needed.
7. Follow attendance, punctuality, and proper dress rules.
8. Ensure adherence to good safety standards.
9. Maintain confidentiality regarding school/workplace matters.
10. Exhibit interpersonal skills to work as an effective team member.
11. Represent the District in a positive and professional manner.
12. Demonstrate initiative in the performance of assigned responsibilities.
13. Respond to inquiries and concerns in a timely manner.
14. Keep supervisor informed of potential problems or unusual events.
15. Follow federal and state laws as well as School Board policies, rules, and regulations.
16. Demonstrate support for the school district and its goals and objectives.
17. Prepare required reports and maintain appropriate records.
18. Participate successfully in the training programs offered to increase skill and proficiency related to assignment, particularly in areas of Buyer skills.
19. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

EVALUATION:
Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

Board approved:
08/21/2018

Revised:
05/09/2023

SALARY SCHEDULE: HOURLY NON-BARGAINING
PAY GRADE: 29
SHORT TITLE: TBD
STATE JOB CODE: 77693

AGENDA ITEM NO. 11.35

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of MCR Health Facility at Daughtrey Elementary School - Agreement Between Owner and NDC Construction Company, in the amount of $633,600.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and NDC Construction Company, which allows the Construction Manager to complete the work at Daughtrey Elementary School. This project consists of the interior build-out of MCR Health Facility, per BWAS Design, PPLC., plans dated March 7, 2023.

MCR Health Facility at Daughtrey 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 MCR Health Facility at Daughtrey Elementary School - Agreement Between Owner and NDC Construction Company, in the amount of $633,600.00.

Financial Impact
The Agreement for the construction services is $633,600.00. This project is funded by Manatee County Rural Health.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Daughtry Elementary School - MCR Health Facility - Summary Sheet
Daughtrey Elementary MCR Clinic - Interior Construction - CM Contract

Daughtrey Elementary School - MCR Health Facility

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER: Currently on the District's continuing contract lists.
CONSTRUCTION MANAGER: NDC Construction — Currently on the District's continuing contract lists.
BUILDING OFFICIAL: Currently on the District's continuing contract lists.

PROJECT BUDGET: $633,600.00 Original Project Budget (03/29/23)

HISTORY: Daughtry Elementary School was originally constructed in 1964, on a site with approximately 13 acres, and is located adjacent to a Manatee County park. A media center and classroom wing was added in 1984. In 2001, a Class Size Reduction wing containing 6 classrooms was built. The school currently has 838 student stations.

SCOPE: The scope of work includes but is not limited to the Interior build-out of MCR Health Facility within SBMC furnished modular buildings located on the South side of Daughtrey Elementary campus, adjacent to 5th St. Cir. E. per BWAS Design, PPLC. Interior build-out includes interior framing, insulation, interior finishes, HVAC, Plumbing, Electrical and Fire Alarm systems as indicated on the Contract Documents. Low voltage systems include network equipment, switches, devices, outlets, data and fiber cabling shall be furnished and installed by othere (MCR Health).

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: No

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	N/A			
Agreement:				
TOTAL	**$0.00**			
CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	N/A			
Agreement	$633,600.00	April 11, 2023	Pending	Professional Services Agreement
Substantial Completion:				
Change Order #1:				
TOTAL	**$633,600.00**			
BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	N/A			
Agreement:				
TOTAL				
OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$0.00			
TOTAL	**$0.00**			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

1 Matzke Way
Bradenton, Florida 34208
Tel (941) 708-8800 x44052 Fax (941) 708-8832

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the School Board of Manatee County, as represented by the Department of Construction Services and its Project Directors, hereinafter "Owner" and NDC Construction Company, 1001 Third Ave West, Suite 600, Bradenton, Florida 34205, (941) 747-1062, Brando Fetzek, Vice President, hereinafter "Consultant". Consultant is prequalified by the Owner's Board Approved Continuing Contract Professional Service Firms for Small Projects.

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

1. **The Work:** Consultant shall perform and render all services as prescribed in the Consultant's Proposal and required by the Scope of Work as defined below, for:

CONTRACT #:	CON#
PROJECT NAME:	MCR Health Facility at Daughtrey Elementary School
LOCATION:	515 63rd Ave E, Bradenton, FL 34203

SCOPE OF WORK: Interior build-out of MCR Health facility within SBMC furnished modular building located on the South side of Daughtrey Elementary campus, adjacent to 5th St. Cir. E per Bwas Design, PLLC plans Dated 02/14/2023, incorporated herein by reference.

2. **Contract Term:** The term of this Agreement shall commence on Notice to Proceed (NTP) date and will terminate upon Final Completion and acceptance and final payment by the Owner. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.
3. **Compensation:** Owner has authorized an amount not to exceed **$633,600.00** which shall constitute the maximum amount due under this Agreement to the Consultant for services rendered.
4. **Payment Terms:** The standard payment terms for the Owner are Net 30. Invoices must include the contract number prominently displayed in order to receive payment. Payments will be made only to the Consultant contracted with for this Agreement.
5. **Standard of Care:** Consultant shall be responsible to Owner for the acts and omission of the Consultant's employees and Sub-Consultants arising out of or resulting from the performance of services hereunder including those that do not conform to the Consultant's standard of care, would constitute a breach of this Agreement if the act or omission were committed by the Consultant, or are otherwise wrongful or unlawful. All Work shall be completed in accordance with any applicable State, County, or City codes, ordinances or amendments that may be in existence.
6. **Safety & Security:** Consultant agrees, for both itself and all of its Sub-consultants, to comply with all of Owner's rules and regulations with respect to safety and security at the owner's facilities as such rules and regulations may be modified and amended by Owner from time to time.
7. **Prohibition Against Contingent Fees:** By signing this Agreement, the Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for this firm to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely

for this firm any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

8. **Truth-In-Negotiation:** By signing this Agreement, the Consultant certifies that wage rates and other factual unit costs supporting the compensation to be paid under this contract are accurate, complete and current as of the date of this contract. It is further agreed that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which it is determined the contract prices was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

9. **Substantial Completion:** The term "substantial completion" shall mean that the project under this contract is sufficiently completed in accordance with the contract documents, so that the owner can occupy or utilize the work or designated portions thereof for the use for which it is intended, as expressed in the contract documents and a completion certificate has been fully executed. (Note: The issuance of a completion certificate, in itself, does not constitute "substantial completion").

10. **Final Completion:** The term "Final Completion" shall mean all of the following events have occurred (if applicable):

    a. The project is substantially complete.

    b. The issuance of a completion certificate for the Project.

    c. The owner takes possession of all contract documents related to the Project.

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

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

12. **Compliance with the Sunshine Law:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with the Owner 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.

13. **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.''

14. **Anti-Discrimination**:

    a. The Consultant certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color,

religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

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

15. **Minority, Small, and Women Owned Business**: Owner encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Consultant agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-ventures, prime contractors, sub-contractors, and in contracting opportunities.

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

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

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

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

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

    Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract

terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

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

CONTRACTOR E-VERIFY NUMBER: 631630

19. **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, Consultants 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, Consultants must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

20. **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 Consultant 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.

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

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

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

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

25. **Section 6002 of The Solid Waste Disposal Act:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

26. **Record Retention Requirements for Contracts Paid for with Federal Funds** 2 CFR

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

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

28. **Insurance:** Consultant shall furnish the Owner, within ten (10) days after the date of this Agreement, proof of:
    a. Unless otherwise agreed to in writing between Owner and Consultant, the Consultant shall provide a professional liability policy with coverage for the acts and omissions, including any negligent act, error, mistakes, or omission in rendering or failing to render professional services described in this Agreement, in the amount of $1,000,000.00 with an Aggregate of $1,000,000.00. Said policy shall contain a maximum deductible or self-insured retention of $25,000.00.
    b. Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida

Statute, if required.

c. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.

d. Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.

    i. If policy is on a "CLAIMS MADE" basis, Consultant's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

e. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.

f. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

29. **Compliance with Jessica Lunsford Act:** Owner and the State of Florida, requires all Consultants to comply with the Jessica Lunsford Act (JLA) which consists of a Level II background screening via fingerprinting. Vendors, individuals or entities under contract with the Owner required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the Owner for any claims made against the Owner related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at www.manateeschools.net.

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

31. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:** Public Records Custodian, 215 Manatee Avenue W., Bradenton, Florida, 34205, 941-708-8770, publicrecords@manateeschools.net

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

33. **Authority to Execute:** The individual executing this Agreement on behalf of the Consultant is duly and fully authorized to execute this Agreement on behalf of the Consultant and to bind the Consultant to each and every condition and covenant of the Contract Documents.

SIGNATURES:

CONSULTANT



Signature

3-30-23

Date

Ronald J. Allen, President
NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, Florida 34205
(941) 747-1062
Fax: (941) 741-8027
Email: brando@ndcconstruction.com

OWNER:

SCHOOL BOARD OF MANATEE COUNTY

Project Director	Date
Director	Date
Chief Operations Officer	Date
Legal Counsel	Date
Deputy Superintendent (Projects Under $25,000.00)	Date
Superintendent (Projects Under $50,000.00)	Date
Board Chair (Projects Over $50,000.00)	Date

EXHIBIT A

A. PROJECT DESCRIPTION

The scope of work includes, but is not limited to:

Interior build-out of MCR Health facility within SBMC furnished modular building located on the South side of Daughtrey Elementary campus, adjacent to 5th St. Cir. E per Bwas Design, PLLC plans Dated 02/14/2023.

Interior build-out includes interior framing, insulation, interior finishes, HVAC, Plumbing, Electrical and Fire Alarm systems as indicated on the Contract Documents.

Low voltage systems including network equipment, switches, devices, outlets, data and fiber cabling shall be furnished and installed by others (MCR Health.)

Qualifications for work specifically excluded are as follows:

Pre-Engineered Modular Building shall be furnished and installed by SBMC.

Site improvements and/or work outside of the modular building footprint shall be completed by SBMC.

Electrical & Low Voltage site (underground) raceways from proposed modular building to existing Daughtrey facility point of connections shall be furnish and installed by SBMC. (All required electrical wiring and labor has been included in this Professional Services Agreement for systems tie-in's from new health facility area to existing campus electrical room(s) as indicated on the Contract Documents.)

All Furnishings, Fixtures & Equipment shall be furnished and installed by others (MCR Health.)

No design, engineering or inspection services are included the work scope of this Professional Services Agreement.

The Owner's Project Budget:

Not to Exceed $ 633,600.00

The Project Contract Time:

One Hundred Fifty (150) Calendar Days from Notice to Proceed.

B. CONSULTANT'S PROPOSAL

$633,600.00 ($200/SF at 2,640 total square feet + 20% construction contingency) to furnish and install all work indicated on the Contract Documents and as qualified herein. *Any unused budget shall be returned to Owner at completion of the work.*

C. PROJECT SUB-CONSULTANTS

N/A

D. All Work shall be completed in accordance with any applicable State, County, or City codes, ordinances or amendments that may be in existence.

Dr. Cynthia Saunders, Superintendent of Schools
215 Manatee Avenue West
Bradenton, FL 34205

RE: SDMC – MCR Health Daughtrey Elementary Health Based Services

Dear Dr. Saunders:

Let this letter serve as assurance that MCR Health will pay for all capital improvements to the site.

According to the construction manager the budget estimate for the interior built out will be no more than $633,600.00.

MCR Health will pay up to this amount based upon the final guaranteed maximum price from the construction manager.

Sincerely,

Melvin Price, DPM
President & CEO

AGENDA ITEM NO. 12.1

School Board of Manatee County
May 9, 2023 - Regular Board Meeting

Title
Public Hearing for Consideration to Amend School Board Policies

Executive Summary
Public Hearing for the Board to hear public comments regarding the proposed amendments to the following School Board policies and answer questions related thereto.

Policy 1210/3210/4210 - Standards of Ethical Conduct (Revised)

Policy 1213 - Student Supervision and Welfare (Revised)

Policy 2111 - Parent and Family Involvement in the School Program (Revised)

Policy 2271 - Articulation and Access to Florida College System Institutions (Revised)

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

Policy 3120 - Employment of Instructional Personnel (Revised)

Policy 6480 - Expenditures (Revised)

Policy 8320 - Records Management (Revised)

Policy 8600 - Transportation (Revised)

On March 28, 2023, the Board approved of advertising a notice of Intent to amend School Board Policies and Setting a Public Hearing. On April 04, 2023 an advertisement appeared in the Bradenton Herald, which assures compliance with the provision of section 120.54 (3)(a) 1, Florida Statues (2021).

Policies will be electronically published, hyperlinked and keyword searchable.

The proposed policy amendments and new policies are attached and can also be viewed on the District's website at www.manateeschools.net.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
2023-3-28 Policies for May 9, 2023 Public Hearing

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on May 9, 2023

Policy 1210/3210/4210 - Standards of Ethical Conduct (Revised)

- The revisions to these policies are the result of new language included in F.A.C. Rule 6A-10.081. F.A.C. Rule 6A-10.081 now mandates that teaching certificate holders shall not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity. Moreover, the amendments to the rule expand the definition of discrimination to include subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).

Policy 1213 - Student Supervision and Welfare (Revised)

- The revisions to Policy 1213 are intended to clarify that administrators may withhold information about a student's mental, emotional, or physical health or well-being from a parent if a reasonably prudent person would believe that the disclosure would result in abuse, abandonment, or neglect, as those terms are defined in F.S. 39.01.

Policy 2111 - Parent and Family Involvement in the School Program (Revised)

- The technical revision to this policy relates to a citation to Title I.

Policy 2271 - Articulation and Access to Florida College System Institutions (Revised)

- Policy 2271 has been revised to update language regarding statutory eligibility for students to participate in postsecondary enrollment programs, rename "Collegiate High School Program" to "Early College Program" to remain consistent with Florida Statutes, delete outdated language, and add provisions addressing the benefits, risks, and consequences of participating in postsecondary programs.

~~***Policy 2416 – Student Privacy and Parental Access to Information (Revised)***~~ ***Removed per Board Attorney***

- The revisions to this policy are the result of amended Rule 6A-1.0955 F.A.C.

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

- The revisions to Policies 2520 are the result of SB 1048, SB 2524.

Policy 3120 - Employment of Instructional Personnel (Revised)

- F.S. 1012.57(1) requires that School Boards adopt rules to allow for the issuance of an adjunct teaching certificate to any applicant who fulfills the requirements of Florida law and who has expertise in the subject area to be taught.

Policy 6480 - Expenditures (Revised)

- The proposed revisions to Policy 6480 involve incorporating language from F.S. 106.113 (Expenditures by local governments) permitting School Districts and persons acting on behalf of a School District to report on official actions of the School Board/School District in an accurate, fair, and impartial manner.

Policy 8320 - **Records Management (Revised)**

- The proposed revisions to Policy 8320 (1) replace "Bureau of Archives and Records Management" with "Division of Library and Information Services in the Department of State" and (2) update language regarding the School Board's Records Retention Schedule.

Policy 8600 - **Transportation (Revised)**

- Policy 8600 has been revised to incorporate revisions to F.A.C. Rule 6A-3.0121 regarding Individualized Seizure Action Plans. Policy 8600 has also been updated to add language regarding statutorily-required CPR and first-aid training.

1210 - **STANDARDS OF ETHICAL CONDUCT**

For purposes of this policy, the term administrator means all certificated and non certificated administrators.

Administrators shall be guided by and adhere to the following ethical principles:

A. The administrator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The administrator's primary professional concern will always be for the student and for the development of the student's potential. The administrator will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The administrator strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District administrators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual administrator's certificate, or the other penalties as provided by law, as well as disciplinary action, including but not limited to termination of employment.

A. An administrator's obligation to the District requires that the District administrator shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity;

6. not intentionally expose a student to unnecessary embarrassment or disparagement;

7. not intentionally violate or deny a student's legal rights;

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any students to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believes any of the concept listed in F.S. 1000.05(4)(a);

9. not exploit a relationship with a student for personal gain or advantage;

10. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

11. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

12. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

13. not use institutional privileges for personal gain or advantage; (see also Policy 1129, Conflict of Interest)

14. accept no gratuity, gift, or favor that might influence professional judgment; (see also Policy 1129, Conflict of Interest)

(NOTE: Pursuant to F.S. 112.313, no administrator shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

15. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 1129, Conflict of Interest)

16. maintain honesty in all professional dealings;

17. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

18. not interfere with a colleague's exercise of political or civil rights and responsibilities;

19. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

20. not make malicious or intentionally false statements about a colleague;

21. not use coercive means or promise special treatment to influence professional judgments of colleagues;

22. not misrepresent one's own professional qualifications;

23. not submit fraudulent information on any document in connection with professional activities;

24. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

25. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;

26. provide upon the request of a certificated individual a written statement of the specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;

27. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;

28. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges a criminal offense other than a minor traffic violation;

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory.

    In addition, administrators shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and F.S. 943.059(4)(c).

29. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

30. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

31. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice;

32. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

B. No administrative staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 1129, Conflict of Interest)

C. All District administrative staff members shall adhere to the principles enumerated above.

All administrators shall be required to complete training on the standards established herein upon employment and annually thereafter.

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Revised 12/11/18
Revised 9/28/21

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3210 - **STANDARDS OF ETHICAL CONDUCT**

Instructional staff members shall be guided by and adhere to the following ethical principles:

A. The instructional staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The instructional staff member's primary professional concern will always be for the student and for the development of the student's potential. The instructional staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The instructional staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District instructional staff shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual's teaching certificate, or the other penalties as provide by law, as well as disciplinary action, including but not limited to termination of employment.

A. Obligation to the student requires that the District instructional staff member:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

2. not unreasonably restrain a student from independent action in pursuit of learning.

3. not unreasonably deny a student access to diverse points of view.

4. not intentionally suppress or distort subject matter relevant to a student's academic program.

5. not intentionally expose a student to unnecessary embarrassment or disparagement.

6. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity.

7. not intentionally violate or deny a student's legal rights.

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination. Discrimination on the basis of race, color, national origin, or sex includes subjecting any students to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).

9. not exploit a relationship with a student for personal gain or advantage.

10. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

B. Obligation to the public requires that the District instructional staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

3. not use institutional privileges for personal gain or advantage. (see also Policy 3129, Conflict of Interest)

4. accept no gratuity, gift, or favor that might influence professional judgment. (see also Policy 3129, Conflict of Interest)

(NOTE: Pursuant to F.S. 112.313, no instructional staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

5. offer no gratuity, gift, or favor to obtain special advantages.

C. Obligation to the profession of education requires that the District instructional staff member shall:

1. maintain honesty in all professional dealings.

2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

3. not interfere with a colleague's exercise of political or civil rights and responsibilities.

4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.

5. not make malicious or intentionally false statements about a colleague.

6. not use coercive means or promise special treatment to influence professional judgments of colleagues.

7. not misrepresent one's own professional qualifications.

8. not submit fraudulent information on any document in connection with professional activities.

9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.

13. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges involving a criminal offense other than a minor traffic violation.

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, instructional staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

D. No instructional staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 3129, Conflict of Interest)

All instructional staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

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Furthermore, the School Board hereby establishes the following as the standards of ethical conduct for all support staff members in the District who have direct access to students:

Support staff members shall be guided by and adhere to the following ethical principles:

A. The support staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The support staff member's primary professional concern will always be for the student and for the development of the student's potential. The support staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The support staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District staff members shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to other penalties as provide by law, as well as disciplinary action, including but not limited to termination of employment.

All District support staff members shall comply with the following disciplinary principles.

A. Obligation to the student requires that the District support staff member shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally expose a student to unnecessary embarrassment or disparagement;

6. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity;

7. not intentionally violate or deny a student's legal rights;

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a);

9. not exploit a relationship with a student for personal gain or advantage.

B. Obligation to the public requires that the District support staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

2. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

3. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

4. not use institutional privileges for personal gain or advantage; (see also Policy 4129, Conflict of Interest)

5. accept no gratuity, gift, or favor that might influence judgment; (see also Policy 4129, Conflict of Interest)

   (NOTE: Pursuant to F.S. 112.313, no support staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

6. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 4129, Conflict of Interest)

C. Obligation to the profession of education requires that the District support staff member shall:

1. maintain honesty in all dealings;

2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

3. not interfere with a colleague's exercise of political or civil rights and responsibilities;

4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

5. not make malicious or intentionally false statements about a colleague;

6. not use coercive means or promise special treatment to influence professional judgments of colleagues;

7. not misrepresent one's own professional qualifications;

8. not submit fraudulent information on any document in connection with professional activities;

9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

10. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges involving a criminal offense other than a minor traffic violation;

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, District support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

11. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

12. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 4129, Conflict of Interest)

All District support staff members shall adhere to the principles enumerated above.

All support staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

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1213 - STUDENT SUPERVISION AND WELFARE

Each administrator shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities which include, but are not limited to, the following:

A. An administrator shall report immediately any accidents or safety hazards about which s/he is informed or detects to his/her supervisor as well as to other authorities or District staff members as may be required by established policies and procedures.

B. An administrator shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to their supervisor and any applicable local public safety agencies and/or school officials in accordance with Policy 8406 - *Reports of Suspicious and Potential Threats to Schools*.

C. An administrator shall require staff under his/her supervision to provide proper instruction in safety matters as presented in assigned course guides.

D. An administrator shall not send students on any nonschool-related errands.

E. An administrator shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.

F. An administrator shall notify the parent of a student if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and in the school's ability to provide a safe and supportive learning environment for the student. Notice shall be made as soon as reasonably possible. The administrator shall make a good faith effort to speak with the parent either in person or by telephone, with follow-up written notice by e-mail or U.S. mail.

Exception - Withholding of Information

An administrator is permitted to withhold information about a student's mental, emotional, or physical health or well-being from the parent **if** ~~is~~ a reasonably prudent person would believe that the disclosure would result in abuse, abandonment, or neglect, as those are defined in F.S. 39.01. When information is withheld from a parent on this basis, the specific circumstances should be documented in the student's record (F.S. 1001.42(8)(c)2.)

Regardless of whether an administrator withholds information set forth herein, pursuant of State law, any administrator who knows or has reasonable cause to suspect that a child or student has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, adult, or other person responsible for the child's welfare, is required to report such knowledge or suspicion to the Florida Department of Children and Families via the central abused hotline at 1-800-96-ABUSE (1800-962-2873) or via face, web-based chat, or web-based report.

G. An administrator may not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.

H. An administrator shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

I. An administrator shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An administrator who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.

J. An administrator shall not disclose personally identifiable information about a student to third persons unless specifically authorized by law or the student's parent(s) to do so.

K. An administrator who is transporting a student should not do so unless accompanied by another adult.

L. A student shall not be required to perform work or services that may be detrimental to his/her health.

M. Administrators are discouraged from engaging students in social media and online networking media, including but not limited to such as Facebook, Twitter, Snapchat, Instagram, etc.

N. Administrators are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.

Since most information concerning a child in school is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State, each administrator shall report to the proper legal authorities immediately any sign of suspected child abuse, abandonment, or neglect.

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2111 - PARENT AND FAMILY INVOLVEMENT IN THE SCHOOL PROGRAM

The School Board recognizes and values parents and families as children's first teachers and decision-makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student's parents and family. Such a partnership between the home and school and greater involvement of parents in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism.

The Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA), defines the term "parent" to include a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare). This definition in consistent with F.S. 1000.21, which defines the term "parent" as "either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent".

For purposes of this policy, the term "family" is used in order to include a child's primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members and responsible adults who play a significant role in providing for the well-being of the child.

In cultivating partnerships with families and communities, the Board is committed to the following:

A. **Relationships with Families**

1. cultivating school environments that are welcoming, supportive, and student-centered;
2. providing professional development for school staff that helps build partnerships between families and schools; [2,3]
3. providing family activities that relate to various cultures, languages, practices, and customs, and bridge economic and cultural barriers; [2,3]
4. providing coordination, technical support, and other support to assist schools in planning and implementing family involvement activities. [3]

B. **Effective Communication**

1. providing information to families to support the proper health, safety, and well-being of their children;
2. providing information to families about school policies, procedures, programs, and activities; [2,3]
3. promoting regular and open communication between school personnel and students' family members;
4. communicating with families in a format and language that is understandable, to the extent practicable; [2,3]
5. providing information that will enable families to encourage and support their child(ren)'s academic progress, especially in the area of reading; [1]
6. providing information that will enable families to encourage and support their child(ren)'s citizenship, especially social skills and respect for others; [1]
7. providing information that will enable families to encourage and support their child(ren)'s realization of high expectations and setting life-long learning goals; [1]
8. providing information and involving families in monitoring student progress; [3]
9. providing families with timely and meaningful information regarding Florida's academic standards, State and local assessments, and pertinent legal provisions; [2,3]
10. preparing families to be involved in meaningful discussions and meetings with school staff. [2,3]

C. **Volunteer Opportunities**

1. providing volunteer opportunities for families to support their children's school activities; [1,3]

2. supporting other needs, such as transportation and child care, to enable families to participate in school-sponsored family involvement events. [3]

D. **Learning at Home**

1. offering training and resources to help families learn strategies and skills to support at-home learning and success in school; [1,2,3]

2. working with families to establish learning goals and help their children accomplish these goals; [1]

3. helping families to provide a school and home environment that encourages learning and extends learning at home. [1,2]

E. **Involving Families in Decision Making and Advocacy**

1. involving families as partners in the process of school review and continuous improvement planning; [3]

2. involving families in the development of its District-wide parent involvement policy and plan, and distributing the policy and plan to families. [2,3]

F. **Collaborating with the Community**

1. building constructive partnerships and connecting families with community-based programs and other community resources; [2,3]

2. coordinating and integrating family involvement programs and activities with District initiatives and community-based programs that encourage and support families' participation in their children's education, growth, and development. [2,3]

Implementation

The Superintendent will provide for a comprehensive plan to engage parents, families, and community members in a partnership in support of each student's academic achievement, the District's continuous improvement, and individual school improvement plans. The plan will provide for annual evaluation, with the involvement of parents and families, of the plan's effectiveness and identification of barriers to participation by parents and families. Evaluation findings will be used in the annual review of the Parent and Family Involvement policy and to improve the effectiveness of the District plan.

Pursuant to State law, the Superintendent shall develop and annually disseminate a parent guide to successful student achievement, consistent with the guidelines of FLDOE, which address what parents need to know about their child's educational progress and how parents can help their child(ren) achieve in school.

[1]Indicates Florida Statutory Requirements
[2]Indicates IDEA 2004 Section 650 & 644 parent involvement requirements
[3]Indicates Title I ~~Section 1118~~ parent involvement requirements in Subpart 1 - Basic Program Requirements

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Postsecondary Enrollment Programs

The School Board recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities. The Superintendent will annually develop/revise articulation agreements jointly with postsecondary institutions to provide a comprehensive articulated acceleration program including, but not limited to, dual enrollment and early admission programs.

~~The Board will approve participation by high school students~~ Students in grades ~~11 and 12~~6 through 12 ~~who meet the State Board of Education's criteria, to~~ who meet eligibility criteria established under Florida law and by the State Board of Education may enroll in approved postsecondary programs while in attendance in the District. Secondary students participating in Career and Career Certificate Dual Enrollment will have the opportunity to earn industry certification. All Career Dual Enrollment courses under the Career Dual Enrollment Articulation Agreement will be weighted equally as Advanced Placement (AP) courses and will count towards high school graduation. (F.S. 1007.271(21)(c))

No minor student may participate without the written consent of their parent(s) and /or legal guardian(s). ~~parents and both the high school principal and postsecondary principal~~.

Annually, all secondary school students and their parents shall be informed of the options available to ~~the~~ students for all dual enrollment programs (as an educational option and mechanism for acceleration) and eligibility requirements.

~~The postsecondary education institution will assign~~Postsecondary institutions are responsible for assigning a letter grade for ~~the~~ each student's work in ~~the~~their enrolled course~~, and the~~ The District ~~will be~~is responsible for posting dual enrollment course grades as assigned by the postsecondary institution to ~~the~~ high school transcripts. The Superintendent shall also establish procedures for the proper entry on a student's transcript and other records of his/her participation in a postsecondary program.

The District may~~shall~~ deny high school credit for any portion of postsecondary courses which are taken during the period of a student's expulsion. Any District student who is expelled is not eligible for enrollment or continuation in postsecondary courses during the period of expulsion except as determined by mutual agreement between the District and the college or university. A student may lose the opportunity to participate in a dual enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

~~Collegiate High School~~ Early College Program

The Board, in conjunction with Florida College System institutions, shall establish one (1) or more ~~collegiate~~ early college structured high school accelerated programs. When creating ~~a collegiate high school~~an early college program, the Board shall execute a contract with a local Florida College System institution that contains all the requirements set forth in F.S. 1007.273. The program shall be established a mutually agreeable location. Each contract must be executed by January 1st of each school year for implementation during the next school year.

The Board may execute a contract to establish ~~a collegiate high school~~an early college program with a State university or an institution that is eligible to participate in the William L. Boyd, IV, Florida Resident Access Grant Program, that is a nonprofit independent college or university located and chartered in this State, and that is accredited ~~by the Commission on Colleges of the Southern Association of Colleges and Schools~~an accrediting agency approved by the State Board of Education to grant baccalaureate degrees. Such university or institution must meet the requirements specified under F.S. 1007.273.

~~Collegiate high school programs in the District shall provide an option for participating public school students in grades 11 or 12 for at least one (1) full year to earn Career and Professional Education (CAPE) industry certifications pursuant to F.S. 1008.44 and to successfully complete thirty (30) credit hours through the dual enrollment program under F.S. 1007.271 toward the first year of college for an associate degree or baccalaureate degree while enrolled in the program.~~

Students participating in ~~a collegiate high school~~an early college program must enter into a student performance contract which must be signed by the student, the parent, and a representative of the District and the applicable Florida College System institution, State university, or other institution participating pursuant to State law. The performance contract shall include the schedule of courses, by semester, and industry certifications to be taken by the student, student attendance requirements, and course grade requirements.

Potential Benefits, Risks, and Consequences of Participation in Postsecondary Programs

The potential benefits of participating in postsecondary programs include the following:

A. expanded curriculum offerings;

B. opportunities to study in more depth those areas of special interest or need;

C. opportunities to earn college credits while still in high school;

D. opportunities for financial support for taking college courses while still in high school; and,

E. opportunities to experience college-level work and life prior to making final decisions about whether and/or where to attend college.

The potential risks of participation in postsecondary programs include the following:

A. increased student responsibility for learning because of less instructional guidance;

B. reduced opportunities to participate in high school co-curricular and extra-curricular activities;

C. increased financial obligations for tuition, books, materials, and fees, if college credit only is sought;

D. potential loss of after-school employment opportunities;

E. possible effect on grade point average and class standing;

F. possible delay of graduation;

G. increased time for travel, study, etc.; and,

H. exposure to mature subject matter and materials, including those of a graphic, explicit, violent, or sexual nature that will not be modified because of the student's participation.

Career Pathways Agreements Between Career Centers and Florida College System Institutions

Any career center operated by the Board with a service area that overlaps with another career center operated by a Florida college system institution will enter into a career pathways agreement. The career pathways agreement will:

A. outline certificate program completion requirements and any licenses or industry certifications that must be earned before enrolling in an associate degree program;

B. specify that articulated college credit will be awarded in accordance with the agreement upon initial enrollment in the associate degree program;

C. guarantee college credit toward an aligned associate degree program for students who graduate from a career center with a career or technical certificate and meet specified requirements in accordance with the terms of the agreement;

D. specify that regional agreements may not award less credit than the amount guaranteed through existing statewide articulation agreements.

On or before May 1st of each year, the Board will submit its career pathways agreements to the FLDOE.

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2520 - SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS

The School Board adopts courses of study pursuant to State law. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library **media center, or classroom library,** or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting **instructional core materials** (as defined in F.S. 1003.42 **and F.S. 1006.28**) for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of District students.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all **instructional core materials** as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Publication on Website

The Board will publish on its website, in a searchable format, a list of all instructional core materials, including those used to provide required instruction under Florida law.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.012, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. **The Board will purchase all instructional core materials as a separate line item on the regular (non- consent) agenda and will provide a reasonable opportunity for public comment.**

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Presentations to Students

Presentations to individuals or students by outside groups are deemed to be instructional, and as such, are subject to principal approval. These presentations must support the District curriculum and be approved by the principal in writing.

Achieving Desired Results from Instructional Materials

To achieve the desired results, the instructional materials must conform to the following:

A. be used as designed, including the recommended protocols of the time required;

B. support the current Florida State standards and District curriculum;

C. be culturally relevant;

D. be used in such a way that appropriate instructional practices meet the needs of all students, included ESE (Exceptional Student Education), ELL (English Language Learners), and gifted;

E. be the most current materials whether adopted, non-adopted, or ancillary;

F. contribute to achieving the District's mission and strategic objectives;

G. be included as part of teachers' lesson plans.

Criteria for Evaluation of Instructional Materials

As an inherent condition of employment, all instructional personnel must ensure that any materials used with student meet the criteria as follows:

A. support or contribute to achieving the School District's mission, core values, and strategic objectives;

B. provide an accurate portrayal of ethic, socioeconomic, cultural, and racial diversity in our society;

C. are accurate, objective, current, age-appropriate, and suited to the academic needs, reading levels, and comprehension levels of students, including ESE, ELL, and gifted;

D. meet the State and District standards;

E. are free of pornography or materials that are otherwise prohibited by Florida statute.

Use of Electronic Media

A. Instructional staff are required to be knowledgeable of the current School District's procedures regarding the Motion Picture Association of America (MPAA) Rating System for DVDs and other commercially produced non-print electronic media.

B. The MPAA Rating System is defined as follows:

1. G – Movie suitable for all ages

2. PG – Parental guidance suggested – Contains mature themes, may not be suitable for young children.

3. PG 13 – Parents strongly cautioned – Contains mature themes, may not be suitable for children under thirteen (13) years old.

4. R – Restricted – Contains mature themes (usually sex, violence, or profanity). Children under seventeen (17) not admitted without an adult.

5. NC17 – No children under seventeen (17) admitted.

C. Instructional staff must adhere to rules for using DVDs and other commercially produced electronic medial in the District. The use of electronic media must be relevant to the District curriculum and reflected in the lesson plan.

1. If films having a rating other than G are to be used at the elementary school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic medial title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

2. If films having a rating other than G or PG are to be used at the middle school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

3. If films having a rating other than G, PG, or PG-13 are to be used at a high school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

Inventory of Adopted and District-Wide Instructional Materials

A. An annual inventory of all State adopted and District approved instructional materials and related teacher support materials for those items (not including consumables) shall be completed by each school site. This inventory includes materials purchased for use in place of State adopted
items. The annual instructional materials inventory shall be completed through the District's approved software program for textbook inventory.

B. Each school shall complete and submit reports showing "0" quantity of unaccounted titles along with a list of lost/unaccounted materials to the District Instructional Materials Office to substantiate that the school's instructional materials inventory is complete. Items marked as "unaccounted for" shall remain marked as such in the inventory record for the duration of the adoption for the subject.

Accountability

A. Each District school is accountable to the Board for the replacement or reimbursement of all lost State adopted and District recommended instructional materials.

B. If a student fails to pay for lost or damaged instructional materials either through monetary payment or community service, the principal may suspend the student from participating in extra- curricular activities until the obligation is satisfied.

C. All instructional materials purchased with District or school funds remain the property of the School District and must be retained at the site. Teachers to whom materials are checked out must return these materials before transferring to another school or leaving the District. Teachers will be required to pay for lost or damaged materials. If they do not make adequate restitution, they will be subject to disciplinary action. Materials lost by students or teachers will be replaced by the purchase of a duplicate copy in good condition for the first two (2) years after being marked lost or until the end of the adoption whichever comes first or payment of 100% of the original cost. This obligation shall remain open and active until satisfied.

D. Each school principal shall provide information regarding responsibility about and the value of loaned instructional materials to parents, students, and teachers. The District's "Code of Student Conduct" will include reference to the student's responsibility for lost books. The school will ensure that the school's teacher handbook includes reference to the teacher's responsibility regarding instructional materials loaned to them for use.

E. The following Florida statute should be included in both student and teacher handbooks. Responsibility of students and parents for instructional materials are as follows:

1. All instructional materials purchased under the provisions of this part are the property of the District. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their courses of study and are to be returned at the direction of the school principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge and shall pay for such loss, destruction, or unnecessary damage as provided by law.

2. Nothing in this part shall be construed to prohibit parents from exercising their right to purchase instructional materials from the School District.

Sale of Instructional Materials

A. The Board does not keep an inventory of instructional materials used in the District's schools for loan or sale to community members.

B. Those wishing to purchase copies of the textbooks used by the students in the School District should contact the Board Instructional Materials Office where assistance in procuring the appropriate materials will be provided.

Obsolete, Unserviceable or Surplus Instructional Materials

A. Instructional materials may become obsolete, unserviceable, or surplus as follows:

1. when they are replaced by newly adopted materials;

2. when the condition of the materials makes them unwanted.

With District level approval through the Instructional Materials Office, schools are encouraged to give their unwanted instructional materials to other public education programs within the District or State, to their teachers to use in developing supplementary teacher materials, to students or others, or to any charitable organization, governmental agency, home education students, or private schools. School District Instructional Materials labels must be removed from any and all surplus materials being received by any organization or individual.

B. District or schools may sell their unwanted instructional materials that are out of adoption to used book dealers, recycling plants, pulp mills, or other persons, firms, or corporations upon such terms as most economically advantageous to the School District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, plus ten percent (10%).

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

A. parents of students in the District; and

B. residents of the county.

For purposes of this policy, "resident" means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School Library, or Included on a Reading List

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

For purposes of this policy, "resident" means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.
Parents and residents of the county should make any such objection in writing to the principal identifying the specific instructional material and stating the basis for the objection.

The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material. If the objection is not resolved to the objector's satisfaction, the principal shall refer the matter to the appropriate District-level curriculum supervisor.

The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection. If the objection is still not resolved to the objector's satisfaction, the matter will be referred for a hearing, using the hearing procedures set forth in Policy 2520.

If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. The decision of the Board shall be final.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-5 students who are reading below grade level and to improve the literacy skills of students in K-12~~score below a level 3 in the preceding year's statewide English Language Arts Assessment (ELA), or having a substantial reading deficiency~~. The District ~~school district~~ must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading~~in writing and provide them with the application form, which must allow for the selection of specific book topics or genres for the student~~. The dDistrict must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. ~~However, for the 2021-2022 school year only, delivery may begin no later than December 31, 2021.~~ The dDistrict must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center, or classroom library, or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether the book is purchased, donated or otherwise made available to students.

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3120 - **EMPLOYMENT OF INSTRUCTIONAL STAFF**

The School Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with certified and competent personnel.

For purposes of this policy, instructional staff is defined as written in F.S. 1012.01.

The Superintendent shall also conduct employment history checks of all candidates for instructional staff positions. The employment history check shall include, but not be limited to, contacting any previous employer, reviewing each affidavit of separation from previous employers pursuant to FS 1012.31, and screening the candidate through the use of the screening tools described in State law. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

Any instructional staff member's misstatement of fact material to qualification for employment or the determination of salary shall be considered to constitute grounds for dismissal.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315, or if the candidate has been terminated or resigned in lieu of termination for sexual misconduct with a student.

A person is ineligible for educator certification or employment in any position that requires direct contact with students if the person is on the disqualification list maintained by the department pursuant to F.S. 1001.10(4)(b), is registered as a sex offender as described in 42 U.S.C. 9858f(c)(1)(C), would be ineligible for an exemption under F.S. 435.07(4)(c), or has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo contendere to any of the felony offenses listed in F.S. 1012.315.

The Board shall approve employment, upon recommendation of the Superintendent.

Upon Board approval of employment, each instructional staff member shall execute a written contract as required by State law and Policy 3128 - Contracts: Instructional Personnel.

INSTRUCTIONAL PERSONNEL

Qualifications of instructional personnel shall be as required by law and Florida Administrative Code. To be eligible for appointment in any position in the District, a person must be of good moral character; must have attained the age of eighteen (18) years; and must, when required by law, hold a certificate or license issued under rules of the state Board of Education or the Department of Children and Family Services, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24. Previous residence in this State shall not be required in any school of the state as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity.

Any employee who does not achieve a passing score on any subtest of the general knowledge examination will be provided information regarding the availability of State-level and District-level supports and instruction to assist him/her in achieving a passing score. Such information will include, but is not limited to, State-level test information guides, School District preparation resources, and preparation courses offered by State universities and Florida college system institutions.

CERTIFICATION

A. State Certification

For purposes of this policy, "primary instructor" refers to any instructional employee of a Florida public school district who provides direct support in the learning process by planning, delivering, and evaluating instruction, including through virtual or blended environments, for all students during the entire class period.

Teachers who teach in classes for which FEFP funds are earned shall be certified teachers as defined in F.S. 1012.56 and the Florida State Board of Education Administrative Rule, F.A.C. 6A-1.0503 and 6A-1.0502.

B. In-Field

To be considered "in-field", a primary instructor must meet one of the following qualifications:

1. the teacher is assigned to a course covering subject matter for which the teacher holds a certificate per F.S. 1012.55; or

2. demonstrates sufficient subject matter expertise as determined by F.A.C. 6A-1.0503 (2ah).

F.S. 1012.42

C. District Certification

Nondegreed Vocational Certificate: It is the intent of the Board that nondegreed vocational instructional personnel possess the credentials, knowledge, and/or expertise necessary to provide quality education in the School District. The purpose of District certification is to provide evidence of instructional qualifications in order to protect the interest of students, parents, and the public. The requirements for District certification may be found in the Board Nondegreed Vocational Employment and Certification Procedures.

D. Adjunct Teaching Certificate:

The District may issue an adjunct teaching certificate to an instructional applicant who meets the requirements of s. 1012.56 (2) (a)-(f) and (10) and who has expertise in the subject area to be taught as evidenced by passing a subject area test.

Each adjunct teaching certificate is valid through the term of the annual contact between the educator and the District. An additional annual certification and an additional contract may be awarded by the District at the District's discretion but only if the applicant is rated effective or highly effective during each year of teaching under the adjunct teaching certificate.

The District **may** ~~mayshall~~ issue an adjunct teaching certificate to any applicant who fulfills the requirements of State law and who has subject-area expertise in the subject to be taught. An applicant will be considered to have expertise in the subject matter to be taught if the applicant demonstrates sufficient subset-area mastery through passage of a subject -area test. An adjunct teaching certificate may be for a part-time or full-time teaching position; however, an adjunct teaching certificate issued for a full-time teaching position is valid for no more than three (3) years and is nonrenewable.

The District will post requirements on its website for the issuance of an adjunct teaching certificate, including the subject area test through which an applicant demonstrates subject area mastery, and shall annually report to the FLDOE the number of adjunct teaching certificates issued for part-time and full-time teaching positions pursuant to this provision.

The Board may revoke a District certificate for cause. The application fee for the District Vocational Certificate and the Adjunct Teaching Certificate shall be the same as a State-issued Educator's Certificate.

CERTIFICATED PERSONNEL

Any person employed in a position requiring certification shall possess a valid certificate issued pursuant to Florida law or issued by the Board and shall file said certificate with the Superintendent.

ALTERNATIVE CERTIFICATION

The alternative certification program is a competency-based program designed to expand the pool of educators to include non-education majors committed to making a positive impact on student achievement. The procedures for this program may be found in the District Alternative Certification Program.

LICENSED PERSONNEL

Speech pathologists, occupational therapists, physical therapists, and audiologists will receive contracts, salary, and benefits. To be eligible for employment these individuals must hold a license to practice in the State of Florida.

ADDITIONAL REQUIREMENTS FOR CORE AREA TEACHERS

All core area teachers employed by the District shall be certified in field. Core area teachers are defined in State and Federal law to include English, reading or language arts, mathematics, science, foreign languages, civic and government, economics, arts, history, and geography. This also includes Exceptional Student Education teachers who teach core area subjects.

Pursuant to Federal law, the specific requirements to attain in-field certification are established by the Florida Department of Education and are set forth in AP 3120.

The District must have a plan and show annual progress towards meeting these teacher qualification requirements.

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Revised 12/13/22

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6480 - **EXPENDITURES**

Expenditures from District and all other funds available for the public school program shall be authorized by law and procedures prescribed by the School Board. The Board may permit expenditures to exceed the amount budgeted by function and object, provided the expenditure complies with F.S. 1011.09(4). Such an expenditure may be approved so long as the Board amends the budget and provides a full explanation of any amendments at the next scheduled Board meeting.

Furthermore, pursuant to State law, the District, or any person acting on behalf of the District, may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or any other communication sent to electors concerning an issue, referendum, or amendment, including State questions, that is subject to a vote of the electors.

This statutory prohibition applies to a communication initiated by the District, irrespective of whether the communication is limited to factual information or advocates for the passage or defeat of an issue, referendum, or amendment.

However, F.S. 106.113(2) permits the District, and any person acting on behalf of the District, to:

a. report on official actions of the Board/District in an accurate, fair, and impartial manner;

b. post factual information on the District's website or in printed materials;

c. host and provide information at a public forum;

d. provide factual information in response to an inquiry; and,

e. provide information as otherwise authorized or required by law.

Accounts Payable

The payment of purchase orders, contracts, invoices, and utilities shall be made in accordance with the approved budget and pursuant to State statutes.

Payroll

1. No payment shall be made except to properly authorized and approved personnel and shall begin at the time employment is authorized.

2. Payments shall be based upon a Board-adopted salary schedule for each position.

3. Employees shall be paid in accordance to their work calendar and the payroll schedule.

4. Salary adjustments shall be paid on a subsequent payroll period.

5. Principals and department heads shall be responsible for submitting accurate payroll records in accordance with established time schedules and procedures.

6. Employees shall be paid by direct deposit.

Overtime Payment
Authorization to work overtime must be by prior approval of the department head or principal.

If any financial conditions exist as set forth in Policy 6233, the Board will not make expenditures for travel outside of the District or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, while the financial conditions exist.

Revised 11/9/21
Revised 1/25/22
Revised 12/13/22
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8320 - **RECORDS MANAGEMENT**

The Superintendent is the officer charged by law with the responsibility of maintaining the office having public records and is the custodian thereof.

The ~~Bureau of Archives and Records Management~~Division of Library and Information Services

The ~~Bureau of Archives and Records Management Decision~~ Division of Library and Information Services in the Department of State (Division) establishes standards for controlling, retaining, destroying, and preserving public records. The Superintendent must adhere to these standards.

Records Management Responsibilities

The Superintendent has the responsibility to comply with State statutes, and designate a Records Management Liaison Officer (RMLO) for the District. The Records Management Liaison Officer functions as the primary point of contact between the District and the ~~Bureau of Archives and Records Management~~Division.

Records Retention Schedule

~~Each School District is required by law to submit a request for records retention to the Bureau of Archives and Records Management for all record series being used by the District~~The Superintendent will comply with applicable general records schedule(s) established by the Division. For any record series that is not covered by a general records schedule, the Superintendent will request from the Division a records retention schedule. Each records retention ~~schedule~~ request is analyzed by the ~~Bureau~~ Division to determine the document value and thus establish a period of time for which the documents are to be retained. In addition, the records retention ~~schedule~~ request is reviewed to determine whether the records merit further retention by the State in the Florida State Archives. Once approved by the ~~Bureau~~Division, the records retention schedule becomes the submitting District's official retention schedule for the record. The Records Management Liaison Officer has the responsibility of maintaining existing records retention schedules and submitting new and updated requests to the ~~Bureau~~Division.

Records Disposition/Destruction

The Superintendent shall develop administrative procedures regarding records disposition and destruction.

Report and Form Control Management Systems

The Superintendent shall also establish a reports and forms control management system. The designated Records Management Liaison Officer shall develop and operate the records and forms control management system. The School District's report control management system shall have a procedure for reviewing and disseminating reports to appropriate District staff; and the form control management system shall have a functional and current forms listing.

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8600 - **TRANSPORTATION**

It is the policy of the School Board to provide transportation for those students whose distance from their school makes this service necessary within the limitations established by State law and the regulations of the State of Florida. Such laws and rules shall govern any question not covered by this policy.

Provisions for reciprocal agreements with contiguous school districts for school bus transportation services, inspections, and screening requirements shall be in accordance with Florida statute.

School buses shall be purchased, housed, and maintained by the District for the transportation of resident students between their home areas and the schools of the District to which they are assigned.

Students living more than two (2) miles from their home school will be eligible for District provided bus transportation. Students who attend school out of their home school zone will not be eligible for District provided transportation. Students shall board the bus at the nearest designated stop and will not enter or leave the bus at any other designated stop, except upon approval of the principal or principal's designee.

Students living within two (2) miles of school may be provided District bus transportation under the following conditions:

A. Permanently disabled students, whose Individual Education Plan requires special transportation.

B. Temporarily disabled students upon request and verification of disability and length of time of disability.

C. Elementary students in kindergarten through **sixth** ~~**sixty**~~ grade who must walk through an area that meets the State criteria for hazardous walking conditions or area designated by the Board.

D. Elementary students residing within two (2) miles of their school may be provided bus transportation at the discretion of the Superintendent. This transportation will only be provided if seats are available on existing buses serving the school and the student gets to an established bus stop.

Parents of students who become or are determined to be non-eligible for school bus transportation shall be notified.

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every resident student entitled to transportation services. The Superintendent is authorized to make any necessary changes in the approved route.

The Board authorizes the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well being of the students while on a bus.

Duties and Responsibilities of the Director of Transportation

A. Counsel with school bus operators regarding safety and efficiency of service to schools and to make recommendations to them for improvement in service.

B. Recommend to the Superintendent the initial or continued employment of bus operators, and other transportation personnel.

C. Instruct school bus operators in procedures to be followed in conducting school bus emergency evacuation drills and confer with each Principal regarding scheduling, conducting, and documenting school bus evacuation drills. These procedures shall include a requirement that all operators of school buses transporting students, teachers, or chaperones on field and activity trips instruct all passengers in the locations and proper use of school bus emergency exits prior to each such trip.

D. Counsel with bus operators regarding operator responsibility and authority, as well as job performance.

The Director of Transportation shall consider the knowledge, skills, and abilities related to student

management techniques, as well as the characteristics of students with disabilities, when selecting or assigning operators and attendants for routes serving ESE students.

Duties and Responsibilities of the Principal

A. Assume responsibility under the direction of the Superintendent for all student disciplinary cases that arise in connection with transportation in accordance with Florida statutes, Florida State Board Rule, and the Student Code of Conduct.

B. Instruct students as a part of their safety program on the rules pertaining to student transportation, walking to and from school, bicycle, and other vehicle operations.

C. Develop at the school a parking policy for the safety of students, visitors, and staff while operating or parking personal vehicles on campus.

D. Conduct, at a minimum, during the first six (6) weeks of each semester, school bus evacuation drills, and maintain documentation for these drills.

E. Develop a plan for the supervision of transported students who arrive early or remain late.

F. Designate places for students to get on and off school buses at the school site, and provide supervision of the loading/unloading zone.

G. Provide instruction for all transported students in safe practices on and off the bus during the first six (6) weeks of the first semester of the school year.

H. Request authority in writing for transportation of students on field trips and activity trips, or other special trips, and to plan such trips in accordance with policies approved by the Board.

Duties and Responsibilities of the Bus Operator

A. Pass all required physical examinations and meet such requirements as may be prescribed by State law, State Board rules, or Board policy.

B. Be clean and neat in appearance, and to refrain from wearing shoes that are not securely held on the foot.

C. Refrain from use of tobacco while operating the bus, as well as the use of profane language in the presence of the students. Operators shall not use or be under the influence of alcohol, illicit drugs, or any substance that may impair the operator's alertness or performance while on duty. Operators shall not carry firearms while on Board property.

D. Prescribe, in cooperation with the Principal, the seating arrangements of students.

E. Report needed changes in school bus transportation to the Director of Transportation including, but not limited to, bus loads, bus deficiencies, road hazards, routes, and schedules.

F. Study and observe all laws, rules of the State Board, and policies of the Board relating to transportation.

G. Attend and participate in conferences and training classes for school bus operators, and be prepared at any time to pass successfully a reasonable examination concerning traffic laws, State and local transportation rules, and driving skills.

H. Require that transported students observe all rules prescribed by law, State Board rule, and the policies of the Board.

I. Maintain order and discipline, under the direction of the Principal, on the part of every passenger.

J. Permit students to leave the bus only at their assigned stop, except upon written authorization of the Principal.

K. Observe all procedures incorporated in the Florida Department of Education Basic School Bus Operator's Curriculum.

L. Instruct transported students in safe riding practices.

M. Require all passengers to remain seated and to keep aisles and exits clear.

N. Participate in emergency evacuation drills at least once each school semester under the direction of the Principal.

O. Use the bus, if it is publicly owned, only to transport students to and from school, except upon specific direction of the Superintendent or the Principal upon written authorization by the Superintendent.

P. Prepare immediately after every accident involving the bus or a school bus passenger an accident report to be filed with the Director of Transportation.

Q. Ascertain and ensure that all persons are off the bus before filling fuel tank.

R. Drive always at a safe speed and never in excess of the legally posted speed limit in business or residential districts, or fifty-five (55) miles per hour outside business or residential districts.

S. Cooperate with duly authorized school officials, mechanics and other personnel in the mechanical maintenance and repair of the bus, and in overcoming hazards that threaten the safety or efficiency of service.

T. Inspect the bus daily prior to the beginning of the first daily trip, and report any defect affecting safety or economy of operation immediately to authorized service personnel. The inspection shall include all items identified in the procedures related to the mandatory daily inspection in the Basic School Bus Operator Curriculum.

U. Keep the bus clean and neat at all times and not affix any stickers or other unauthorized items to the interior or exterior of buses.

V. Prepare reports, keep all records required, and otherwise assist school officials in mapping bus routes, planning schedules and in obtaining information for a continuous study of all phases of transportation service.

W. Wear a seat belt at all times when the bus is in operation.

X. Use roof-mounted white flashing strobe lights, if the bus is so equipped, whenever headlights are required to be used due to reduced visibility conditions pursuant to F.S. 316.217(1)(b), except that insufficient light due only to the time of day or night shall not require use of the strobe light.

Y. Report the following immediately to the Director of Transportation, Principal, or other designated officials:

1. misconduct on the part of any student while on the bus or under the operator's immediate supervision;

2. complaints requiring attention of school authorities;

3. any hazards arising that would offer either an actual or a potential threat to the safety of students in the operator's care;

4. causes for failure to maintain school bus time schedule; and

5. overloaded conditions on the bus that exceed the rated capacity of the bus.

Z. Perform a complete interior inspection of each bus after each run and trip to ensure no students are left on board.

AA. Maintain as far as practicable by patient and considerate treatment of parents a feeling of security in the safety of students transported.

The Superintendent shall require that bus operators, and attendants if used, are instructed as to their responsibilities for students who are transported at public expense as follows:

A. The operator or attendant of a bus transporting students shall remain with the bus so that students aboard will be under supervision at all times, except to call for assistance in case of an emergency or accident involving the students or bus.

B. In cases where a student with physical disabilities is unable to leave the area of a student stop without assistance, the school bus operator shall not assume responsibility for such assistance except in an emergency that threatens the safety of such student or students.

C. The operator and attendant (if used) shall be provided certified cardiopulmonary resuscitation (CPR) and first aid training ~~related to~~along with other required pre-service training prior to transporting students, and shall receive CPR and first aid refresher in-service training at least biennially; however, the operator and attendant (if used) shall not give medicine and shall limit ~~his/her~~their assistance to that which may normally be expected of a reasonable, prudent person or as specified in the student's Individual Educational Plan or Individualized Seizure Action Plan.

D. School bus operators and attendants (if used) shall receive information regarding each affected student's Individualized Seizure action Plan and appropriate training regarding how to provide recommended care if the student shows symptoms of the epilepsy or seizure disorder, in accordance with F.S. 1006.062. The student's parent and emergency contact information will also be provided to bus operators and attendants.

The Superintendent shall also require that bus operators and attendants are provided instructions, in writing, as to any special conditions or non-medical care which a student may need while on the bus.

Parents, guardians, and students shall be informed at least annually in writing of their responsibilities for the following:

A. to ensure the safe travel of their students during the portions of each trip to and from school and home when the students are not under the custody and control of the District, including during each trip to and from home and the assigned bus stop when the District provides bus transportation;

B. to ensure that students ride only on their assigned school buses and get off only at assigned bus stops, except when the District has approved, upon the request of the parent or guardian, alternative buses or arrangements;

C. to ensure students are aware of and follow the District's adopted Code of Student Conduct while the students are at school bus stops and provide necessary supervision during times when the bus is not present; and

D. to ensure that, when the physical disability of the student renders the student unable to get on and off the bus without assistance, the parent or guardian provides the necessary assistance to help the student get on and off at the bus stop, as required by District policy or the student's individual educational plan.

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AGENDA ITEM NO. 12.2

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Amend School Board Policies

Executive Summary
The purpose of the requested amendments is to update the following School Board Policies to conform to current legislation and eliminate redundant and obsolete language. The effect is that policies will be current and easier to understand and use.

Policy 1210/3210/4210 - Standards of Ethical Conduct (Revised)

Policy 1213 - Student Supervision and Welfare (Revised)

Policy 2111 - Parent and Family Involvement in the School Program (Revised)

Policy 2271 - Articulation and Access to Florida College System Institutions (Revised)

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

Policy 3120 - Employment of Instructional Personnel (Revised)

Policy 6480 - Expenditures (Revised)

Policy 8320 - Records Management (Revised)

Policy 8600 - Transportation (Revised)

On March 28, 2023, the Board approved of advertising a notice of Intent to amend School Board Policies and Setting a Public Hearing. On April 04, 2023 an advertisement appeared in the Bradenton Herald, which assures compliance with the provision of section 120.54 (3)(a) 1, Florida Statues (2021).

Policies will be electronically published, hyperlinked and keyword searchable.

The proposed policy amendments and new policies are attached and can also be viewed on the District's website at www.manateeschools.net.

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

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 amend School Board Policies.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
2023-3-28 Policies for May 9, 2023 Public Hearing

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on May 9, 2023

Policy 1210/3210/4210 - Standards of Ethical Conduct (Revised)

- The revisions to these policies are the result of new language included in F.A.C. Rule 6A-10.081. F.A.C. Rule 6A-10.081 now mandates that teaching certificate holders shall not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity. Moreover, the amendments to the rule expand the definition of discrimination to include subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).

Policy 1213 - Student Supervision and Welfare (Revised)

- The revisions to Policy 1213 are intended to clarify that administrators may withhold information about a student's mental, emotional, or physical health or well-being from a parent if a reasonably prudent person would believe that the disclosure would result in abuse, abandonment, or neglect, as those terms are defined in F.S. 39.01.

Policy 2111 - Parent and Family Involvement in the School Program (Revised)

- The technical revision to this policy relates to a citation to Title I.

Policy 2271 - Articulation and Access to Florida College System Institutions (Revised)

- Policy 2271 has been revised to update language regarding statutory eligibility for students to participate in postsecondary enrollment programs, rename "Collegiate High School Program" to "Early College Program" to remain consistent with Florida Statutes, delete outdated language, and add provisions addressing the benefits, risks, and consequences of participating in postsecondary programs.

~~***Policy 2416 – Student Privacy and Parental Access to Information (Revised)***~~ ***Removed per Board Attorney***

- The revisions to this policy are the result of amended Rule 6A-1.0955 F.A.C.

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

- The revisions to Policies 2520 are the result of SB 1048, SB 2524.

Policy 3120 - Employment of Instructional Personnel (Revised)

- F.S. 1012.57(1) requires that School Boards adopt rules to allow for the issuance of an adjunct teaching certificate to any applicant who fulfills the requirements of Florida law and who has expertise in the subject area to be taught.

Policy 6480 - Expenditures (Revised)

- The proposed revisions to Policy 6480 involve incorporating language from F.S. 106.113 (Expenditures by local governments) permitting School Districts and persons acting on behalf of a School District to report on official actions of the School Board/School District in an accurate, fair, and impartial manner.

Policy 8320 - **Records Management (Revised)**

- The proposed revisions to Policy 8320 (1) replace "Bureau of Archives and Records Management" with "Division of Library and Information Services in the Department of State" and (2) update language regarding the School Board's Records Retention Schedule.

Policy 8600 - **Transportation (Revised)**

- Policy 8600 has been revised to incorporate revisions to F.A.C. Rule 6A-3.0121 regarding Individualized Seizure Action Plans. Policy 8600 has also been updated to add language regarding statutorily-required CPR and first-aid training.

1210 - **STANDARDS OF ETHICAL CONDUCT**

For purposes of this policy, the term administrator means all certificated and non certificated administrators.

Administrators shall be guided by and adhere to the following ethical principles:

A. The administrator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The administrator's primary professional concern will always be for the student and for the development of the student's potential. The administrator will, therefore, strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The administrator strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District administrators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual administrator's certificate, or the other penalties as provided by law, as well as disciplinary action, including but not limited to termination of employment.

A. An administrator's obligation to the District requires that the District administrator shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity;

6. not intentionally expose a student to unnecessary embarrassment or disparagement;

7. not intentionally violate or deny a student's legal rights;

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any students to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believes any of the concept listed in F.S. 1000.05(4)(a);

9. not exploit a relationship with a student for personal gain or advantage;

10. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

11. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

12. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

13. not use institutional privileges for personal gain or advantage; (see also Policy 1129, Conflict of Interest)

14. accept no gratuity, gift, or favor that might influence professional judgment; (see also Policy 1129, Conflict of Interest)

(NOTE: Pursuant to F.S. 112.313, no administrator shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

15. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 1129, Conflict of Interest)

16. maintain honesty in all professional dealings;

17. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

18. not interfere with a colleague's exercise of political or civil rights and responsibilities;

19. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

20. not make malicious or intentionally false statements about a colleague;

21. not use coercive means or promise special treatment to influence professional judgments of colleagues;

22. not misrepresent one's own professional qualifications;

23. not submit fraudulent information on any document in connection with professional activities;

24. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

25. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;

26. provide upon the request of a certificated individual a written statement of the specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;

27. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;

28. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges a criminal offense other than a minor traffic violation;

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory.

    In addition, administrators shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and F.S. 943.059(4)(c).

29. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

30. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

31. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice;

32. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

B. No administrative staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 1129, Conflict of Interest)

C. All District administrative staff members shall adhere to the principles enumerated above.

All administrators shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 2/13/18
Revised 12/11/18
Revised 9/28/21

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3210 - **STANDARDS OF ETHICAL CONDUCT**

Instructional staff members shall be guided by and adhere to the following ethical principles:

A. The instructional staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The instructional staff member's primary professional concern will always be for the student and for the development of the student's potential. The instructional staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The instructional staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District instructional staff shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual's teaching certificate, or the other penalties as provide by law, as well as disciplinary action, including but not limited to termination of employment.

A. Obligation to the student requires that the District instructional staff member:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

2. not unreasonably restrain a student from independent action in pursuit of learning.

3. not unreasonably deny a student access to diverse points of view.

4. not intentionally suppress or distort subject matter relevant to a student's academic program.

5. not intentionally expose a student to unnecessary embarrassment or disparagement.

6. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity.

7. not intentionally violate or deny a student's legal rights.

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination. Discrimination on the basis of race, color, national origin, or sex includes subjecting any students to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a).

9. not exploit a relationship with a student for personal gain or advantage.

10. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

B. Obligation to the public requires that the District instructional staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

3. not use institutional privileges for personal gain or advantage. (see also Policy 3129, Conflict of Interest)

4. accept no gratuity, gift, or favor that might influence professional judgment. (see also Policy 3129, Conflict of Interest)

(NOTE: Pursuant to F.S. 112.313, no instructional staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

5. offer no gratuity, gift, or favor to obtain special advantages.

C. Obligation to the profession of education requires that the District instructional staff member shall:

1. maintain honesty in all professional dealings.

2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

3. not interfere with a colleague's exercise of political or civil rights and responsibilities.

4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination.

5. not make malicious or intentionally false statements about a colleague.

6. not use coercive means or promise special treatment to influence professional judgments of colleagues.

7. not misrepresent one's own professional qualifications.

8. not submit fraudulent information on any document in connection with professional activities.

9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules.

13. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges involving a criminal offense other than a minor traffic violation.

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, instructional staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

D. No instructional staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 3129, Conflict of Interest)

All instructional staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

Revised 2/13/18
Revised 9/28/21

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Furthermore, the School Board hereby establishes the following as the standards of ethical conduct for all support staff members in the District who have direct access to students:

Support staff members shall be guided by and adhere to the following ethical principles:

A. The support staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The support staff member's primary professional concern will always be for the student and for the development of the student's potential. The support staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The support staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

District staff members shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to other penalties as provide by law, as well as disciplinary action, including but not limited to termination of employment.

All District support staff members shall comply with the following disciplinary principles.

A. Obligation to the student requires that the District support staff member shall:

1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety;

2. not unreasonably restrain a student from independent action in pursuit of learning;

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

5. not intentionally expose a student to unnecessary embarrassment or disparagement;

6. not intentionally provide classroom instruction to students in kindergarten through grade 3 on sexual orientation or gender identity;

7. not intentionally violate or deny a student's legal rights;

8. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination; discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in F.S. 1000.05(4)(a);

9. not exploit a relationship with a student for personal gain or advantage.

B. Obligation to the public requires that the District support staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

2. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;

3. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;

4. not use institutional privileges for personal gain or advantage; (see also Policy 4129, Conflict of Interest)

5. accept no gratuity, gift, or favor that might influence judgment; (see also Policy 4129, Conflict of Interest)

   (NOTE: Pursuant to F.S. 112.313, no support staff member shall solicit or accept anything of value including a gift (see F.S. 112.312), loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

6. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 4129, Conflict of Interest)

C. Obligation to the profession of education requires that the District support staff member shall:

1. maintain honesty in all dealings;

2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

3. not interfere with a colleague's exercise of political or civil rights and responsibilities;

4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

5. not make malicious or intentionally false statements about a colleague;

6. not use coercive means or promise special treatment to influence professional judgments of colleagues;

7. not misrepresent one's own professional qualifications;

8. not submit fraudulent information on any document in connection with professional activities;

9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

10. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any investigations involving the Department of Children and Families and any arrests/charges involving a criminal offense other than a minor traffic violation;

    Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, District support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

11. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

12. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 4129, Conflict of Interest)

All District support staff members shall adhere to the principles enumerated above.

All support staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

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1213 - **STUDENT SUPERVISION AND WELFARE**

Each administrator shall maintain a standard of care for the supervision, control, and protection of students commensurate with their assigned duties and responsibilities which include, but are not limited to, the following:

A. An administrator shall report immediately any accidents or safety hazards about which s/he is informed or detects to his/her supervisor as well as to other authorities or District staff members as may be required by established policies and procedures.

B. An administrator shall report unsafe, potentially harmful, dangerous, violent, or criminal activities, or the threat of these activities, to their supervisor and any applicable local public safety agencies and/or school officials in accordance with Policy 8406 - *Reports of Suspicious and Potential Threats to Schools*.

C. An administrator shall require staff under his/her supervision to provide proper instruction in safety matters as presented in assigned course guides.

D. An administrator shall not send students on any nonschool-related errands.

E. An administrator shall encourage a student to discuss issues relating to the student's well-being with the student's parent, or shall facilitate the student's discussion of the issue with the parent.

F. An administrator shall notify the parent of a student if there is a change in the student's services or monitoring related to the student's mental, emotional, or physical health or well-being and in the school's ability to provide a safe and supportive learning environment for the student. Notice shall be made as soon as reasonably possible. The administrator shall make a good faith effort to speak with the parent either in person or by telephone, with follow-up written notice by e-mail or U.S. mail.

Exception - Withholding of Information

An administrator is permitted to withhold information about a student's mental, emotional, or physical health or well-being from the parent **if** ~~is~~ a reasonably prudent person would believe that the disclosure would result in abuse, abandonment, or neglect, as those are defined in F.S. 39.01. When information is withheld from a parent on this basis, the specific circumstances should be documented in the student's record (F.S. 1001.42(8)(c)2.)

Regardless of whether an administrator withholds information set forth herein, pursuant of State law, any administrator who knows or has reasonable cause to suspect that a child or student has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, adult, or other person responsible for the child's welfare, is required to report such knowledge or suspicion to the Florida Department of Children and Families via the central abused hotline at 1-800-96-ABUSE (1800-962-2873) or via face, web-based chat, or web-based report.

G. An administrator may not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being.

H. An administrator shall not inappropriately associate with students at any time in a manner which may give the appearance of impropriety, including, but not limited to, the creation or participation in any situation or activity which could be considered abusive or sexually suggestive or involve illegal substances such as drugs, alcohol, or tobacco. Any sexual or other inappropriate conduct with a student by any staff member will subject the offender to potential criminal liability and discipline up to and including termination of employment.

I. An administrator shall not knowingly distribute to a minor any material that is obscene and harmful to minors, as defined in F.S. 847.012, in any format and/or by any manner. An administrator who knowingly distributes any such material to a minor also commits a felony under State law and is subject to disciplinary action up to and including termination.

J. An administrator shall not disclose personally identifiable information about a student to third persons unless specifically authorized by law or the student's parent(s) to do so.

K. An administrator who is transporting a student should not do so unless accompanied by another adult.

L. A student shall not be required to perform work or services that may be detrimental to his/her health.

M. Administrators are discouraged from engaging students in social media and online networking media, including but not limited to such as Facebook, Twitter, Snapchat, Instagram, etc.

N. Administrators are expressly prohibited from posting any video or comment pertaining to any student on social network sites or similar forums, such as YouTube.

Since most information concerning a child in school is confidential under Federal and State laws, any staff member who shares confidential information with another person not authorized to receive the information may be subject to discipline and/or civil liability. This includes, but is not limited to, information concerning assessments, grades, behavior, family background, and alleged child abuse.

Pursuant to the laws of the State, each administrator shall report to the proper legal authorities immediately any sign of suspected child abuse, abandonment, or neglect.

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2111 - **PARENT AND FAMILY INVOLVEMENT IN THE SCHOOL PROGRAM**

The School Board recognizes and values parents and families as children's first teachers and decision-makers in education. The Board believes that student learning is more likely to occur when there is an effective partnership between the school and the student's parents and family. Such a partnership between the home and school and greater involvement of parents in the education of their children generally result in higher academic achievement, improved student behavior, and reduced absenteeism.

The Elementary and Secondary Education Act (ESEA), as amended by the Every Student Succeeds Act of 2015 (ESSA), defines the term "parent" to include a legal guardian or other person standing in loco parentis (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare). This definition in consistent with F.S. 1000.21, which defines the term "parent" as "either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent".

For purposes of this policy, the term "family" is used in order to include a child's primary caregivers, who are not their biological parents, such as foster caregivers, grandparents, and other family members and responsible adults who play a significant role in providing for the well-being of the child.

In cultivating partnerships with families and communities, the Board is committed to the following:

A. **Relationships with Families**

1. cultivating school environments that are welcoming, supportive, and student-centered;
2. providing professional development for school staff that helps build partnerships between families and schools; [2,3]
3. providing family activities that relate to various cultures, languages, practices, and customs, and bridge economic and cultural barriers; [2,3]
4. providing coordination, technical support, and other support to assist schools in planning and implementing family involvement activities. [3]

B. **Effective Communication**

1. providing information to families to support the proper health, safety, and well-being of their children;
2. providing information to families about school policies, procedures, programs, and activities; [2,3]
3. promoting regular and open communication between school personnel and students' family members;
4. communicating with families in a format and language that is understandable, to the extent practicable; [2,3]
5. providing information that will enable families to encourage and support their child(ren)'s academic progress, especially in the area of reading; [1]
6. providing information that will enable families to encourage and support their child(ren)'s citizenship, especially social skills and respect for others; [1]
7. providing information that will enable families to encourage and support their child(ren)'s realization of high expectations and setting life-long learning goals; [1]
8. providing information and involving families in monitoring student progress; [3]
9. providing families with timely and meaningful information regarding Florida's academic standards, State and local assessments, and pertinent legal provisions; [2,3]
10. preparing families to be involved in meaningful discussions and meetings with school staff. [2,3]

C. **Volunteer Opportunities**

1. providing volunteer opportunities for families to support their children's school activities; [1,3]

2. supporting other needs, such as transportation and child care, to enable families to participate in school-sponsored family involvement events. [3]

D. **Learning at Home**

1. offering training and resources to help families learn strategies and skills to support at-home learning and success in school; [1,2,3]

2. working with families to establish learning goals and help their children accomplish these goals; [1]

3. helping families to provide a school and home environment that encourages learning and extends learning at home. [1,2]

E. **Involving Families in Decision Making and Advocacy**

1. involving families as partners in the process of school review and continuous improvement planning; [3]

2. involving families in the development of its District-wide parent involvement policy and plan, and distributing the policy and plan to families. [2,3]

F. **Collaborating with the Community**

1. building constructive partnerships and connecting families with community-based programs and other community resources; [2,3]

2. coordinating and integrating family involvement programs and activities with District initiatives and community-based programs that encourage and support families' participation in their children's education, growth, and development. [2,3]

Implementation

The Superintendent will provide for a comprehensive plan to engage parents, families, and community members in a partnership in support of each student's academic achievement, the District's continuous improvement, and individual school improvement plans. The plan will provide for annual evaluation, with the involvement of parents and families, of the plan's effectiveness and identification of barriers to participation by parents and families. Evaluation findings will be used in the annual review of the Parent and Family Involvement policy and to improve the effectiveness of the District plan.

Pursuant to State law, the Superintendent shall develop and annually disseminate a parent guide to successful student achievement, consistent with the guidelines of FLDOE, which address what parents need to know about their child's educational progress and how parents can help their child(ren) achieve in school.

[1]Indicates Florida Statutory Requirements
[2]Indicates IDEA 2004 Section 650 & 644 parent involvement requirements
[3]Indicates Title I ~~Section 1118~~ parent involvement requirements in Subpart 1 - Basic Program Requirements

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Postsecondary Enrollment Programs

The School Board recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities. The Superintendent will annually develop/revise articulation agreements jointly with postsecondary institutions to provide a comprehensive articulated acceleration program including, but not limited to, dual enrollment and early admission programs.

~~The Board will approve participation by high school students~~ Students in grades ~~11 and 12~~6 through 12 ~~who meet the State Board of Education's criteria, to~~ who meet eligibility criteria established under Florida law and by the State Board of Education may enroll in approved postsecondary programs while in attendance in the District. Secondary students participating in Career and Career Certificate Dual Enrollment will have the opportunity to earn industry certification. All Career Dual Enrollment courses under the Career Dual Enrollment Articulation Agreement will be weighted equally as Advanced Placement (AP) courses and will count towards high school graduation. (F.S. 1007.271(21)(c))

No minor student may participate without the written consent of their parent(s) and /or legal guardian(s). ~~parents and both the high school principal and postsecondary principal~~.

Annually, all secondary school students and their parents shall be informed of the options available to ~~the~~ students for all dual enrollment programs (as an educational option and mechanism for acceleration) and eligibility requirements.

~~The postsecondary education institution will assign~~Postsecondary institutions are responsible for assigning a letter grade for ~~the~~ each student's work in ~~the~~their enrolled course~~, and the~~ The District ~~will be~~is responsible for posting dual enrollment course grades as assigned by the postsecondary institution to ~~the~~ high school transcripts. The Superintendent shall also establish procedures for the proper entry on a student's transcript and other records of his/her participation in a postsecondary program.

The District may~~shall~~ deny high school credit for any portion of postsecondary courses which are taken during the period of a student's expulsion. Any District student who is expelled is not eligible for enrollment or continuation in postsecondary courses during the period of expulsion except as determined by mutual agreement between the District and the college or university. A student may lose the opportunity to participate in a dual enrollment course if the student is disruptive to the learning process such that the progress of other students or the efficient administration of the course is hindered.

~~Collegiate High School~~ Early College Program

The Board, in conjunction with Florida College System institutions, shall establish one (1) or more ~~collegiate~~ early college structured high school accelerated programs. When creating ~~a collegiate high school~~an early college program, the Board shall execute a contract with a local Florida College System institution that contains all the requirements set forth in F.S. 1007.273. The program shall be established a mutually agreeable location. Each contract must be executed by January 1st of each school year for implementation during the next school year.

The Board may execute a contract to establish ~~a collegiate high school~~an early college program with a State university or an institution that is eligible to participate in the William L. Boyd, IV, Florida Resident Access Grant Program, that is a nonprofit independent college or university located and chartered in this State, and that is accredited ~~by the Commission on Colleges of the Southern Association of Colleges and Schools~~an accrediting agency approved by the State Board of Education to grant baccalaureate degrees. Such university or institution must meet the requirements specified under F.S. 1007.273.

~~Collegiate high school programs in the District shall provide an option for participating public school students in grades 11 or 12 for at least one (1) full year to earn Career and Professional Education (CAPE) industry certifications pursuant to F.S. 1008.44 and to successfully complete thirty (30) credit hours through the dual enrollment program under F.S. 1007.271 toward the first year of college for an associate degree or baccalaureate degree while enrolled in the program.~~

Students participating in ~~a collegiate high school~~an early college program must enter into a student performance contract which must be signed by the student, the parent, and a representative of the District and the applicable Florida College System institution, State university, or other institution participating pursuant to State law. The performance contract shall include the schedule of courses, by semester, and industry certifications to be taken by the student, student attendance requirements, and course grade requirements.

Potential Benefits, Risks, and Consequences of Participation in Postsecondary Programs

The potential benefits of participating in postsecondary programs include the following:

A. expanded curriculum offerings;

B. opportunities to study in more depth those areas of special interest or need;

C. opportunities to earn college credits while still in high school;

D. opportunities for financial support for taking college courses while still in high school; and,

E. opportunities to experience college-level work and life prior to making final decisions about whether and/or where to attend college.

The potential risks of participation in postsecondary programs include the following:

A. increased student responsibility for learning because of less instructional guidance;

B. reduced opportunities to participate in high school co-curricular and extra-curricular activities;

C. increased financial obligations for tuition, books, materials, and fees, if college credit only is sought;

D. potential loss of after-school employment opportunities;

E. possible effect on grade point average and class standing;

F. possible delay of graduation;

G. increased time for travel, study, etc.; and,

H. exposure to mature subject matter and materials, including those of a graphic, explicit, violent, or sexual nature that will not be modified because of the student's participation.

Career Pathways Agreements Between Career Centers and Florida College System Institutions

Any career center operated by the Board with a service area that overlaps with another career center operated by a Florida college system institution will enter into a career pathways agreement. The career pathways agreement will:

A. outline certificate program completion requirements and any licenses or industry certifications that must be earned before enrolling in an associate degree program;

B. specify that articulated college credit will be awarded in accordance with the agreement upon initial enrollment in the associate degree program;

C. guarantee college credit toward an aligned associate degree program for students who graduate from a career center with a career or technical certificate and meet specified requirements in accordance with the terms of the agreement;

D. specify that regional agreements may not award less credit than the amount guaranteed through existing statewide articulation agreements.

On or before May 1st of each year, the Board will submit its career pathways agreements to the FLDOE.

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2520 - SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS

The School Board adopts courses of study pursuant to State law. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library **media center, or classroom library,** or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting **instructional core materials** (as defined in F.S. 1003.42 **and F.S. 1006.28**) for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of District students.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all **instructional core materials** as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Publication on Website

The Board will publish on its website, in a searchable format, a list of all instructional core materials, including those used to provide required instruction under Florida law.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.012, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. **The Board will purchase all instructional core materials as a separate line item on the regular (non- consent) agenda and will provide a reasonable opportunity for public comment.**

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Presentations to Students

Presentations to individuals or students by outside groups are deemed to be instructional, and as such, are subject to principal approval. These presentations must support the District curriculum and be approved by the principal in writing.

Achieving Desired Results from Instructional Materials

To achieve the desired results, the instructional materials must conform to the following:

A. be used as designed, including the recommended protocols of the time required;

B. support the current Florida State standards and District curriculum;

C. be culturally relevant;

D. be used in such a way that appropriate instructional practices meet the needs of all students, included ESE (Exceptional Student Education), ELL (English Language Learners), and gifted;

E. be the most current materials whether adopted, non-adopted, or ancillary;

F. contribute to achieving the District's mission and strategic objectives;

G. be included as part of teachers' lesson plans.

Criteria for Evaluation of Instructional Materials

As an inherent condition of employment, all instructional personnel must ensure that any materials used with student meet the criteria as follows:

A. support or contribute to achieving the School District's mission, core values, and strategic objectives;

B. provide an accurate portrayal of ethic, socioeconomic, cultural, and racial diversity in our society;

C. are accurate, objective, current, age-appropriate, and suited to the academic needs, reading levels, and comprehension levels of students, including ESE, ELL, and gifted;

D. meet the State and District standards;

E. are free of pornography or materials that are otherwise prohibited by Florida statute.

Use of Electronic Media

A. Instructional staff are required to be knowledgeable of the current School District's procedures regarding the Motion Picture Association of America (MPAA) Rating System for DVDs and other commercially produced non-print electronic media.

B. The MPAA Rating System is defined as follows:

1. G – Movie suitable for all ages

2. PG – Parental guidance suggested – Contains mature themes, may not be suitable for young children.

3. PG 13 – Parents strongly cautioned – Contains mature themes, may not be suitable for children under thirteen (13) years old.

4. R – Restricted – Contains mature themes (usually sex, violence, or profanity). Children under seventeen (17) not admitted without an adult.

5. NC17 – No children under seventeen (17) admitted.

C. Instructional staff must adhere to rules for using DVDs and other commercially produced electronic medial in the District. The use of electronic media must be relevant to the District curriculum and reflected in the lesson plan.

1. If films having a rating other than G are to be used at the elementary school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic medial title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

2. If films having a rating other than G or PG are to be used at the middle school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

3. If films having a rating other than G, PG, or PG-13 are to be used at a high school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

Inventory of Adopted and District-Wide Instructional Materials

A. An annual inventory of all State adopted and District approved instructional materials and related teacher support materials for those items (not including consumables) shall be completed by each school site. This inventory includes materials purchased for use in place of State adopted
items. The annual instructional materials inventory shall be completed through the District's approved software program for textbook inventory.

B. Each school shall complete and submit reports showing "0" quantity of unaccounted titles along with a list of lost/unaccounted materials to the District Instructional Materials Office to substantiate that the school's instructional materials inventory is complete. Items marked as "unaccounted for" shall remain marked as such in the inventory record for the duration of the adoption for the subject.

Accountability

A. Each District school is accountable to the Board for the replacement or reimbursement of all lost State adopted and District recommended instructional materials.

B. If a student fails to pay for lost or damaged instructional materials either through monetary payment or community service, the principal may suspend the student from participating in extra- curricular activities until the obligation is satisfied.

C. All instructional materials purchased with District or school funds remain the property of the School District and must be retained at the site. Teachers to whom materials are checked out must return these materials before transferring to another school or leaving the District. Teachers will be required to pay for lost or damaged materials. If they do not make adequate restitution, they will be subject to disciplinary action. Materials lost by students or teachers will be replaced by the purchase of a duplicate copy in good condition for the first two (2) years after being marked lost or until the end of the adoption whichever comes first or payment of 100% of the original cost. This obligation shall remain open and active until satisfied.

D. Each school principal shall provide information regarding responsibility about and the value of loaned instructional materials to parents, students, and teachers. The District's "Code of Student Conduct" will include reference to the student's responsibility for lost books. The school will ensure that the school's teacher handbook includes reference to the teacher's responsibility regarding instructional materials loaned to them for use.

E. The following Florida statute should be included in both student and teacher handbooks. Responsibility of students and parents for instructional materials are as follows:

1. All instructional materials purchased under the provisions of this part are the property of the District. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their courses of study and are to be returned at the direction of the school principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge and shall pay for such loss, destruction, or unnecessary damage as provided by law.

2. Nothing in this part shall be construed to prohibit parents from exercising their right to purchase instructional materials from the School District.

Sale of Instructional Materials

A. The Board does not keep an inventory of instructional materials used in the District's schools for loan or sale to community members.

B. Those wishing to purchase copies of the textbooks used by the students in the School District should contact the Board Instructional Materials Office where assistance in procuring the appropriate materials will be provided.

Obsolete, Unserviceable or Surplus Instructional Materials

A. Instructional materials may become obsolete, unserviceable, or surplus as follows:

1. when they are replaced by newly adopted materials;

2. when the condition of the materials makes them unwanted.

With District level approval through the Instructional Materials Office, schools are encouraged to give their unwanted instructional materials to other public education programs within the District or State, to their teachers to use in developing supplementary teacher materials, to students or others, or to any charitable organization, governmental agency, home education students, or private schools. School District Instructional Materials labels must be removed from any and all surplus materials being received by any organization or individual.

B. District or schools may sell their unwanted instructional materials that are out of adoption to used book dealers, recycling plants, pulp mills, or other persons, firms, or corporations upon such terms as most economically advantageous to the School District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, plus ten percent (10%).

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

A. parents of students in the District; and

B. residents of the county.

For purposes of this policy, "resident" means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School Library, or Included on a Reading List

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

For purposes of this policy, "resident" means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.
Parents and residents of the county should make any such objection in writing to the principal identifying the specific instructional material and stating the basis for the objection.

The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material. If the objection is not resolved to the objector's satisfaction, the principal shall refer the matter to the appropriate District-level curriculum supervisor.

The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection. If the objection is still not resolved to the objector's satisfaction, the matter will be referred for a hearing, using the hearing procedures set forth in Policy 2520.

If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. The decision of the Board shall be final.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-5 students who are reading below grade level and to improve the literacy skills of students in K-12~~score below a level 3 in the preceding year's statewide English Language Arts Assessment (ELA), or having a substantial reading deficiency~~. The District ~~school district~~ must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading~~in writing and provide them with the application form, which must allow for the selection of specific book topics or genres for the student~~. The dDistrict must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. ~~However, for the 2021-2022 school year only, delivery may begin no later than December 31, 2021.~~ The dDistrict must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center, or classroom library, or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether the book is purchased, donated or otherwise made available to students.

Revised
7/24/18
Revised
1/25/22
Revised
9/13/22

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3120 - **EMPLOYMENT OF INSTRUCTIONAL STAFF**

The School Board recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with certified and competent personnel.

For purposes of this policy, instructional staff is defined as written in F.S. 1012.01.

The Superintendent shall also conduct employment history checks of all candidates for instructional staff positions. The employment history check shall include, but not be limited to, contacting any previous employer, reviewing each affidavit of separation from previous employers pursuant to FS 1012.31, and screening the candidate through the use of the screening tools described in State law. If contact with (a) previous employer(s) cannot be made, the Superintendent shall document the efforts made to do so.

Any instructional staff member's misstatement of fact material to qualification for employment or the determination of salary shall be considered to constitute grounds for dismissal.

A candidate shall be disqualified from employment in any position that requires direct contact with students if the candidate is ineligible for such employment under F.S. 1012.315, or if the candidate has been terminated or resigned in lieu of termination for sexual misconduct with a student.

A person is ineligible for educator certification or employment in any position that requires direct contact with students if the person is on the disqualification list maintained by the department pursuant to F.S. 1001.10(4)(b), is registered as a sex offender as described in 42 U.S.C. 9858f(c)(1)(C), would be ineligible for an exemption under F.S. 435.07(4)(c), or has been convicted or found guilty of, has had adjudication withheld for, or has pled guilty or nolo contendere to any of the felony offenses listed in F.S. 1012.315.

The Board shall approve employment, upon recommendation of the Superintendent.

Upon Board approval of employment, each instructional staff member shall execute a written contract as required by State law and Policy 3128 - Contracts: Instructional Personnel.

INSTRUCTIONAL PERSONNEL

Qualifications of instructional personnel shall be as required by law and Florida Administrative Code. To be eligible for appointment in any position in the District, a person must be of good moral character; must have attained the age of eighteen (18) years; and must, when required by law, hold a certificate or license issued under rules of the state Board of Education or the Department of Children and Family Services, except when employed pursuant to F.S. 1012.55 or under the emergency provisions of F.S. 1012.24. Previous residence in this State shall not be required in any school of the state as a prerequisite for any person holding a valid Florida certificate or license to serve in an instructional capacity.

Any employee who does not achieve a passing score on any subtest of the general knowledge examination will be provided information regarding the availability of State-level and District-level supports and instruction to assist him/her in achieving a passing score. Such information will include, but is not limited to, State-level test information guides, School District preparation resources, and preparation courses offered by State universities and Florida college system institutions.

CERTIFICATION

A. State Certification

For purposes of this policy, "primary instructor" refers to any instructional employee of a Florida public school district who provides direct support in the learning process by planning, delivering, and evaluating instruction, including through virtual or blended environments, for all students during the entire class period.

Teachers who teach in classes for which FEFP funds are earned shall be certified teachers as defined in F.S. 1012.56 and the Florida State Board of Education Administrative Rule, F.A.C. 6A-1.0503 and 6A-1.0502.

B. In-Field

To be considered "in-field", a primary instructor must meet one of the following qualifications:

1. the teacher is assigned to a course covering subject matter for which the teacher holds a certificate per F.S. 1012.55; or

2. demonstrates sufficient subject matter expertise as determined by F.A.C. 6A-1.0503 (2ah).

F.S. 1012.42

C. District Certification

Nondegreed Vocational Certificate: It is the intent of the Board that nondegreed vocational instructional personnel possess the credentials, knowledge, and/or expertise necessary to provide quality education in the School District. The purpose of District certification is to provide evidence of instructional qualifications in order to protect the interest of students, parents, and the public. The requirements for District certification may be found in the Board Nondegreed Vocational Employment and Certification Procedures.

D. Adjunct Teaching Certificate:

The District may issue an adjunct teaching certificate to an instructional applicant who meets the requirements of s. 1012.56 (2) (a)-(f) and (10) and who has expertise in the subject area to be taught as evidenced by passing a subject area test.

Each adjunct teaching certificate is valid through the term of the annual contact between the educator and the District. An additional annual certification and an additional contract may be awarded by the District at the District's discretion but only if the applicant is rated effective or highly effective during each year of teaching under the adjunct teaching certificate.

The District **may** ~~mayshall~~ issue an adjunct teaching certificate to any applicant who fulfills the requirements of State law and who has subject-area expertise in the subject to be taught. An applicant will be considered to have expertise in the subject matter to be taught if the applicant demonstrates sufficient subset-area mastery through passage of a subject -area test. An adjunct teaching certificate may be for a part-time or full-time teaching position; however, an adjunct teaching certificate issued for a full-time teaching position is valid for no more than three (3) years and is nonrenewable.

The District will post requirements on its website for the issuance of an adjunct teaching certificate, including the subject area test through which an applicant demonstrates subject area mastery, and shall annually report to the FLDOE the number of adjunct teaching certificates issued for part-time and full-time teaching positions pursuant to this provision.

The Board may revoke a District certificate for cause. The application fee for the District Vocational Certificate and the Adjunct Teaching Certificate shall be the same as a State-issued Educator's Certificate.

CERTIFICATED PERSONNEL

Any person employed in a position requiring certification shall possess a valid certificate issued pursuant to Florida law or issued by the Board and shall file said certificate with the Superintendent.

ALTERNATIVE CERTIFICATION

The alternative certification program is a competency-based program designed to expand the pool of educators to include non-education majors committed to making a positive impact on student achievement. The procedures for this program may be found in the District Alternative Certification Program.

LICENSED PERSONNEL

Speech pathologists, occupational therapists, physical therapists, and audiologists will receive contracts, salary, and benefits. To be eligible for employment these individuals must hold a license to practice in the State of Florida.

ADDITIONAL REQUIREMENTS FOR CORE AREA TEACHERS

All core area teachers employed by the District shall be certified in field. Core area teachers are defined in State and Federal law to include English, reading or language arts, mathematics, science, foreign languages, civic and government, economics, arts, history, and geography. This also includes Exceptional Student Education teachers who teach core area subjects.

Pursuant to Federal law, the specific requirements to attain in-field certification are established by the Florida Department of Education and are set forth in AP 3120.

The District must have a plan and show annual progress towards meeting these teacher qualification requirements.

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Revised 7/27/21
Revised 5/24/22
Revised 12/13/22

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6480 - **EXPENDITURES**

Expenditures from District and all other funds available for the public school program shall be authorized by law and procedures prescribed by the School Board. The Board may permit expenditures to exceed the amount budgeted by function and object, provided the expenditure complies with F.S. 1011.09(4). Such an expenditure may be approved so long as the Board amends the budget and provides a full explanation of any amendments at the next scheduled Board meeting.

Furthermore, pursuant to State law, the District, or any person acting on behalf of the District, may not expend public funds (that is, any funds under the jurisdiction or control of the District) for a political advertisement or any other communication sent to electors concerning an issue, referendum, or amendment, including State questions, that is subject to a vote of the electors.

This statutory prohibition applies to a communication initiated by the District, irrespective of whether the communication is limited to factual information or advocates for the passage or defeat of an issue, referendum, or amendment.

However, F.S. 106.113(2) permits the District, and any person acting on behalf of the District, to:

a. report on official actions of the Board/District in an accurate, fair, and impartial manner;

b. post factual information on the District's website or in printed materials;

c. host and provide information at a public forum;

d. provide factual information in response to an inquiry; and,

e. provide information as otherwise authorized or required by law.

Accounts Payable

The payment of purchase orders, contracts, invoices, and utilities shall be made in accordance with the approved budget and pursuant to State statutes.

Payroll

1. No payment shall be made except to properly authorized and approved personnel and shall begin at the time employment is authorized.

2. Payments shall be based upon a Board-adopted salary schedule for each position.

3. Employees shall be paid in accordance to their work calendar and the payroll schedule.

4. Salary adjustments shall be paid on a subsequent payroll period.

5. Principals and department heads shall be responsible for submitting accurate payroll records in accordance with established time schedules and procedures.

6. Employees shall be paid by direct deposit.

Overtime Payment

Authorization to work overtime must be by prior approval of the department head or principal.

If any financial conditions exist as set forth in Policy 6233, the Board will not make expenditures for travel outside of the District or for cellular phones, cellular phone service, personal digital assistants, or any other mobile wireless communication device or service, including text messaging, whether through purchasing, leasing, contracting, or any other method, while the financial conditions exist.

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Revised 1/25/22
Revised 12/13/22
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8320 - **RECORDS MANAGEMENT**

The Superintendent is the officer charged by law with the responsibility of maintaining the office having public records and is the custodian thereof.

The ~~Bureau of Archives and Records Management~~Division of Library and Information Services

The ~~Bureau of Archives and Records Management Decision~~ Division of Library and Information Services in the Department of State (Division) establishes standards for controlling, retaining, destroying, and preserving public records. The Superintendent must adhere to these standards.

Records Management Responsibilities

The Superintendent has the responsibility to comply with State statutes, and designate a Records Management Liaison Officer (RMLO) for the District. The Records Management Liaison Officer functions as the primary point of contact between the District and the ~~Bureau of Archives and Records Management~~Division.

Records Retention Schedule

~~Each School District is required by law to submit a request for records retention to the Bureau of Archives and Records Management for all record series being used by the District~~The Superintendent will comply with applicable general records schedule(s) established by the Division. For any record series that is not covered by a general records schedule, the Superintendent will request from the Division a records retention schedule. Each records retention ~~schedule~~ request is analyzed by the ~~Bureau~~ Division to determine the document value and thus establish a period of time for which the documents are to be retained. In addition, the records retention ~~schedule~~ request is reviewed to determine whether the records merit further retention by the State in the Florida State Archives. Once approved by the ~~Bureau~~Division, the records retention schedule becomes the submitting District's official retention schedule for the record. The Records Management Liaison Officer has the responsibility of maintaining existing records retention schedules and submitting new and updated requests to the ~~Bureau~~Division.

Records Disposition/Destruction

The Superintendent shall develop administrative procedures regarding records disposition and destruction.

Report and Form Control Management Systems

The Superintendent shall also establish a reports and forms control management system. The designated Records Management Liaison Officer shall develop and operate the records and forms control management system. The School District's report control management system shall have a procedure for reviewing and disseminating reports to appropriate District staff; and the form control management system shall have a functional and current forms listing.

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8600 - **TRANSPORTATION**

It is the policy of the School Board to provide transportation for those students whose distance from their school makes this service necessary within the limitations established by State law and the regulations of the State of Florida. Such laws and rules shall govern any question not covered by this policy.

Provisions for reciprocal agreements with contiguous school districts for school bus transportation services, inspections, and screening requirements shall be in accordance with Florida statute.

School buses shall be purchased, housed, and maintained by the District for the transportation of resident students between their home areas and the schools of the District to which they are assigned.

Students living more than two (2) miles from their home school will be eligible for District provided bus transportation. Students who attend school out of their home school zone will not be eligible for District provided transportation. Students shall board the bus at the nearest designated stop and will not enter or leave the bus at any other designated stop, except upon approval of the principal or principal's designee.

Students living within two (2) miles of school may be provided District bus transportation under the following conditions:

A. Permanently disabled students, whose Individual Education Plan requires special transportation.

B. Temporarily disabled students upon request and verification of disability and length of time of disability.

C. Elementary students in kindergarten through **sixth** ~~**sixty**~~ grade who must walk through an area that meets the State criteria for hazardous walking conditions or area designated by the Board.

D. Elementary students residing within two (2) miles of their school may be provided bus transportation at the discretion of the Superintendent. This transportation will only be provided if seats are available on existing buses serving the school and the student gets to an established bus stop.

Parents of students who become or are determined to be non-eligible for school bus transportation shall be notified.

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every resident student entitled to transportation services. The Superintendent is authorized to make any necessary changes in the approved route.

The Board authorizes the installation and use of video recording devices in the school buses to assist the drivers in providing for the safety and well being of the students while on a bus.

Duties and Responsibilities of the Director of Transportation

A. Counsel with school bus operators regarding safety and efficiency of service to schools and to make recommendations to them for improvement in service.

B. Recommend to the Superintendent the initial or continued employment of bus operators, and other transportation personnel.

C. Instruct school bus operators in procedures to be followed in conducting school bus emergency evacuation drills and confer with each Principal regarding scheduling, conducting, and documenting school bus evacuation drills. These procedures shall include a requirement that all operators of school buses transporting students, teachers, or chaperones on field and activity trips instruct all passengers in the locations and proper use of school bus emergency exits prior to each such trip.

D. Counsel with bus operators regarding operator responsibility and authority, as well as job performance.

The Director of Transportation shall consider the knowledge, skills, and abilities related to student

management techniques, as well as the characteristics of students with disabilities, when selecting or assigning operators and attendants for routes serving ESE students.

Duties and Responsibilities of the Principal

A. Assume responsibility under the direction of the Superintendent for all student disciplinary cases that arise in connection with transportation in accordance with Florida statutes, Florida State Board Rule, and the Student Code of Conduct.

B. Instruct students as a part of their safety program on the rules pertaining to student transportation, walking to and from school, bicycle, and other vehicle operations.

C. Develop at the school a parking policy for the safety of students, visitors, and staff while operating or parking personal vehicles on campus.

D. Conduct, at a minimum, during the first six (6) weeks of each semester, school bus evacuation drills, and maintain documentation for these drills.

E. Develop a plan for the supervision of transported students who arrive early or remain late.

F. Designate places for students to get on and off school buses at the school site, and provide supervision of the loading/unloading zone.

G. Provide instruction for all transported students in safe practices on and off the bus during the first six (6) weeks of the first semester of the school year.

H. Request authority in writing for transportation of students on field trips and activity trips, or other special trips, and to plan such trips in accordance with policies approved by the Board.

Duties and Responsibilities of the Bus Operator

A. Pass all required physical examinations and meet such requirements as may be prescribed by State law, State Board rules, or Board policy.

B. Be clean and neat in appearance, and to refrain from wearing shoes that are not securely held on the foot.

C. Refrain from use of tobacco while operating the bus, as well as the use of profane language in the presence of the students. Operators shall not use or be under the influence of alcohol, illicit drugs, or any substance that may impair the operator's alertness or performance while on duty. Operators shall not carry firearms while on Board property.

D. Prescribe, in cooperation with the Principal, the seating arrangements of students.

E. Report needed changes in school bus transportation to the Director of Transportation including, but not limited to, bus loads, bus deficiencies, road hazards, routes, and schedules.

F. Study and observe all laws, rules of the State Board, and policies of the Board relating to transportation.

G. Attend and participate in conferences and training classes for school bus operators, and be prepared at any time to pass successfully a reasonable examination concerning traffic laws, State and local transportation rules, and driving skills.

H. Require that transported students observe all rules prescribed by law, State Board rule, and the policies of the Board.

I. Maintain order and discipline, under the direction of the Principal, on the part of every passenger.

J. Permit students to leave the bus only at their assigned stop, except upon written authorization of the Principal.

K. Observe all procedures incorporated in the Florida Department of Education Basic School Bus Operator's Curriculum.

L. Instruct transported students in safe riding practices.

M. Require all passengers to remain seated and to keep aisles and exits clear.

N. Participate in emergency evacuation drills at least once each school semester under the direction of the Principal.

O. Use the bus, if it is publicly owned, only to transport students to and from school, except upon specific direction of the Superintendent or the Principal upon written authorization by the Superintendent.

P. Prepare immediately after every accident involving the bus or a school bus passenger an accident report to be filed with the Director of Transportation.

Q. Ascertain and ensure that all persons are off the bus before filling fuel tank.

R. Drive always at a safe speed and never in excess of the legally posted speed limit in business or residential districts, or fifty-five (55) miles per hour outside business or residential districts.

S. Cooperate with duly authorized school officials, mechanics and other personnel in the mechanical maintenance and repair of the bus, and in overcoming hazards that threaten the safety or efficiency of service.

T. Inspect the bus daily prior to the beginning of the first daily trip, and report any defect affecting safety or economy of operation immediately to authorized service personnel. The inspection shall include all items identified in the procedures related to the mandatory daily inspection in the Basic School Bus Operator Curriculum.

U. Keep the bus clean and neat at all times and not affix any stickers or other unauthorized items to the interior or exterior of buses.

V. Prepare reports, keep all records required, and otherwise assist school officials in mapping bus routes, planning schedules and in obtaining information for a continuous study of all phases of transportation service.

W. Wear a seat belt at all times when the bus is in operation.

X. Use roof-mounted white flashing strobe lights, if the bus is so equipped, whenever headlights are required to be used due to reduced visibility conditions pursuant to F.S. 316.217(1)(b), except that insufficient light due only to the time of day or night shall not require use of the strobe light.

Y. Report the following immediately to the Director of Transportation, Principal, or other designated officials:

1. misconduct on the part of any student while on the bus or under the operator's immediate supervision;

2. complaints requiring attention of school authorities;

3. any hazards arising that would offer either an actual or a potential threat to the safety of students in the operator's care;

4. causes for failure to maintain school bus time schedule; and

5. overloaded conditions on the bus that exceed the rated capacity of the bus.

Z. Perform a complete interior inspection of each bus after each run and trip to ensure no students are left on board.

AA. Maintain as far as practicable by patient and considerate treatment of parents a feeling of security in the safety of students transported.

The Superintendent shall require that bus operators, and attendants if used, are instructed as to their responsibilities for students who are transported at public expense as follows:

A. The operator or attendant of a bus transporting students shall remain with the bus so that students aboard will be under supervision at all times, except to call for assistance in case of an emergency or accident involving the students or bus.

B. In cases where a student with physical disabilities is unable to leave the area of a student stop without assistance, the school bus operator shall not assume responsibility for such assistance except in an emergency that threatens the safety of such student or students.

C. The operator and attendant (if used) shall be provided certified cardiopulmonary resuscitation (CPR) and first aid training ~~related to~~along with other required pre-service training prior to transporting students, and shall receive CPR and first aid refresher in-service training at least biennially; however, the operator and attendant (if used) shall not give medicine and shall limit ~~his/her~~their assistance to that which may normally be expected of a reasonable, prudent person or as specified in the student's Individual Educational Plan or Individualized Seizure Action Plan.

D. School bus operators and attendants (if used) shall receive information regarding each affected student's Individualized Seizure action Plan and appropriate training regarding how to provide recommended care if the student shows symptoms of the epilepsy or seizure disorder, in accordance with F.S. 1006.062. The student's parent and emergency contact information will also be provided to bus operators and attendants.

The Superintendent shall also require that bus operators and attendants are provided instructions, in writing, as to any special conditions or non-medical care which a student may need while on the bus.

Parents, guardians, and students shall be informed at least annually in writing of their responsibilities for the following:

A. to ensure the safe travel of their students during the portions of each trip to and from school and home when the students are not under the custody and control of the District, including during each trip to and from home and the assigned bus stop when the District provides bus transportation;

B. to ensure that students ride only on their assigned school buses and get off only at assigned bus stops, except when the District has approved, upon the request of the parent or guardian, alternative buses or arrangements;

C. to ensure students are aware of and follow the District's adopted Code of Student Conduct while the students are at school bus stops and provide necessary supervision during times when the bus is not present; and

D. to ensure that, when the physical disability of the student renders the student unable to get on and off the bus without assistance, the parent or guardian provides the necessary assistance to help the student get on and off at the bus stop, as required by District policy or the student's individual educational plan.

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AGENDA ITEM NO. 15.1

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply for a Students with Unique Abilities (SUA) Program for Manatee Technical College (MTC) with the Florida Postsecondary Comprehensive Transitions Program (FPCTP), No Financial Impact.

Executive Summary
The School District of Manatee County through Manatee Technical College must be approved through an application process through the Florida Postsecondary Comprehensive Transition Program (FPCTP) to host the Students with Unique Abilities (SUA) program.

Signed into law by Florida's governor on January 23, 2016, the Florida Postsecondary Comprehensive Transition Program Act (the Act) (FS 1004.6495) established the Florida Center for Students with Unique Abilities at the University of Central Florida (the Center) and charged the Center with managing the Florida Postsecondary Comprehensive Transition Program (FPCTP) application and approval process. The Act also established criteria for FPCTP approval, scholarship awards for eligible students to attend approved programs, grant awards to promote new program development and existing program enhancements, and accountability requirements associated with these opportunities.

As stated in the legislation, the purpose of the ACT is to "increase independent living, inclusive and experiential postsecondary education, and employment opportunities for students with intellectual disabilities through degree, certificate, or nondegree programs and to establish statewide coordination of the dissemination of information regarding programs and services for students with disabilities. It is the intent of the Legislature that students with intellectual disabilities and students with disabilities have access to meaningful postsecondary education credentials and be afforded the opportunity to have a meaningful campus experience." (FS §1004.6495(2))

The Students with Unique Abilities (SUA) program will be located at Manatee Technical College. The purpose of the program is to provide additional support to the SUA for entry into the workforce with skills and certifications that will benefit the students as well as the community. There will be two stages to the program to accomplish these supports. The first stage is a course that will provide the opportunity for students to gain knowledge and skills for personal development and career exploration, which will result in job placement or the opportunity to continue their postsecondary education in one of the programs at Manatee Technical College. The second stage of the program is the support of the SUA to enroll in one of the existing MTC technical programs where the students are mainstreamed with the traditional students. The result of the SUA program is for the students to obtain employment in the local workforce.

The SUA program will incorporate support from local partnerships with businesses to promote experiential training and employment opportunities for the students through opportunities such as job shadowing, internships, on-the-job training, or other workplace experiences for individual development for the goal of obtaining a career. The partners will have active participation in the development of the student's education through guest speaking, student field trips to businesses, and participation on an advisory committee to help guide the program.

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

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

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

Recommendation
The Superintendent recommends approval to apply for a Students with Unique Abilities (SUA) Program for Manatee Technical College (MTC) with the Florida Postsecondary Comprehensive Transitions Program (FPCTP), no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Departments: Exceptional Student Education and Adult, Career and Technical Education
Initiated by: Nicole Cox and Dr. Paul Gansemer

Attachments:
SUA Project Application
Board Signature Sheet SUA Application
MTC SUA Specialized Career Instruction Curriculum Framework

University of Central Florida
College of Community Innovation and Education
420 Teaching Academy
4000 Central Florida Blvd.
P.O. Box 161250
Orlando, FL 32816-1250

Florida Center for Students with UNIQUE ABILITIES

Florida Postsecondary Comprehensive Transition Program (FPCTP) Application

Application for INITIAL APPROVAL as a FPCTP

Effective MARCH 1, 2020

Section 1: Institutional Information and Contacts

1. Name of institution submitting this FPCTP application: Manatee Technical College (MTC)

2. Institution type:
   _____ University within Florida State University System
   _____ College within Florida College System
   __X__ Career center (technical college)
   _____ Charter technical career center
   _____ Independent college
   _____ Independent university

3. Primary program contact:
   a. Name: Dawn Giddens
   b. Email address: giddensd@manateeschools.net
   c. Telephone number: (941) 751-6550 ext 43179
   d. Fax number: (941) 751-7377
   e. Mailing address: 2501 63rd Ave East Bradenton, FL 34203

4. Institution's president or executive director (e.g., CEO, superintendent) supporting this application and certifying that the program has been approved by the institution's governing board:
   a. Name: Cynthia Saunders
   b. Email address: saundersc@manateeschools.net
   c. Telephone number: (941) 708-8770
   d. Fax number:
   e. Mailing address: 215 Manatee Avenue West Bradenton, FL 34205

5. Individual other than the primary program contact authorized by the institution to submit this application (if applicable):
   a. Name: Nicole Cox
   b. Email address: coxn@manateeschools.net
   c. Telephone number: (941) 751-6550 ext 43217
   d. Fax number: (941) 751-7377
   e. Mailing address: 2501 63rd Ave East Bradenton, FL 34203

Section 2: Student Eligibility and Admission

1. Describe how students with intellectual disabilities are/will be **recruited** to enroll in the proposed FPCTP.
   a. Students will be recruited into the program through a variety of existing collaborations. This includes Vocational Rehabilitation (VR), high school department chairs, high school teachers, and Exceptional Student Education Specialists. Additional recruitment efforts will occur during the Manatee County Exceptional Student Education (ESE) Agency Fair and Sarasota County Exceptional Student Education Agency Fair.

2. Describe the process through which student **eligibility will be verified**, including the documentation used to determine eligibility:

   a. Process and documentation to determine eligibility:
      1. Process: Completion of Program Application
      2. Documentation of Intellectual Disability through one or more of the following:
         a. Copy of Official Transcript (or GED equivalent)
         b. Final IEP and Summary of Performance (SOP)
         c. Vocational Rehabilitation Counselor
         d. Physician Statement
      3. Students will be provided with a checklist for requirements and an application for admission.

   b. Name and title of individual (or group) who makes eligibility determination:

      The EDGE director will be responsible for making sure applicants have the required eligibility before moving on to admissions selection.

3. Describe how the final decision to *admit* students with intellectual disabilities to the FPCTP will be made:
   a. Criteria used to make admission decision:

      The EDGE selection committee will utilize a rubric and face-to-face interview to determine acceptance into the program.

b. Name and title of individual (or group) who makes the final admission decision:
The EDGE selection committee will be comprised of MTC administrators, admissions, and school district personnel.

4. Maximum number of students the program expects to serve each year:
The maximum number of students to be served each year is twenty. The thought being the inaugural class will have ten students and after completion of their first year, the next cohort to enter will also have ten, bringing the program to twenty.

Section 3: Assessment and Advising

1. Describe how **assessments** of students' interests, skills, and needs are:
   a. Conducted – Within Stage 1 (S1) Life Skills and Career Discovery, students will complete a multitude of interest surveys highlighting the available programs and outside areas of interest. Students' SOPs will also be reviewed and utilized.

   b. Used to identify a student's targeted "program of study" - After completion of interest surveys and review of the SOP students will have the opportunity to audit the five programs (Advanced Manufacturing and Production Technology, Advanced Automotive Service Technology, Baking and Pastry Arts, Professional Culinary Arts & Hospitality, and Electrical assistant) available at MTC. Once audits are finished students will complete a personal assessment of the course and their thoughts/feelings towards that particular program.

   c. Used to develop his/her "program of study" - After course audits are completed and interest surveys reviewed, students will sit with their teacher(s) and or advisor to discuss their options moving forward within the program. If a student finds a program, they are interested in and have satisfactory marks they can apply to enroll within that program for the following term (please note a spot is not guaranteed.)

2. Describe the program's **advising structure** - Students enrolled at Manatee Technical College will utilize the advising structure of their peers. The Admissions Officer provides all potential students with informational sessions, one on one admission meetings, program audits, and enrollment support. After a student is accepted, they meet with the instructor on a regular basis. Instructor/student meetings review the students' academic progress, attendance, career ready practice, and placement.

Section 4: Program Description

1. Proposed Florida Postsecondary Comprehensive Transition Program (FPCTP) name: Project Empower Develop Grow Educate (EDGE)

2. Select the option that best describes the program for which the Institution is submitting a FPCTP application:
   __X__ A new program to serve students with intellectual disabilities specifically

_____ An existing program currently serving students with intellectual disabilities specifically, but not an approved FPCTP

3. Year in which your FPCTP will admit students: 2024-2025

4. Enter the number of students:

__0__ Enrolled in your existing program in the current year (enter 0 if this application is for a new program)

__10__ Number of students projected to enroll in your program next year

__10__ Number of students projected to enroll in your program the year after that

5. The FPCTP Act requires that students attend the FPCTP no less than on a half-time basis.

a. How is *half-time basis* defined at the institution? Half-time is 2.5 hours daily. For example, 100 days would equal 500 hours of student attendance, therefore the student would need more than 250 hours.

b. How do students enrolled in the program meet the requirement "to participate on not less than a half-time basis"? When students enroll, they sign an agreement of expectation as to what is required for them to maintain eligibility within the program. Daily attendance helps to monitor time within the classroom.

6. In which college, department, administrative unit, or other institutional component will the FPCTP "live" at the institution? That is, in what area of the institution will the FPCTP be "housed?"

OPTIONS – CHOOSE ONLY 1

For whatever one is checked, open a text box to identify the unit/explain the selection

_____ Academic unit (e.g., college, department, etc.)

__X__ Continuing education

_____ Administrative unit other than academic unit or continuing education (e.g., student services)

____ School district unit

_____ Other

7. Provide a general summary – like an abstract – of the proposed FPCTP:

The program will be offered in two segments termed Stage 1 (S1) and Stage 2 (S2). During S1, students will take the life skills and career discovery courses that will provide education to include but not be limited to finance, time management, transportation, effective communication, self-care, building relationships, stress management, organizational skills, etc. During this course, they will also be introduced to the five (Advanced Manufacturing and Production Technology, Advanced Automotive Service Technology, Baking and Pastry Arts, Professional Culinary Arts & Hospitality, and Electrical assistant) postsecondary career options available at MTC. It is important to note that some students may elect to exit the program upon completion of S1. This could be due to finding

employment, lack of interest in available MTC programs, or lack of interest in the program overall. S1 will be a year in length at five hours a day facilitated by a teacher and paraprofessional. S2 involves the students enrolling in one of the five aforementioned programs offered. The length of this part of the program is dependent on the track the student elects to take. These courses are facilitated by MTC staff, however, support within the class will come from the EDGE staff.

8. Which of the following best describes how the FPCTP will be "organized" at the institution? (CHOOSE ONLY ONE)

QUESTION 8 OPTION 2

__X__ A specific program, that INCLUDES more than one concentration or track, developed to meet the needs of eligible students with intellectual disabilities with a curriculum, services, and supports to facilitate student completion.

COMPLETE THE FOLLOWING:

a. What general honor/endorsement/degree will the institution award to FPCTP students upon completion of this program? ***Note – this primary credential should be something that conveys to employers that students who complete the FPCTP possess a specific set of competencies associated with successful employment.***

1. Name of the general honor/endorsement/degree: Industry Certification/ServSafe
2. Describe the general honor/endorsement/degree:

   i. Industry Certifications vary based on the track student took.

   ii. ServSafe is a food and beverage safety training and certificate program administered by the U.S. National Restaurant Association. The program is accredited by the American National Standards Institute and the Conference for Food Protection.

b. Indicate the **length of time** needed to complete the FPCTP (expressed as terms/semesters, or years): S1 is completed within a year, while S2 is dependent on which program the student enrolls. It will range from 1-2 years.

c. Indicate the UNIT of time:

   OPTIONS

   _____ Terms/semesters

   __X__ Years

   _____ Other DESCRIBE

d. Indicate the **number of hours or credits** needed to complete the FPCTP:

   S1 will take a student _500 hours_. While S2 again will depend on the program in which they are enrolled.

e. Indicate whether hours, credits, or other:

OPTIONS

__X__ Hours

_____ Credits

_____ Other DESCRIBE

f. Is there more than one level or benchmark within the FPCTP at which students may exit?

Yes or No

If yes, describe the levels or benchmarks: Students may exit their program upon completion of Occupational Completion Points (OCP's). Based on the program of study after completion of the initial OCP, some programs allow students to exit the program.

g. Do students enrolled in the FPCTP have opportunities to earn an industry-recognized certificate or certification(s)?

Yes or No

IF YES

Name the industry-recognized certificate or certification(s): ServSafe

Name another industry-recognized certificate or certification(s): OSHA-10

Name another, etc: First Aid/CPR and Microsoft Office

h. Do students enrolled in the FPCTP have opportunities to earn micro- credentials/badges(s) other than an industry-recognized certificate or certification(s)?

Yes or No

IF YES

Name the micro credentials/badges(s): Microsoft Office

i. Identify the **concentrations** or **tracks** available for students in this FPCTP: During S1 students will complete Life Skills and Career Discovery. While S2 will vary for each student based on one of five tracks (Advanced Manufacturing and Production Technology, Advanced Automotive Service Technology, Baking and Pastry Arts, Professional Culinary Arts & Hospitality, and Electrical assistant)

FOR EACH CONCENTRATION/TRACK

1. Name of the concentration/track - **Advanced Manufacturing and Production Technology**

2. Will the institution award a credential, other than the general FPCTP credential, to students upon completion of this concentration/track?

Yes or No

IF YES

a. Name of credential:

b. Describe the credential:

3. The time to complete this concentration/track is (select 1)
   ____ Included in or the same as the time specified for the overall FPCTP? **SKIP TO 8**
   __X__ In addition to the time specified for the overall FPCTP?

4. Indicate the **length of time** needed to complete the concentration/track (expressed as terms/semesters, or years): 600 Hours

5. Indicate the UNIT of time:
   OPTIONS
   _____ Terms/semesters
   _____ Years
   __X__ Other DESCRIBE: This is a technical college program requiring 600 hours.

6. Indicate the **number of hours or credits** needed to complete the concentration/track: 600

7. Indicate whether hours, credits, or other:
   OPTIONS
   __X__ Hours
   _____ Credits
   _____ Other DESCRIBE

8. Is there more than one level or benchmark within the concentration/track which students may exit?
   Yes or No – Students need to complete OCP's A-D
   If yes, describe the levels or benchmarks:

OCP	Course Number	Course Title	Teacher Certification	Length	SOC Code
A	ETI0400	Entry-Level Production Worker	AUTO PROD 7G ELECTRONIC @7 7G ENG 7G TECH ED 1 @2 ENG&TEC ED1@2	150 hours	51-1011
B	ETI0431	Production Quality and Assurance		150 hours	51-1011
C	ETI0432	Manufacturing and Production Processes		150 hours	51-1011
D	ETI0453	Manufacturing and Production Maintenance		150 hours	51-1011

9. Do students enrolled in the concentration/track have opportunities to earn an industry-recognized certificate or certification(s)?
   Yes or No
   IF YES

a. Name the industry-recognized certificate or certification(s): Certified SolidWorks Associate (CSWA)
   Name another industry-recognized certificate or certification(s): Certified SolidWorks Professional (CSWP)

10. Do students enrolled in the concentration/track have opportunities to earn micro-credentials/badges(s) other than an industry-recognized certificate or certification(s)?

    Yes or No

    IF YES

    Name the micro-credentials/badges(s)

1. Name of the concentration/track: **Advanced Automotive Service Technology**

2. Will the institution award a credential, other than the general FPCTP credential, to students upon completion of this concentration/track?

    Yes or No

    IF YES

    a. Name of credential:

    b. Describe the credential:

3. The time to complete this concentration/track is (select 1)

    ____ Included in or the same as the time specified for the overall FPCTP? **SKIP TO 8**

    __X__ In addition to the time specified for the overall FPCTP?

4. Indicate the **length of time** needed to complete the concentration/track (expressed as terms/semesters, or years): 2400 hours
5. Indicate the UNIT of time:

    OPTIONS

    _____ Terms/semesters

    _____ Years

    __X__ Other DESCRIBE: This is a technical college program requiring 2400 hours.

6. Indicate the **number of hours or credits** needed to complete the concentration/track: 2400

7. Indicate whether hours, credits, or other:

    OPTIONS

    __X__ Hours

    _____ Credits

    _____ Other DESCRIBE

8. Is there more than one level or benchmark within the concentration/track which students may exit?

    Yes or No

If yes, describe the levels or benchmarks: The sequence of OCP's, after completing and/or demonstrating mastery of OCP-A (Automotive Maintenance Technician), is at the discretion of the instructor.

OCP	Course Number	Course Title	Teacher Certification	Length	SOC Code
A	AER0011	Automotive Maintenance Technician	AUTO IND @7 %7 %G AUTO MECH @7 7G	400 hours	49-3023
B	AER0118	Advanced Engine Repair Technician		200 hours	49-3023
C	AER0258	Advanced Automatic Transmission and Transaxle Technician		200 hours	49-3023
D	AER0275	Advanced Manual Drivetrain and Axle Technician		200 hours	49-3023
E	AER0459	Advanced Automotive Suspension and Steering Technician		200 hours	49-3023
F	AER0419	Advanced Automotive Brake System Technician		200 hours	49-3023
G	AER0319	Advanced Automotive Electrical/Electronic System Technician		400 hours	49-3023
H	AER0173	Advanced Automotive Heating and Air Conditioning Technician		200 hours	49-3023
I	AER0506	Advanced Automotive Engine Performance Technician		400 hours	49-3023

9. Do students enrolled in the concentration/track have opportunities to earn an industry-recognized certificate or certification(s)?

   Yes or No

   IF YES

   Name the industry-recognized certificate or certification(s): National Institute for Automotive Service Excellence (ASE) Breaks

   Name another industry-recognized certificate or certification(s):

   ASE Engine Performance

   Automatic Transmission

   Breaks

   Electrical Systems

   Engine Performance

   Engine Repair

   Heating and Air Conditioning

   Manual Drive Train

   Suspension and Steering

10. Do students enrolled in the concentration/track have opportunities to earn micro-credentials/badges(s) other than an industry-recognized certificate or certification(s)?

    Yes or No

    IF YES

    Name the micro-credentials/badges(s)

    Name another micro-credentials/badges(s)

    Name another micro-credentials/badges(s)

1. Name of the concentration/track: **Baking and Pastry Arts**

2. Will the institution award a credential, other than the general FPCTP credential, to students upon completion of this concentration/track?
   Yes or No
   IF YES
   a. Name of credential:
   b. Describe the credential:

3. The time to complete this concentration/track is (select 1)
   ____ Included in or the same as the time specified for the overall FPCTP? **SKIP TO 8**
   __X__ In addition to the time specified for the overall FPCTP?

4. Indicate the **length of time** needed to complete the concentration/track (expressed as terms/semesters, or years): 600 hours
5. Indicate the UNIT of time:
   OPTIONS
   _____ Terms/semesters
   _____ Years
   __X__ Other DESCRIBE: This is a technical college program requiring 600 hours.

6. Indicate the **number of hours or credits** needed to complete the concentration/track: 600

7. Indicate whether hours, credits, or other:
   OPTIONS
   __X__ Hours
   _____ Credits
   _____ Other DESCRIBE

8. Is there more than one level or benchmark within the concentration/track which students may exit?
   Yes or No
   If yes, describe the levels or benchmarks:

9. Do students enrolled in the concentration/track have opportunities to earn an industry-recognized certificate or certification(s)?
   Yes or No
   IF YES
   Name the industry-recognized certificate or certification(s): ServSafe Certified Food Handler
   Name another industry-recognized certificate or certification(s):

Name another industry-recognized certificate or certification(s)

etc

10. Do students enrolled in the concentration/track have opportunities to earn micro-credentials/badges(s) other than an industry-recognized certificate or certification(s)?

    Yes or No

    IF YES

    Name the micro-credentials/badges(s)

1. Name of the concentration/track: **Professional Culinary Arts & Hospitality**

2. Will the institution award a credential, other than the general FPCTP credential, to students upon completion of this concentration/track?

    Yes or No

    IF YES

    a. Name of credential:
    b. Describe the credential:

3. The time to complete this concentration/track is (select 1)

    ____ Included in or the same as the time specified for the overall FPCTP? **SKIP TO 8**

    __X__ In addition to the time specified for the overall FPCTP?

4. Indicate the **length of time** needed to complete the concentration/track (expressed as terms/semesters, or years): 1200 hours

5. Indicate the UNIT of time:

    OPTIONS

    _____ Terms/semesters

    _____ Years

    __X__ Other DESCRIBE: This is a technical college program requiring 1200 hours.

6. Indicate the **number of hours or credits** needed to complete the concentration/track: 1200

7. Indicate whether hours, credits, or other:

    OPTIONS

    __X__ Hours

    _____ Credits

    _____ Other DESCRIBE

8. Is there more than one level or benchmark within the concentration/track which students may exit?

   Yes or No

   If yes, describe the levels or benchmarks:

9. Do students enrolled in the concentration/track have opportunities to earn an industry-recognized certificate or certification(s)?

   Yes or No

   IF YES

   Name the industry-recognized certificate or certification(s): Servsafe Certified Food Handler

10. Do students enrolled in the concentration/track have opportunities to earn micro-credentials/badges(s) other than an industry-recognized certificate or certification(s)?

    Yes or No

    IF YES

    Name the micro-credentials/badges(s)

1. Name of the concentration/track: **Electrical Helper**

2. Will the institution award a credential, other than the general FPCTP credential, to students upon completion of this concentration/track?

   Yes or No

   IF YES

   a. Name of credential:
   b. Describe the credential:

3. The time to complete this concentration/track is (select 1)

   ____ Included in or the same as the time specified for the overall FPCTP? **SKIP TO 8**

   __X__ In addition to the time specified for the overall FPCTP?

4. Indicate the **length of time** needed to complete the concentration/track (expressed as terms/semesters, or years): 1500 hours

5. Indicate the UNIT of time:

   OPTIONS

   _____ Terms/semesters

   _____ Years

   __X__ Other DESCRIBE: This is a technical college program requiring 1500 hours.

6. Indicate the **number of hours or credits** needed to complete the concentration/track: 1500

7. Indicate whether hours, credits, or other:

   OPTIONS

   __X__ Hours

   _____ Credits

   _____ Other DESCRIBE

8. Is there more than one level or benchmark within the concentration/track which students may exit?

   Yes or No

   If yes, describe the levels or benchmarks: This program is a planned sequence of instruction consisting of four occupational completion points. The recommended sequence allows students to complete specified portions of a program for employment or to remain for advanced training. A student who completes the applicable competencies at any occupational completion point may either continue with the training program or terminate as an occupational completer.

OCP	Course Number	Course Title	Teacher Certification	Length	SOC Code
A	BCV0603	Electrician Helper	ELECTRICAL @7 7G IND ENGR 7G TEC ED 1@2 ENG&TEC ED1@2	300 Hours	47-3013
B	BCV0640	Residential Electrician	ELECTRICAL @7 7G	450 Hours	47-2111
C	BCV0652	Commercial Electrician		450 Hours	47-2111
D	BCV0667	Industrial Electrician		300 Hours	47-2111

9. Do students enrolled in the concentration/track have opportunities to earn an industry-recognized certificate or certification(s)?

   Yes or No

   IF YES

   Name the industry-recognized certificate or certification(s): National Center for Construction Education & Research (NCCER) Electrical Level 1

   Name another industry-recognized certificate or certification(s): National Center for Construction Education & Research (NCCER) Electrical Level 2

   Name another industry-recognized certificate or certification(s) National Center for Construction Education & Research (NCCER) Electrical Level 3

   National Center for Construction Education & Research (NCCER) Electrical Level 4

   Home Builders Institute (HBI) Pre-Apprenticeship Certificate Training Electrical

   National Center for Construction Education & Research (NCCER) CORE

10. Do students enrolled in the concentration/track have opportunities to earn micro-credentials/badges(s) other than an industry-recognized certificate or certification(s)?

    Yes or No

    IF YES

    Name the micro-credentials/badges(s)

9. The FPCTP Act requires that students with intellectual disabilities are socially and academically integrated, to the maximum extent possible, with nondisabled students. Describe how students enrolled in your program participate in one or more of the following activities **with nondisabled students**:
    a. Regular enrollment in credit-bearing courses –
        a. S1 Students will be with like peers the first year with the exception of auditing classes in the Spring.
        b. S2 students will be with non-disabled peers at MTC for roughly 90% of the day. Their last hour will be enrichment/review of the day's work.
    b. **Auditin**g or participating in courses for which the student does not receive academic credit
        a. S1 students will preview programs in the Spring.
        b. S2 students will already be enrolled in MTC programs for credit.
    c. Enrollment in **noncredit bearing**, **nondegree** courses: N/A as this is a technical college.
    d. **Internships** or work-based learning
        a. S1 students have the possibility of internships with business and community partners.
        b. S2 students have work based learning during class.

Section 5: Employment Opportunities

1. Describe the program's **plan for partnerships with businesses** to promote experiential training and employment opportunities for students with intellectual disabilities.
    i. The EDGE director will work on creating partnerships within the county based on student's interest surveys and the program they elect to enroll in. The goal is to create a bank of varied employers who students are able to audit and possibly gain employment.
2. Describe the **employment opportunities** available through the program to students **while** enrolled in the program.
    i. Employment opportunities will be varied while enrolled in the program. S1 students may find employment while auditing a job during the career development ent portion of their course. The goal for S2 students is for them to find employment by the time they complete their program. MTC has connections to many employers within our county and surrounding to help students obtain gainful employment.
3. Describe how the program connects students to **employment opportunities** upon successful **completion** of the program.
    i. For S2 students' employment opportunities will come primarily from their instructors who have connections within the community and surrounding areas. However, Project EDGE staff will also work with students to look for additional employment opportunities based on location and availability.

Section 6: Performance Indicators

The Florida Postsecondary Comprehensive Transition Program Act (FS 1004.6495) requires each approved program to define student's *satisfactory academic progress (SAP)* and to submit an annual report to the Florida Center for Students with Unique Abilities (FCSUA) **by August 1** each year regarding performance indicators specified in the Act and by the Center. The indicators include both program level (e.g., credential(s) offered), recruitment strategies, etc.) and student level information (e.g., demographics, SAP status, employment outcomes, etc.).

1. Describe the **performance indicators** established to determine a **student's *satisfactory academic progress (SAP)***. That is, what standard will be applied to evaluate a student's performance in terms of making SAP? Also describe how and when SAP will be assessed and the strategies to be used if it appears a student is not making SAP.

   For S1 students their SAP will be assessed after each chapter of the text. Assessments can range from traditional tests/quizzes to oral presentations, interviews with peers, research Assignments etc. For those students who are having difficulties with a particular unit, remediation will be offered and content re-taught. S2 students will vary based on their instructor. However, Project EDGE staff will be in contact with instructors to make sure students are staying on track to meet class objectives.

2. In line with the Florida Postsecondary Comprehensive Transition Program Act (FS 1004.6495), the FCSUA provides detailed information at **www.fcsua.org** regarding **performance indicators** required in the annual report for which **all** approved FPCTPs are responsible. Both programmatic and student level information are included, such as but not limited to the following: # applicants, admissions rate, enrollment, student retention, students meeting SAP, course completion, program completion, student learning, post-program employment status of students who successfully complete the program, wage level of students who successfully complete the program, industry certifications earned, and student demographics. Please describe any **additional performance indicators** to be used to measure the FPCTP's success.

   No other performance indicators will be measured at this time.

3. Identify the individual(s) responsible for collecting the data regarding the FCSUA-required performance indicators and the institution's additional performance indicators. Also describe when and how the data are/will be collected and used for program improvement.

Data for FCSUA will be collected by the program coordinator. This information will be collected at the end of every unit and compiled in preparation for the deadlines set forth by the FCSUA.

Section 7: Program Sustainability

1. Briefly describe the institution's 5-year plan for the program regarding:
   a. Projected enrollment – Does the institution expect enrollment in the FPCTP to increase over the next 5 years? If so, what are the current projections for enrollment **each year** through the next 5 years?

Year	Number of Students
2024 -2025	Cohort 1 – 10 students
2025 - 2026	Cohort 2 – 10 students and any prior cohort students who elected to attend a tech program.
2026 - 2027	Cohort 3 – 10 students and any prior cohort students who elected to attend a tech program.
2027 - 2028	Cohort 4 – 10 students and any prior cohort students who elected to attend a tech program.
2028 - 2029	Cohort 5 – 10 students and any prior cohort students who elected to attend a tech program.

b. Sustainability – How will the institution operate the FPCTP the next 5 years in terms of funding, staff, and other operational expectations? The goal is to have funding for the first three years provided by the FPCTP Initial Grant. Moving forward the program would apply for the FPCPT Continuing Grant while also looking at other funding opportunities to support staff and operational expenses.

c. From what sources of funding will the institution draw upon to sustain the program and support student participation (such as private donations or sponsorships, scholarships, grant funding, etc.) The primary source of funding will come from the FPCPT grant. However, additional funds will come from other grants applied for and community outreach to support student enrollment.

Section 8: Federal Approval as a Comprehensive Transition and Postsecondary Program

The Florida Postsecondary Comprehensive Transition Program Act (FS 1004.6495) requires an institution to provide:

a. Evidence that it currently offers a federally approved comprehensive transition and postsecondary (CTP) program via Title IV that is eligible for federal student aid programs,
b. Documented evidence of the submission of an application for such federal approval of a program proposed by the institution, or
c. Documentation demonstrating the commitment of the institution's governing board to submit an application within the subsequent academic year for federal approval of a program pursuant to 20 U.S.C. s. 1140.

If the institution has received approval for the CTP or has submitted an application for approval, **upload** the application materials and documentation (including the letter to the institution's accrediting body) into the online portal as part of the FPCTP Application process.

1. Indicate the status of the institution's federally approved CTP program below:

   _____ The institution has received federal approval of the proposed program.

   _____ The institution has submitted an application for a federally approved program and is awaiting a decision. The application was submitted on this date: _____.

   __X__ The institution's application for federal approval has not been submitted. The institution is committed to submitting the application no later than the following date: June 1, 2023.

Upload relevant Federal CTP Documents as applicable:

- Federal CTP Application Submitted
- Letter to Accrediting Agency
- Notice of Federal Approval of CTP Application

UPLOAD FILES … OR DROP FILES

Section 9: Upload Supplemental Application Materials

- **New** FPCTP applications must include evidence that the institution's governing board has approved the proposed FPCTP (e.g., official minutes that include the board's action regarding the program).
- All applications – **new and renewal** – must include the president's, superintendent's or CEO's letter of commitment. This letter must reference the governing board's approval and the date it was approved. For **new** applications, the date is the date of the board's meeting during which the proposed FPCTP was approved. For renewal applications, this is the date that the board acknowledged continuing support for the proposed FPCTP.
- Applications must also include a copy of the institution's Federal CTP application materials and documentation (including the letter to the institution's accrediting body), if applicable.
- Additional materials including but not limited to the following may be provided:
  - Program recruitment and admissions materials
  - Curriculum materials
  - Industry certification materials
  - Agreement with business partners regarding internships and or work-based learning
  - Program evaluation plan
  - Other materials as needed

UPLOAD FILES … OR DROP FILES

Section 10: Institutional Approvals

Submission of this application indicates institutional commitment to implement the proposed program (or improve an existing program as described herein) aligned with the requirements of the

Florida Postsecondary Comprehensive Transition Program Act (FS 1004.6495), including submission of an annual report regarding program and student information as directed by the Florida Center for Students with Unique Abilities. Program implementation must occur no later than the academic year immediately following the academic year during which the FPCTP approval is granted. To maintain approval status and student eligibility to receive FPCTP scholarships, an institution must submit a renewal application to the Florida Center for Students with Unique Abilities no later than 3 years following the year during which the approval is initially granted (FS 1004.6495 s.6[b]).

1. Enter the date the institution's governing board approved the proposed FPCTP: _____

2. Signature of the Primary Program Contact or other official authorized by the institution to submit the application (to be provide via electronic signature, prompted by an email notification):

_____

Signature Date

_____

Print name

Section 11: All Uploads

Upload all other types of documentation

UPLOAD FILES … OR DROP FILES

TABLE with all documents is provided online.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Approval to Apply for a Students with Unique Abilities (SUA) Program for Manatee Technical College (MTC) with the Florida Postsecondary Comprehensive Transitions Program

May 9, 2023

Date_____ By:

_____

Superintendent, School District of Manatee County

Date_____ By:

_____

Chair, School Board of Manatee County

Florida Department of Education
Curriculum Framework

Program Title: **Specialized Career Instruction - Comprehensive**
Program Type: **Career Preparatory**
Career Cluster: **Additional CTE Programs/Courses**

Career Certificate Program	
Program Number	S990007
CIP Number	13990007SN
Grade Level	30, 31
Standard Length	900 hours
Teacher Certification	Refer to the **Program Structure** section.
CTSO	CTSO applicable to related CTE program
SOC Codes (all applicable) *	SOC applicable to related CTE program
CTE Program Resources	http://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.stml

**Additional SOC Code assignment pending.*

Purpose

This program offers a sequence of courses that provides coherent and rigorous content aligned with challenging academic standards and relevant technical knowledge and skills needed to prepare for further education and careers in the Instructional Support Services career cluster; provides technical skill proficiency, and includes competency-based applied learning that contributes to the academic knowledge, higher-order reasoning and problem-solving skills, work attitudes, general employability skills, technical skills, and occupation-specific skills, and knowledge of all aspects of the related career cluster.

The purpose of this individualized job preparatory program is to provide specialized career education for students with significant cognitive/learning disabilities who, in addition to instructional accommodations, require modifications to the CTE program in order to meet individual interests, abilities, and learning needs. The goal is integrated competitive employment in the student's chosen occupation. The program is individualized for each student and documented in an individualized plan of study (IPS). Instruction is competency-based with integrated academic, technical, and problem-solving skills. The IPS consists of standards and benchmarks selected from one or more CTE programs to create an individualized plan of study for each student. Documentation of standards and benchmarks previously mastered should be reviewed in order to develop an individualized plan of study that further guides the student toward his or her employment goals.

Additional Information relevant to this Career and Technical Education (CTE) program is provided at the end of this document.

Program Structure

This program is a planned sequence of instruction consisting of two occupational completion points. Each course includes standards and benchmarks (selected on an individual basis) from one or more of the Career and Technical Education Programs. **These standards and benchmarks must be taught in an industry certified environment or using industry standard equipment.** Course content includes but is not limited to: determining employment goals; demonstrating employability and self-advocacy skills; using technology, tools, equipment, and supplies safely and correctly; and, demonstrating personal productivity. Each course may include Job Shadowing, OJT, and Internships to further strengthen the student's learning experience throughout the career decision-making and job preparation process.

The particular outcomes and student performance standards which the student must master to complete each course must be specified on the IPS on an individualized basis. This instruction provides each student the opportunity to prepare for industry certification as stated in his/her IPS.

Once the individualized standards and benchmarks are met for a course, the student is reported as a completer. After completion, the student may either enter employment or move to the next course with a new set of individualized performance standards listed in the IPS. A student who is not able to complete the standards and benchmarks listed in his or her IPS in one semester may re-enroll in the same course the following semester in order to master the required standards and benchmarks. The IPS should be reviewed on a regular basis to determine student progress and/or the need for revision. This is a terminal program; therefore, once all six courses are completed, the OCPs are awarded and the student would: enroll in a CTE program of his or her choice; or, transition to employment.

This program is comprised of courses which have been assigned course numbers in the SCNS (Statewide Course Numbering System) in accordance with Section 1007.24 (1), F.S. Career and Technical credit shall be awarded to the student on a transcript in accordance with Section 1001.44(3)(b), F.S.

To teach the course(s) listed below, instructors must hold at least one of the teacher certifications indicated for that course.

The following table illustrates the postsecondary program structure:

OCP	Course Number	Course Title	Teacher Certification	Length	SOC Code
A	SLS0460	Specialized Career Education, Basic 1	ANY CTE FIELD OR COVERAGE	150 hours	SOC applicable to related CTE program
	SLS0461	Specialized Career Education, Basic 2		150 hours	
	SLS0462	Specialized Career Education, Basic 3		150 hours	
B	SLS0463	Specialized Career Education, Advanced 1		150 hours	
	SLS0464	Specialized Career Education, Advanced 2		150 hours	
	SLS0944	Specialized Career Education Internship		150 hours	

Common Career Technical Core – Career Ready Practices

Career Ready Practices describe the career-ready skills that educators should seek to develop in their students. These practices are not exclusive to a Career Pathway, program of study, discipline or level of education. Career Ready Practices should be taught and reinforced in all career exploration and preparation programs with increasingly higher levels of complexity and expectation as a student advances through a program of study.

1. Act as a responsible and contributing citizen and employee.

2. Apply appropriate academic and technical skills.

3. Attend to personal health and financial well-being.

4. Communicate clearly, effectively and with reason.

5. Consider the environmental, social and economic impacts of decisions.

6. Demonstrate creativity and innovation.

7. Employ valid and reliable research strategies.

8. Utilize critical thinking to make sense of problems and persevere in solving them.

9. Model integrity, ethical leadership and effective management.

10. Plan education and career path aligned to personal goals.

11. Use technology to enhance productivity.

12. Work productively in teams while using cultural/global competence.

Standards

After successfully completing this program, the student will be able to perform the following:

01.0 Demonstrate self-advocacy and self-determination skills.
02.0 Discuss individual interests, aptitudes, and opportunities.
03.0 Review and discuss career and employment opportunities.
04.0 Determine realistic employment goals.
05.0 Demonstrate work-related skills.
06.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
07.0 Describe the rights, responsibilities and benefits of employment.
08.0 Manage interpersonal relationships.
09.0 Demonstrate job seeking and employability skills.
10.0 Demonstrate personal productivity.
11.0 Demonstrate employability and work-related skills appropriate to the workplace.
12.0 Demonstrate proper and safe procedures while working with tools, equipment, systems, and materials.
13.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
14.0 Describe the duties and responsibilities of a successful employee.
15.0 Demonstrate how to request job accommodations.
16.0 Define key terms related to the chosen occupation.
17.0 Demonstrate oral and written communication skills in creating, expressing and interpreting information and ideas.
18.0 Demonstrate industry related mathematical skills.
19.0 Demonstrate industry related science knowledge and skills based on CTE standards and benchmarks.
20.0 Demonstrate industry related language arts knowledge and skills based on CTE standards and benchmarks.
21.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
22.0 Create an employment plan.
23.0 Explain job accommodations as they relate to the workplace.
24.0 Demonstrate communication skills necessary for successful employment.
25.0 Demonstrate employability skills.
26.0 Demonstrate a familiarity with information technology.
27.0 Demonstrate workplace safety practices.
28.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
29.0 Demonstrate an understanding of workplace organization.
30.0 Describe the roles within teams, work units, departments, organizations, and the larger environment.
31.0 Explain the impact of technology on occupations related to the field of study in which the student is enrolled.
32.0 Demonstrate positive human relations and leadership skills.
33.0 Explain the importance of health, safety, and environmental management systems in organizational performance and regulatory compliance.
34.0 Solve problems using critical thinking skills, creativity, and innovation.
35.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).
36.0 Demonstrate employability skills.

37.0 Use information technology tools.
38.0 Practice quality performance.
39.0 Demonstrate leadership and teamwork skills needed to accomplish team goals and objectives.
40.0 Describe the importance of professional ethics and legal responsibilities.
41.0 Demonstrate skills acquired through On-the-Job-Training (OJT).
42.0 Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered).

Florida Department of Education
Student Performance Standards

Program Title: **Specialized Career Instruction - Comprehensive**
Career Certificate Program Number: **S990007**

Course Number: SLS0460 **Occupational Completion Point: A** **Specialized Career Education, Basic 1 – 150 Hours – SOC Code N/A**	
01.0	Demonstrate self-advocacy and self-determination skills. -- The student will be able to:
01.01	Identify and evaluate personal needs, interests, and goals.
01.02	Describe abilities, skills, and individual needs related to disability.
01.03	Make plans based on personal and career choices.
01.04	Carry out plans and adjust to changing circumstances.
01.05	Explain legal rights as a person with a disability.
01.06	Define the term disclosure.
01.07	Identify appropriateness of disclosing disability in some situations and not others.
01.08	Evaluate the advantages and disadvantages of disclosure.
01.09	Explain how disclosure provides legal protection against discrimination.
01.10	Analyze work space, method of communication with others, and tasks.
01.11	Review the range of accommodations and choose the best one based on individual needs.
02.0	Discuss individual interests, aptitudes, and opportunities. -- The student will be able to:
02.01	Use a variety of resources and methods to determine career interests and abilities.
02.02	Identify and describe personal skills, interests, values, experiences, personality traits, and academic abilities.
02.03	Identify non-traditional career options.
02.04	Describe how educational level affects career choice.
02.05	Explain the importance of networking when exploring occupations.

	02.06 Identify advantages of attending a career or technical center or college.
	02.07 Explain the importance of updating occupational skills and knowledge through training, continuing education, and life-long learning.
03.0	Review and discuss career and employment opportunities. -- The student will be able to:
	03.01 Explain the importance of staying up-to-date on social, technical, and economic changes.
	03.02 Evaluate and compare employment opportunities that match career goals.
	03.03 Identify opportunities and requirements for career advancement.
	03.04 Identify what courses of study will be needed to reach his/her educational goal.
04.0	Determine realistic employment goals. -- The student will be able to:
	04.01 Match interests and abilities with potential careers.
	04.02 Compare personal strengths and weaknesses, including physical and cognitive abilities, to specific job requirements.
	04.03 Collect information needed to determine realistic employment goals.
	04.04 Identify potential careers available in the community.
	04.05 Develop a career and education plan that includes short and long-term goals and postsecondary/career goals.
05.0	Demonstrate work-related skills. -- The student will be able to:
	05.01 Demonstrate the ability to follow directions.
	05.02 Demonstrate appropriate behaviors related to task completion.
	05.03 Explain individual rights and responsibilities in the workplace.
	05.04 Respond appropriately to constructive criticism.
	05.05 Work cooperatively with others.
06.0	Demonstrate mastery of selected benchmarks from one or more job preparatory programs (not previously mastered). -- The student will be able to:
	06.01 Perform tasks as they relate to specific job training performance.
	06.02 Demonstrate safety standards and benchmarks related to specific job training.
Standards and benchmarks from one or more CTE programs must be included in this coursework. This may include Internship, Job Shadowing	

and/or OJT.	
Course Number: SLS0461 **Occupational Completion Point: A** **Specialized Career Education, Basic 2 – 150 Hours – SOC Code N/A**	
07.0	Describe the rights, responsibilities and benefits of employment. -- The student will be able to:
07.01	Describe his/her responsibilities as an employee.
07.02	Explain the benefits of employment, such as health insurance, leave time, worker's compensation, retirement plans and Social Security.
07.03	Describe legal rights that apply to persons with disabilities in school, community, and workplace, including the Americans with Disabilities Act, the Rehabilitation Act, and the Fair Labor Standards Act (FLSA).
07.04	Describe steps that may be taken when rights have been violated.
08.0	Manage interpersonal relationships. -- The student will be able to:
08.01	Demonstrate appropriate relationships with peers.
08.02	Participate as a member of a team.
08.03	Demonstrate positive work attitudes.
08.04	Demonstrate characteristics of a good employee.
08.05	Maintain positive relationships with co-workers.
08.06	Maintain a positive relationship with a supervisor.
09.0	Demonstrate job seeking and employability skills. -- The student will be able to:
09.01	Identify resources used in a job search (e.g., newspaper, Internet, networking).
09.02	Discuss the importance of drug tests and criminal background checks when identifying possible employment opportunities.
09.03	Identify steps of the job application process, including arranging for references and proper documentation (e.g., green card, birth certificate, social security card).
09.04	Identify procedures and documents required when applying for a job (e.g., application, W-4, I-9).
09.05	Prepare a resume (electronic and traditional), letter of application, follow-up letter, acceptance/rejection letter, letter of resignation, and letter of recommendation.

	09.06 Demonstrate appropriate dress and grooming for employment.
10.0	Demonstrate personal productivity. -- The student will be able to:
	10.01 Demonstrate self-discipline, reliability, and dependability.
	10.02 Act in a professional, respectful, and non-offensive manner while under pressure.
	10.03 Determine the best options or outcomes when faced with a challenging situation.
	10.04 Respond to situations and/or requests in a timely manner.
11.0	Demonstrate employability and work-related skills appropriate to the workplace. -- The student will be able to:
	11.01 Participate in job search activities.
	11.02 Complete an accurate job application.
	11.03 Demonstrate effective job interviewing skills.
	11.04 Demonstrate the ability to follow directions.
	11.05 Demonstrate time management practices.
	11.06 Access various modes of transportation.
12.0	Demonstrate proper and safe procedures while working with tools, equipment, systems and materials. -- The student will be able to:
	12.01 Inspect personal protective equipment (PPE) to determine if it is safe to use.
	12.02 Inspect tools or equipment to determine if they are safe to use.
	12.03 Identify technology, tools, equipment, and supplies necessary for a specific work task.
	12.04 Demonstrate how to keep work area tidy with equipment properly stored.
	12.05 Locate technology, tools, equipment, and supplies required to complete a specific work task.
	12.06 Use technology, tools, equipment, and supplies safely and correctly for a specific work task.
	12.07 Clean and maintain technology, tools, and equipment.
	12.08 Store technology, tools, equipment, and supplies correctly.
13.0	Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered). -- The student will be able to:

13.01 Demonstrate mastery of selected standards and benchmarks that are job specific and correspond to the chosen career.
Standards and benchmarks from one or more CTE programs must be included in this coursework. This may include Internship, Job Shadowing and/or OJT.

Course Number: SLS0462 **Occupational Completion Point: A** **Specialized Career Education, Basic 3 – 150 Hours – SOC Code N/A**
14.0 Describe the duties and responsibilities of a successful employee. -- The student will be able to:
14.01 Demonstrate how to handle customer inquiries/complaints.
14.02 Demonstrate how to handle difficult internal and external customers.
14.03 Demonstrate how to interpret policies to internal and external customers.
14.04 Classify customer services according to nature and characteristics of the activity.
14.05 Describe ways of resolving customer problems.
14.06 Explain the importance of stress management and relaxation techniques as they relate to job performance.
14.07 Describe workplace codes of professional/business conduct.
14.08 Explain the concepts of integrity, credibility, reliability, and perseverance.
15.0 Demonstrate how to request job accommodations. -- The student will be able to:
15.01 Identify and describe the legal responsibilities of employers and employees in the work place.
15.02 Identify work-related reasonable accommodations.
15.03 Request necessary job accommodations from prospective employers.
15.04 Employ technological tools to identify federal, state and local job accommodation resources.
15.05 Explain disability discrimination and harassment in the workplace.
16.0 Define key terms related to the chosen occupation. -- The student will be able to:
16.01 Identify vocabulary specific to his/her career field.
16.02 Use the proper vocabulary when discussing his/her chosen career.

17.0	Demonstrate oral and written communication skills in creating, expressing, and interpreting information and ideas. -- The student will be able to:
17.01	Describe the importance of the proper use of grammar, vocabulary, and diction.
17.02	Demonstrate appropriate oral and written communication techniques to communicate clearly and effectively in the workplace.
17.03	Identify appropriate conversation for work related settings.
17.04	Interpret verbal and nonverbal cues/behaviors that enhance communication.
17.05	Describe listening, speaking, and nonverbal skills necessary to determine customer needs.
17.06	Apply active listening skills to obtain and clarify information.
17.07	Demonstrate the appropriate way to address people.
17.08	List professional vocabulary appropriate for the work environment.
17.09	Demonstrate the ability to communicate in a multicultural setting.
17.10	Design, develop and deliver formal and informal presentations using appropriate media.
17.11	Develop and interpret tables and charts to support written and oral communication.
17.12	Identify and define commonly used customer service terms (e.g., complaints, internal and external customers).
17.13	Demonstrate the placing/receiving of telephone calls in a businesslike manner.
17.14	Demonstrate the ability to locate, understand, and interpret information from various sources (e.g., trade manuals, schedules, charts, diagrams, tables of contents, indexes, labels, Internet resources).
18.0	Demonstrate industry related mathematical skills. -- The student will be able to:
18.01	Compute and compare gross pay, net pay, overtime pay, and specific payroll deductions.
18.02	Compute different methods of monetary compensation (e.g., annual salary, hourly wage, commission, piecework).
18.03	Prepare a balanced budget based on income and expenses.
18.04	Describe the importance of maintaining an accurate checkbook balance.
18.05	Identify mathematical skills used by employees in various career fields.
18.06	Demonstrate arithmetic operations to complete work tasks.
18.07	Use data to solve problems and interpret documents.

19.0	Demonstrate industry related science knowledge and skills based on CTE standards and benchmarks . -- The student will be able to:
	19.01 Discuss the role of creativity in constructing scientific questions, methods and explanations as it relates to the chosen career.
20.0	Demonstrate industry related language arts knowledge and skills based on CTE standards and benchmarks. -- The student will be able to:
	20.01 Draft, revise, and edit written documents using correct grammar, punctuation, and vocabulary.
	20.02 Present information formally and informally for specific purposes and audiences.
21.0	Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered). -- The student will be able to:
	21.01 Demonstrate mastery of selected standards and benchmarks that are job specific and correspond to the student's chosen career.
Standards and benchmarks from one or more CTE programs must be included in this coursework. This may include Internship, Job Shadowing and/or OJT.	
Course Number: SLS0463 **Occupational Completion Point: B** **Specialized Career Education, Advanced 1 – 150 Hours – SOC Code N/A**	
22.0	Create an employment plan. -- The student will be able to:
	22.01 Describe entrepreneurship opportunities as a career planning option.
	22.02 Identify the advantages and disadvantages of traditional employment with entrepreneurship.
	22.03 Identify career pathways within the chosen career.
	22.04 Utilize strategies to create employment plan.
23.0	Explain job accommodations as they relate to the workplace. -- The student will be able to:
	23.01 Define the term job accommodations.
	23.02 Identify basic duties that an employee must be able to perform with or without reasonable accommodations.
	23.03 Identify examples of tasks and the related accommodation(s) that might be needed by a person with a specific disability.
	23.04 Describe who is responsible for identifying an appropriate accommodation and when to request it.
	23.05 Describe an employee's options if an employer refuses to provide a reasonable accommodation

24.0	Demonstrate communication skills necessary for successful employment. -- The student will be able to:
24.01	Describe the importance of the proper use of grammar, vocabulary, and diction.
24.02	Demonstrate the appropriate way to address people.
24.03	Identify appropriate conversation for work-related settings.
24.04	Describe listening, speaking, and nonverbal skills necessary to determine customer needs.
24.05	List professional vocabulary appropriate for the work environment.
24.06	Demonstrate the ability to communicate in a multicultural setting.
24.07	Identify and define commonly used customer service terms (e.g., complaints, internal and external customers).
24.08	Demonstrate the ability to listen to, follow, and provide directions.
24.09	Demonstrate the placing/receiving of telephone calls in a businesslike manner.
24.10	Demonstrate the ability to locate, understand, and interpret information from various sources (e.g., trade manuals, schedules, charts, diagrams, tables of contents, indexes, labels, Internet resources).
25.0	Demonstrate employability skills. -- The student will be able to:
25.01	Describe methods for handling illegal interview and application questions.
25.02	Discuss state and federal labor laws regulating the workplace (e.g., Child Labor Law, sexual harassment, EEOC, ADA, FMLA).
25.03	Identify positive work attitudes and behaviors (e.g., honesty, compassion, respect, responsibility, fairness, trustworthiness, caring).
25.04	Identify qualities typically required for promotion (e.g., productivity, dependability, responsibility).
25.05	Explain how to prepare for job separation and re-employment.
25.06	Write a job description that includes the responsibilities of an entry-level position.
25.07	Prepare a classified ad for an entry-level position.
25.08	Create a list of interview questions for an entry-level position.
25.09	Complete various employment forms (application, W-4, insurance forms).
25.10	Create a resume.
26.0	Demonstrate a familiarity with information technology. -- The student will be able to:

	26.01 Select and use appropriate devices, services, and applications for telecommunications.
	26.02 Utilize presentation software to communicate ideas to a group.
	26.03 Demonstrate proper work-related Internet use and security.
	26.04 Utilize word processing software to produce workplace documents.
	26.05 Utilize spreadsheet software to create meaningful workplace records.
	26.06 Utilize web browsers to access the World Wide Web and other computer resources.
	26.07 Use different types of web search engines effectively to locate information.
27.0	Demonstrate workplace safety practices. -- The student will be able to:
	27.01 Identify technology, tools, equipment, and supplies necessary for a specific work task.
	27.02 Locate technology, tools, equipment, and supplies required to complete a specific task.
	27.03 Explain why workers must follow instructions and act in a way to promote safety.
	27.04 Demonstrate required safety procedures related to the chosen career.
28.0	Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered). -- The student will be able to:
	28.01 Demonstrate mastery of selected standards and benchmarks that are job specific and correspond to the chosen career.
Standards and benchmarks from one or more CTE programs must be included in this coursework. This may include Internship, Job Shadowing and/or OJT.	
Course Number: SLS0464 **Occupational Completion Point: B** **Specialized Career Education, Advanced 2 – 150 Hours – SOC Code N/A**	
29.0	Demonstrate an understanding of workplace organization. -- The student will be able to:
	29.01 Identify his/her role in family, circle of friends, school, and other groups/committees.
	29.02 Illustrate the hierarchy of a company.
	29.03 Define vision and mission statements.
30.0	Describe the roles within teams, work units, departments, organizations, and the larger environment. -- The student will be able to:

	30.01 Define teamwork.
	30.02 Employ teamwork in working towards a common goal.
	30.03 Analyze and explain how one's own actions impact the overall organization.
31.0	Explain the impact of technology on occupations related to the field of study in which the student is enrolled. -- The student will be able to:
	31.01 Describe a specific company's policy for ensuring security and protection of computerized data.
	31.02 Demonstrate uses of equipment to process information (e.g., 10-key, electronic cash register, OCR scanner, financial calculator, computer).
32.0	Demonstrate positive human relations and leadership skills. -- The student will be able to:
	32.01 Identify and demonstrate positive personality traits.
	32.02 Demonstrate interpersonal skills to appropriately express feelings, reactions, ideas, opinions, wants, and needs.
	32.03 Define and practice compassion, fairness, honesty, integrity, perseverance, courtesy, respect, responsibility, self-discipline, and trustworthiness.
	32.04 Role-play behaviors that will promote effective human relations.
33.0	Explain the importance of health, safety, and environmental management systems in organizational performance and regulatory compliance. --The student will be able to:
	33.01 Describe personal and jobsite safety rules and regulations that maintain safe and healthy work environments.
	33.02 Explain emergency procedures to follow in response to workplace accidents.
	33.03 Create a disaster and/or emergency response plan.
34.0	Solve problems using critical thinking skills, creativity, and innovation. -- The student will be able to:
	34.01 Use critical thinking skills independently and in teams to solve problems and make decisions.
	34.02 Demonstrate the use of critical thinking and interpersonal skills to resolve conflicts.
	34.03 Identify and document workplace performance goals and monitor progress toward those goals.
	34.04 Identify and gather information necessary for decision-making.
35.0	Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered). -- The student will be able to:
	35.01 Demonstrate mastery of selected standards and benchmarks that are job specific and correspond to the chosen career.

Standards and benchmarks from one or more CTE programs must be included in this coursework. This may include Internship, Job Shadowing and/or OJT.	
Course Number: SLS0944 **Occupational Completion Point: A** **Specialized Career Education Internship – 150 Hours – SOC Code N/A**	
36.0	Demonstrate employability skills. -- The student will be able to:
36.01	Identify and demonstrate positive work behaviors needed to be employable.
36.02	Develop a personal career plan that includes strategies to reach personal goals and objectives.
36.03	Review licensing, certification, and industry credentialing requirements of chosen career.
36.04	Maintain a career portfolio to document knowledge, skills, and experience.
36.05	Explore and compare employment opportunities that match career goals.
36.06	Identify and exhibit traits for retaining employment.
36.07	Identify opportunities and requirements for career advancement.
36.08	Explain the benefits of ongoing professional development.
37.0	Use information technology tools. -- The student will be able to:
37.01	Use personal information management (PIM) applications to increase workplace efficiency.
37.02	Use technological tools to expedite workflow (e.g., word processing, electronic calendar, email, Internet applications).
37.03	Use computer operations applications to manage and store information.
37.04	Use collaborative/groupware applications to facilitate group work.
38.0	Practice quality performance. -- The student will be able to:
38.01	Maintain an organized work area.
38.02	Use equipment, technology, and work strategies to improve workflow.
38.03	Carry out written and verbal directions accurately.
38.04	Complete work efficiently and effectively.

	38.05 Adhere to worksite regulations and practices.
39.0	Demonstrate leadership and teamwork skills needed to accomplish team goals and objectives. -- The student will be able to:
	39.01 Demonstrate leadership skills to accomplish goals and objectives.
	39.02 Establish and maintain effective working relationships with others in order to accomplish objectives and tasks.
	39.03 Conduct and participate in meetings to accomplish work tasks.
	39.04 Demonstrate mentoring skills to inspire and teach others.
40.0	Describe the importance of professional ethics and legal responsibilities. -- The student will be able to:
	40.01 Evaluate and justify decisions based on ethical reasoning.
	40.02 Evaluate alternative responses to workplace situations based on ethical and legal responsibilities, and employer policies.
	40.03 Identify and explain consequences of unethical or illegal behaviors in the workplace.
	40.04 Explain written organizational policies and procedures.
41.0	Demonstrate skills acquired through On-the-Job-Training (OJT). -- The student will be able to:
	41.01 Maintain a positive attitude towards a job.
	41.02 Demonstrate appropriate job performance skills.
	41.03 Maintain a level of productivity required by the job.
	41.04 Use evaluations to improve performance.
	41.05 Comply with employee rules, regulations, and procedures.
	41.06 Apply effective communication appropriate to the job.
	41.07 Apply problem solving strategies to real life situations.
42.0	Demonstrate mastery of selected standards and benchmarks from one or more job preparatory programs (not previously mastered). -- The student will be able to:
	42.01 Demonstrate mastery of selected standards and benchmarks that are job specific and correspond to the chosen career.
Standards and benchmarks from one or more CTE programs must be included in this coursework. This may include Job Shadowing and/or OJT.	

Additional Information

Laboratory Activities

Laboratory investigations that include scientific inquiry, research, measurement, problem solving, emerging technologies, tools and equipment, as well as, experimental, quality, and safety procedures are an integral part of this career and technical program/course. Laboratory investigations benefit all students by developing an understanding of the complexity and ambiguity of empirical work, as well as the skills required to manage, operate, calibrate and troubleshoot equipment/tools used to make observations. Students understand measurement error; and have the skills to aggregate, interpret, and present the resulting data. Equipment and supplies should be provided to enhance hands-on experiences for students.

Special Notes

Documentation of mastery of the student performance standards must be maintained. An Individualized Plan of Study (IPS) must be maintained for audit purposes.

Career and Technical Student Organization (CTSO)

CTSOs are the intercurricular career and technical student organization(s) providing leadership training and reinforcing specific career and technical skills. Career and Technical Student Organizations provide activities for students as an integral part of the instruction offered. A student should be encouraged to join the related CTSO.

Cooperative Training – OJT

On-the-job training is appropriate but not required for this program. Whenever offered, the rules, guidelines, and requirements specified in the OJT framework apply.

Accommodations

Federal and state legislation requires the provision of accommodations for students with disabilities to meet individual needs and ensure equal access. Postsecondary students with disabilities must self-identify, present documentation, request accommodations if needed, and develop a plan with their counselor and/or instructors. Accommodations received in postsecondary education may differ from those received in secondary education. Accommodations change the way the student is instructed. Students with disabilities may need accommodations in such areas as instructional methods and materials, assignments and assessments, time demands and schedules, learning environment, assistive technology and special communication systems. Documentation of the accommodations requested and provided should be maintained in a confidential file.

Note: postsecondary curriculum and regulated secondary programs cannot be modified.

Additional Resources

For additional information regarding articulation agreements, Bright Futures Scholarships, Fine Arts/Practical Arts Credit and Equivalent Mathematics and Equally Rigorous Science Courses please refer to:
http://www.fldoe.org/academics/career-adult-edu/career-tech-edu/program-resources.stml

AGENDA ITEM NO. 15.2

School Board of Manatee County
May 9, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for March 2023

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 March 2023.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service*	Trust & Agency
Budgeted Fund Balance 02/28/2023	$46,078,788	$12,131,029	$13,774,028	$0	$12,973,893	$5,513,818	$0
Fiscal Impact	$340,487	$13	$19,705,601	$0	$0	$0	$0
Budgeted Fund Balance 03/31/2023	$46,419,275	$12,131,042	$33,479,629	$0	$12,973,893	$5,513,818	$0

* Self Insured Funds

General Fund budgeted ending fund balance increased $340,487 due to higher Interest on Investments $1,319,342, higher federal indirect revenue from grants $255,539, and other miscellaneous adjustments $39,995 partially offset by Tan interest fees $1,274,389.

Capital Outlay Fund budgeted ending fund balance increased $19,705,601 reflecting the higher Certificate of Participation $45 million, reduction in Parrish Community HS Addition estimate $5 million, the delay of the debt service on the Certificate of Participation $2,645,450, and other miscellaneous changes $217,757, partially offset by the addition of the Palma Sola ES Project $29 million, the increase in Blackburn ES Renovation estimate $2,957,606, and the addition of the High School Fields Project $1.2 million.

Debt Service Fund budgeted ending fund balance increased $13 due to interest income and a change in fair market value.

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 March 2023.

Financial Impact
No significant financial impact.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
Mar 2023 Budget Amendment File Summary
Combined Mar 2023 BAs

March 2023 Budget Amendments Summary
All Funds

Year	2023
Posting Period	9
Entry Type	(All)

Row Labels	Sum of YTD Current
1	**-$340,487**
3	
10101 General Fund	-$1,675,928
10102 General Fund Grants	-$215,786
4	
10101 General Fund	$1,405,827
10102 General Fund Grants	$145,400
2	**-$14**
3	
29123 Lease Purchase Bond 2023	$2,645,450
29190 Lease Purchase Bond 2015	-$2
29193 Lease Purchase Bond 2017	-$7
29196 Lease Purchase Bond 2016	-$4
4	
29123 Lease Purchase Bond 2023	-$2,645,450
3	**-$19,705,600**
3	
39123 COPS Series 2023A	-$45,000,000
39192 Sales Tax Proceeds	-$350,000
39197 Impact Fees	-$200,000
4	
34043 PECO Construction MTC	$0
37022 Local Capital Improvement 2122	-$2,705,242
37023 Local Capital Improvement 2223	-$575,618
39123 COPS Series 2023A	$38,845,259
39192 Sales Tax Proceeds	$1,200,000
39194 Other Capital Projects	$0
39197 Impact Fees	-$10,920,000
4	**$0**
3	
42101 Federal Cash Advance	-$88,708
42201 Federal Non Cash Advance	-$224,747
44301 CRRSA Act ESSER (ESSER II)	-$376,107
44501 ARP Act ESSER	-$1,074,769
4	
41001 Food Services	$0
42101 Federal Cash Advance	$88,708
42201 Federal Non Cash Advance	$224,747
44301 CRRSA Act ESSER (ESSER II)	$376,107
44501 ARP Act ESSER	$1,074,769
7	**$0**
4	
71101 Self-Insurance - Health	$0
8	**$0**
3	
85002 Donations & Scholarship Fund	-$2,048
4	
85002 Donations & Scholarship Fund	$2,048
Grand Total	**-$20,046,101**

Capital Fund
March 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(125,245,984)	(125,245,984)	-	0.0%	
30X	Revenue	(175,634,640)	(176,184,640)	(550,000)	0.3%	
30X	Transfers In & Other Funding Sources	(130,171,862)	(175,171,862)	(45,000,000)	34.6%	1
74X	Facilities Acquisition and Con	368,209,229	396,366,450	28,157,220	7.6%	2
92X	Debt Service	1,676,952	2,009,582	332,629	19.8%	3
97X	Transfers Out	47,392,275	44,746,825	(2,645,450)	-5.6%	4
9X	Budgeted Fund Balance	13,774,028	33,479,629	19,705,600	143.1%	5

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	YTD Current
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	30000	Revenue	375101	Cert of Participation (COPS)		00000	Discretionary				Increase in COPS funding	0000087275	(43,043,166.00)
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	30000	Revenue	375101	Cert of Participation (COPS)		00000	Discretionary				Adj COPS Budget	0000087508	(1,956,834.00)
																				(45,000,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531005	3000000100	Move to activity 100	0000086085	42,213.36
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531005	3000000200	Move to activity 100	0000086085	(42,213.36)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200405	Transfer funds from 3951200405 to 3951200800 for PCARD purchase of playground equipment in the amount of $5,300.20	0000086165	(5,300.20)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200800	Transfer funds from 3951200405 to 3951200800 for PCARD purchase of playground equipment in the amount of $5,300.20	0000086165	5,300.20
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531005	3000000100	Move to activity 100 per contract amount	0000086180	1,460,454.56
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531005	3000000200	Move to activity 100 per contract amount	0000086180	(1,460,454.56)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	34043	PECO Construction MTC	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951520140	3000000100	Move to activity 100 per contract amount	0000086182	24,947.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	34043	PECO Construction MTC	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951520140	3000000300	Move to activity 100 per contract amount	0000086182	(24,947.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467201	Non-Capitalized Improvements c	9515	30001	Capital Projects	SDMC3	3951500005	3000000100	Move to 100 per contract aount	0000086183	476.25
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467201	Non-Capitalized Improvements c	9515	30001	Capital Projects	SDMC3	3951500005	3000000200	Move to 100 per contract aount	0000086183	(476.25)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951539865	3000000100	Move to activity 100	0000086195	75,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951539865	3000000200	Move to activity 100	0000086195	(75,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539850	3000000300	Clean up budget FF&E - Sugg	0000086201	0.90
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0581	30001	Capital Projects	SDMC3	3951539850	3000000400	Clean up budget FF&E - Sugg	0000086201	(0.90)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0652	30001	Capital Projects	SDMC3	3951539870	3000000400	Clean up FF&E Budget - BRMS	0000086202	(827.10)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951539870	3000000300	Clean up FF&E Budget - BRMS	0000086202	827.10
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951531215	3000000200	Combine Budget for MHS Painting and Roofing	0000086254	(2,500,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951532110	3000000200	Combine Budget for MHS Painting and Roofing	0000086254	2,500,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951531220	3000000200	Combine projects BHS painting and roofing	0000086255	(2,000,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951532115	3000000200	Combine projects BHS painting and roofing	0000086255	2,000,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9512	30001	Capital Projects	SDMC3	3951213750	3951213750	transfer funds from 3951200405 to 3951213750 in the amount of $25,000 to support Daughtry-MCR Health Portable project	0000086327	25,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200405	transfer funds from 3951200405 to 3951213750 in the amount of $25,000 to support Daughtry-MCR Health Portable project	0000086327	(25,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200405	MOVING FUNDS FROM 3951200405 TO 3951200700 TO FUMIGATE HARVEY PORTABLES OVER SPRING BREAK	0000086333	(9,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200700	MOVING FUNDS FROM 3951200405 TO 3951200700 TO FUMIGATE HARVEY PORTABLES OVER SPRING BREAK	0000086333	9,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464101	Capitalized FF&E	9512	30001	Capital Projects	SDMC3	3951200100	3951200700	TRANSFER FUNDS FROM 3951200085 TO 3951200700 FOR RELOCATION OF PORTABLES TO HARVEY AND PURCHASING 10 WALL HUNG AC UNITS	0000086338	51,759.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200085	3951200085	TRANSFER FUNDS FROM 3951200085 TO 3951200700 FOR RELOCATION OF PORTABLES TO HARVEY AND PURCHASING 10 WALL HUNG AC UNITS	0000086338	(120,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200700	TRANSFER FUNDS FROM 3951200085 TO 3951200700 FOR RELOCATION OF PORTABLES TO HARVEY AND PURCHASING 10 WALL HUNG AC UNITS	0000086338	68,241.00
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531005	3000000200	Adj Blackburn budget for advertisement	0000086665	(386.10)
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	34090	Digital Records Transition				Move budget to 37023 funding	0000086666	(6,435.00)
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	35187	EOC / CBT Infrastructure/Hdwr				Move budget to 37023 funding	0000086666	(2,884.40)
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200030	3951200030	Move budget to 37023 funding	0000086666	(47.48)
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200404	Move budget to 37023 funding	0000086666	(425.00)
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	34090	Digital Records Transition				Move budget to 37023 funding	0000086668	6,435.00
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	35187	EOC / CBT Infrastructure/Hdwr				Move budget to 37023 funding	0000086668	2,884.40
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200030	3951200030	Move budget to 37023 funding	0000086668	47.48
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200404	Move budget to 37023 funding	0000086668	425.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531861	3000000200	Move to 300 activity	0000086729	(7,635.00)

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	YTD Current
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531861	3000000300	Move to 300 activity	0000086729	7,635.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467101	Capitalized Improvements other	9515	30001	Capital Projects	SDMC3	3951531100	3000000100	Move to 100 activity	0000086730	8,150.81
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467101	Capitalized Improvements other	9515	30001	Capital Projects	SDMC3	3951531100	3000000200	Move to 100 activity	0000086730	(8,150.81)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39194	Other Capital Projects	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951520145	3000000100	Move to activity 100	0000086761	11,025.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39194	Other Capital Projects	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951520145	3000000200	Move to activity 100	0000086761	(11,025.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200025	3951200025	TRANSFERRING FUNDS FROM 3951200025 TO 3951200200 FOR REPLACING NVR CAMERAS AND ADDING ADDITIONAL CAMERAS WHEN NEEDED	0000086774	(150,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200200	TRANSFERRING FUNDS FROM 3951200025 TO 3951200200 FOR REPLACING NVR CAMERAS AND ADDING ADDITIONAL CAMERAS WHEN NEEDED	0000086774	150,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200070	3951200070	TRANSFERRING FUNDS FROM 3951200402 TO 3951200070 TO REPLACE PLAYGROUND THAT WAS REMOVED FOR WING ADDITION.	0000086830	13,500.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200402	TRANSFERRING FUNDS FROM 3951200402 TO 3951200070 TO REPLACE PLAYGROUND THAT WAS REMOVED FOR WING ADDITION.	0000086830	(13,500.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9571	34033	High Speed Fiber Network				Move for 3 Par Maintenance from program 34033	0000086839	(81,277.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9571	34095	5200 HP 3PAR				Move for 3 Par Maintenance from program 34033	0000086839	81,277.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9571	34033	High Speed Fiber Network				Move for 3 Par Maintenance from program 34033	0000086967	0.94
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9571	34095	5200 HP 3PAR				Move for 3 Par Maintenance from program 34033	0000086967	(0.94)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200405	TRANSFER FUNDS FROM 3951200405 TO THE PORTABLE LINE 3951200700 FOR PCARD PURCHASES	0000086977	(5,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200700	TRANSFER FUNDS FROM 3951200405 TO THE PORTABLE LINE 3951200700 FOR PCARD PURCHASES	0000086977	5,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200405	TRANSFER FUNDS FROM 3951200405 TO THE 3951200800 FOR PCARD PURCHASES NEW BIKE RACK	0000087029	(5,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200800	TRANSFER FUNDS FROM 3951200405 TO THE 3951200800 FOR PCARD PURCHASES NEW BIKE RACK	0000087029	5,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	9573	34051	Capital Lease - Sharp Copiers				Move funds per SH	0000087138	(22,748.90)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464401	Non-Capitalized Computer Hard	9571	35177	Central Computer Purchase				Move funds per SH	0000087138	22,748.90
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200025	3951200025	PCARD PURCHASES FOR REPLACEMENT OF NVR'S and AC FILTERS	0000087155	(100,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200200	PCARD PURCHASES FOR REPLACEMENT OF NVR'S and AC FILTERS	0000087155	100,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200405	PCARD PURCHASES FOR REPLACEMENT OF NVR'S and AC FILTERS	0000087155	(6,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200406	PCARD PURCHASES FOR REPLACEMENT OF NVR'S and AC FILTERS	0000087155	2,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200700	TRANSFER FUNDS FROM 3951200405 TO THE 3951200700 TO REPLACE BROKEN CONDUIT AND FIBER, MATERIALS	0000087155	4,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200405	TRANSFER FUNDS FROM 3951200405 TO THE 3951200700 TO REPLACE BROKEN CONDUIT AND FIBER, MATERIALS	0000087172	(10,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200700	MATERIALS	0000087172	10,000.00
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467101	Capitalized Improvements other	9515	30001	Capital Projects	SDMC3	3951575955	3000000200	Additional budget for HS Fields per Cap meeting 3.28.23	0000087234	1,200,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539780	3000000200	Correct Parrish Addition Project number	0000087246	5,000,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539849	3000000200	Correct Parrish Addition Project number	0000087246	(5,000,000.00)
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539780	3000000200	Adj Parrish Addition budget per Capital Meeting 3.28.23	0000087248	(5,000,000.00)

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	YTD Current
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531215	3000000200	Move Palma Sola Project to COPS	0000087273	30,000,000.00
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	9515	30001	Capital Projects	SDMC3	3951575966	3000000400	Move Haile Addition and FF&E to COPS	0000087277	(804,217.00)
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9515	30001	Capital Projects	SDMC3	3951575966	3000000500	Move Haile Addition and FF&E to COPS	0000087277	(163,822.00)
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951575966	3000000200	Move Haile Addition and FF&E to COPS	0000087277	5,920,000.00
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	9515	30001	Capital Projects	SDMC3	3951575966	3000000400	Move Haile Addition and FF&E to COPS	0000087277	804,217.00
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9515	30001	Capital Projects	SDMC3	3951575966	3000000500	Move Haile Addition and FF&E to COPS	0000087277	163,822.00
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951575966	3000000200	Move Haile Addition and FF&E to COPS	0000087277	(5,920,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200060	3951200060	TRANSFER FUNDS FROM 3951200401 TO THE 3951200060 FOR ADDITIONAL WORK AT KING MS PAINT JOB	0000087336	6,500.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200401	TRANSFER FUNDS FROM 3951200401 TO THE 3951200060 FOR ADDITIONAL WORK AT KING MS PAINT JOB	0000087336	(6,500.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951575966	3000000200	Move to 300 Activity	0000087419	(96,200.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951575966	3000000300	Move to 300 Activity	0000087419	96,200.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200045	3951200045	TRANSFER FUNDS FROM 3951200045 TO THE 3951200700 FOR ALUMINUM RAMPS TO BE INSTALLED AND FOR INSTALLATION OF CARPET AND SHEET VINYL. IN ADDITION PCARD PUIRCHASES FOR NEW FLOORING	0000087421	(175,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200700	TRANSFER FUNDS FROM 3951200045 TO THE 3951200700 FOR ALUMINUM RAMPS TO BE INSTALLED AND FOR INSTALLATION OF CARPET AND SHEET VINYL. IN ADDITION PCARD PUIRCHASES FOR NEW FLOORING	0000087421	175,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9512	30001	Capital Projects	SDMC3	3951213755	3951213755	TRANSFER FUNDS FROM 3951200046 TO THE 3951213750 DAUGHTREY MCR PORTABLE LINE FOR CONCRETE PARKING	0000087426	120,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200046	3951200046	TRANSFER FUNDS FROM 3951200046 TO THE 3951213750 DAUGHTREY MCR PORTABLE LINE FOR CONCRETE PARKING	0000087426	(120,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200030	3951200030	TRANSFER FUNDS FROM 3951200030 TO THE 3951200225 FOR FENCE TO BE INSTALLED ON WEST FENCE LINE, CAMPUS NEEDS TO BE SECURED	0000087428	(20,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200225	TRANSFER FUNDS FROM 3951200030 TO THE 3951200225 FOR FENCE TO BE INSTALLED ON WEST FENCE LINE, CAMPUS NEEDS TO BE SECURED	0000087428	20,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200030	3951200030	TRANSFER FUNDS FROM 3951200030 AND 3951200046 TO THE 3951200402 FOR PRACTICE/MULTI PURPOSE FIELD REPLACEMENT SPRAY, TILL, LASER, SOD, IRRIGATION FIELD	0000087452	(20,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200046	3951200046	TRANSFER FUNDS FROM 3951200030 AND 3951200046 TO THE 3951200402 FOR PRACTICE/MULTI PURPOSE FIELD REPLACEMENT SPRAY, TILL, LASER, SOD, IRRIGATION FIELD	0000087452	(113,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200402	TRANSFER FUNDS FROM 3951200030 AND 3951200046 TO THE 3951200402 FOR PRACTICE/MULTI PURPOSE FIELD REPLACEMENT SPRAY, TILL, LASER, SOD, IRRIGATION FIELD	0000087452	133,000.00
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200045	3951200045	TRANSFER FUNDS FROM 3951200045 TO THE 3951200700 FOR ALUMINUM RAMPS TO BE INSTALLED AND FOR INSTALLATION OF CARPET AND SHEET VINYL. IN ADDITION PCARD PUIRCHASES FOR NEW FLOORING	0000087457	(20,000.00)
2	9	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	SDMC3	3951200100	3951200700	TRANSFER FUNDS FROM 3951200045 TO THE 3951200700 FOR ALUMINUM RAMPS TO BE INSTALLED AND FOR INSTALLATION OF CARPET AND SHEET VINYL. IN ADDITION PCARD PUIRCHASES FOR NEW FLOORING	0000087457	20,000.00

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	YTD Current
																		ERROR IN BUDGET TRANSFER FROM		
	2	9 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9512	30001	Capital Projects	SDMC3	3951213750	3951213750	3951213750 TO 3951213750	0000087460	120,000.00
																		ERROR IN BUDGET TRANSFER FROM		
	2	9 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9512	30001	Capital Projects	SDMC3	3951213755	3951213755	3951213755 TO 3951213750	0000087460	(120,000.00)
	2	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531005	3000000200	Adj COPS Projects	0000087505	2,956,834.00
	2	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531215	3000000200	Adj COPS Projects	0000087505	(1,000,000.00)
	2	9 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464801	Tech FF&E Capitalized	9514	38762	Bus Camera Systems				Move to Non Cap Line	0000087539	(12,445.00)
	2	9 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9514	38762	Bus Camera Systems				Move to Non Cap Line	0000087539	12,445.00
																		BRMS Tech funds no longer needed,		
	2	9 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9615	30001	Capital Projects	SDMC3	3951539870	3000000500	moved to activity 200-per Matt M	0000087951	(11,971.67)
																		BRMS Tech funds no longer needed,		
	2	9 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951539870	3000000200	moved to activity 200-per Matt M	0000087951	11,971.67
	2	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531005	3000000200	Adj Blackburn Budget for 2023 COPS	0000088185	772.20
																				28,157,220.10
																		Konica Minolta budget for Yr 1 (Lease		
	3	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	471001	Redemption of Principal	9573	34052	KM Copier Lease				begins 23/24) PO/Budget will roll	0000086758	**332,629.44**
	4	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	97010	Transfers	491001	Transfers to General Fund	9798	38754	TR Band Uniforms				Move budget to 37023 funding	0000086666	(49,999.88)
	4	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	97010	Transfers	491001	Transfers to General Fund	9798	38754	TR Band Uniforms				Move budget to 37023 funding	0000086668	49,999.88
	4	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	97010	Transfers	492001	Transfers to Debt Service Fund	9798	39121	2021 Series COPS				Adj DS Budget	0000087541	(2,645,450.00)
																				(2,645,450.00)
	5	9 KK_REV_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	30000	Revenue	375101	Cert of Participation (COPS)		00000	Discretionary	U			Increase in COPS funding	0000087275	(43,043,166.00)
	5	9 KK_REV_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	30000	Revenue	375101	Cert of Participation (COPS)		00000	Discretionary	U			Adj COPS Budget	0000087508	(1,956,834.00)
	5	9 KK_REV_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	30000	Revenue	343101	Interest on Investments		00000	Discretionary	U			Adj Interest Revenue estimate	0000088191	(350,000.00)
	5	9 KK_REV_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	30000	Revenue	343101	Interest on Investments		00000	Discretionary	U			Adj Interest Revenue estimate	0000088191	(200,000.00)
																		Adj Blackburn budget for		
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	R	3951531005	3000000200	advertisement	0000086665	(386.10)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	34090	Digital Records Transition	R			Move budget to 37023 funding	0000086666	(6,435.00)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	35187	EOC / CBT Infrastructure/Hdwr	R			Move budget to 37023 funding	0000086666	(2,884.40)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	R	3951200030	3951200030	Move budget to 37023 funding	0000086666	(47.48)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	R	3951200100	3951200404	Move budget to 37023 funding	0000086666	(425.00)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	34090	Digital Records Transition	R			Move budget to 37023 funding	0000086668	6,435.00
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	35187	EOC / CBT Infrastructure/Hdwr	R			Move budget to 37023 funding	0000086668	2,884.40
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	R	3951200030	3951200030	Move budget to 37023 funding	0000086668	47.48
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	468201	Non-Capitalized Remodeling & R	9512	30001	Capital Projects	R	3951200100	3951200404	Move budget to 37023 funding	0000086668	425.00
																		Additional budget for HS Fields per Cap		
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467101	Capitalized Improvements other	9515	30001	Capital Projects	R	3951575955	3000000200	meeting 3.28.23	0000087234	1,200,000.00
																		Adj Parrish Addition budget per Capital		
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	R	3951539780	3000000200	Meeting 3.28.23	0000087248	(5,000,000.00)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	R	3951531215	3000000200	Move Palma Sola Project to COPS	0000087273	30,000,000.00
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	9515	30001	Capital Projects	R	3951575966	3000000400	Move Haile Addition and FF&E to COPS	0000087277	(804,217.00)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9515	30001	Capital Projects	R	3951575966	3000000500	Move Haile Addition and FF&E to COPS	0000087277	(163,822.00)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	R	3951575966	3000000200	Move Haile Addition and FF&E to COPS	0000087277	5,920,000.00
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	9515	30001	Capital Projects	R	3951575966	3000000400	Move Haile Addition and FF&E to COPS	0000087277	804,217.00
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9515	30001	Capital Projects	R	3951575966	3000000500	Move Haile Addition and FF&E to COPS	0000087277	163,822.00
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	R	3951575966	3000000200	Move Haile Addition and FF&E to COPS	0000087277	(5,920,000.00)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	R	3951531005	3000000200	Adj COPS Projects	0000087505	2,956,834.00
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	R	3951531215	3000000200	Adj COPS Projects	0000087505	(1,000,000.00)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	39123	COPS Series 2023A	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	R	3951531005	3000000200	Adj Blackburn Budget for 2023 COPS	0000088185	772.20
																		Konica Minolta budget for Yr 1 (Lease		
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	92010	Debt Service	471001	Redemption of Principal	9573	34052	KM Copier Lease	R			begins 23/24) PO/Budget will roll	0000086758	332,629.44
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	97010	Transfers	491001	Transfers to General Fund	9798	38754	TR Band Uniforms	T			Move budget to 37023 funding	0000086666	(49,999.88)
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	97010	Transfers	491001	Transfers to General Fund	9798	38754	TR Band Uniforms	T			Move budget to 37023 funding	0000086668	49,999.88
	5	9 KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	97010	Transfers	492001	Transfers to Debt Service Fund	9798	39121	2021 Series COPS	T			Adj DS Budget	0000087541	(2,645,450.00)
																				(19,705,600.46)

Debt Service Fund
March 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(11,889,269)	(11,889,269)	-	0.00%	
30X	Revenue	(1,663,463)	(1,663,476)	(14)	0.00%	
30X	Transfer In	(28,459,143)	(25,813,693)	2,645,450	-9.30%	1
92X	Debt Service	29,880,846	27,235,396	(2,645,450)	-8.85%	2
9XX	Budgeted Fund Balance	12,131,029	12,131,042	14	0.00%	

Debt Service Fund
March 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	9	KK_REV_BUD	SDMC1	Adjustment	Posted	29123	Lease Purchase Bon	30000	Revenue	363001	Transfers from Capital Project		39123	2023 Series COPS				Adj COPS 2023 Budget	0000087531	**2,645,450.00**
2	9	KK_DET_BUD	SDMC1	Adjustment	Posted	29123	Lease Purchase Bon	92010	Debt Service	472001	Interest	9798	39123	2023 Series COPS				Adj DS Budget	0000087541	**(2,645,450.00)**

General Fund
March 2023 Budget Amendment Summary

Fund	Fund Description	Function	Function Description	YTD Prior	YTD Current	Budget Amendment	% Change	Reference
10101	General Fund		Beginning Fund Balance	(50,388,336)	(50,388,336)	-	0.00%	
		3XX	Revenues	(514,133,886)	(516,122,417)	(1,988,531)	0.39%	
		3XX	Transfers In and Other Funding Sources	(21,937,442)	(21,840,625)	96,817	-0.44%	
		5XX	Instructional	348,946,834	349,214,379	267,545	0.08%	
		61X	Pupil Personnel Services	17,031,179	17,172,294	141,115	0.83%	
		62X	Instructional Media Services	5,351,036	5,351,901	865	0.02%	
		63X	Curriculum	8,575,785	8,703,148	127,363	1.49%	
		64X	Instructional Staff Training	1,371,974	1,372,109	134	0.01%	
		65X	Instructional Technology	572	572	-	0.00%	
		71X	Board	1,538,076	1,538,076	-	0.00%	
		72X	General Admin Superintendent	3,016,767	3,016,767	-	0.00%	
		73X	School Administration	34,024,713	33,905,322	(119,391)	-0.35%	
		74X	Facility Acquisition and Construction	6,140,792	6,140,792	-	0.00%	
		75X	Fiscal Services	3,940,353	3,940,353	-	0.00%	
		76X	Food Service	737	(0)	(737)	n/a	
		77X	Central Services	13,441,316	13,488,171	46,855	0.35%	
		78X	Transportation	21,100,545	21,117,950	17,405	0.08%	
		79X	Operation of Plant	48,762,695	48,539,654	(223,041)	-0.46%	
		81X	Maintenance of Plant	10,703,188	10,691,443	(11,745)	-0.11%	
		82X	Administrative Technology	8,613,724	8,643,724	30,000	0.35%	
		91X	Community Services	6,872,702	6,873,171	470	0.01%	
		92X	Debt Service	65,500	1,339,889	1,274,389	1945.63%	1
		97X	Transfer Out	882,389	882,389	-	0.00%	
		9XX	Budgeted Fund Balance	46,078,788	46,419,275	340,487	0.74%	

General Fund
March 2023 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	9	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	92010	Debt Service	472001	Interest	9798	00000	Discretionary				TAN Interest	0000088275	1,274,388.89

Health Insurance Fund
March 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(8,444,558)	(8,444,558)	-	0.00%	
30X	Revenue	(47,461,000)	(47,461,000)	-	0.00%	
30X	Transfer In	(7,100,000)	(7,100,000)	-	0.00%	
77X	Central Services	59,349,178	59,349,178	-	0.00%	
9XX	Unappropriated Fund Balances	3,656,380	3,656,380	-	0.00%	

Workers Comp
March 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(2,266,182)	(2,266,182)	-	0.00%	
30X	Revenue	(2,570,000)	(2,570,000)	-	0.00%	
77X	Central Services	2,978,743	2,978,743	-	0.00%	
9XX	Unappropriated Fund Balances	1,857,438	1,857,438	-	0.00%	

Trust and Agency Funds
March 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(945,156)	(945,156)	-	0.0%	
30X	Revenue	(765,704)	(767,752)	(2,048)	0.3%	
5XX	Instructional	1,625,160	1,627,208	2,048	0.1%	
61X	Pupil Personnel Services	51,918	51,918	-	0.0%	
63X	Instruction and Curriculum Development	2,328	2,328	-	0.0%	
64X	Instructional Staff Training Services	-	-	-	n/a	
72X	General Administration (Super)	15,150	15,150	-	0.0%	
77X	Central Services	12,804	12,804	-	0.0%	
91X	Community Services	3,500	3,500	-	0.0%	
9XX	Unappropriated Fund Balance	-	-	-	n/a	

Special Revenue
March 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
30X	Revenue	(46,686,165)	(48,450,496)	(1,764,331)	3.8%	
5XX	Instructional	26,061,169	27,634,681	1,573,512	6.0%	1
61X	Pupil Personnel Services	2,992,585	2,993,856	1,271	0.0%	
63X	Curriculum	8,555,414	8,564,996	9,582	0.1%	
64X	Instructional Staff Training	7,033,697	7,011,307	(22,390)	-0.3%	
65X	Instructional Technology	77,255	77,255	-	0.0%	
72X	General Admin Superintendent	1,604,162	1,668,803	64,641	4.0%	
73X	School Administration	2,801	40,222	37,421	1335.8%	2
75X	Fiscal Services	44,000	44,000	-	0.0%	
77X	Central Services	221,260	220,469	(791)	-0.4%	
78X	Transportation	(1,435,234)	(1,334,149)	101,085	-7.0%	3
79X	Operation of Plant	(1,483,965)	(1,483,965)	-	0.0%	
82X	Administrative Technology	(806,949)	(806,949)	-	0.0%	
97X	Transfers	3,819,971	3,819,971	-	0.0%	

Special Revenue
March 2023 Budget Amendment Detail

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	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0301	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmetto ES	0000086074	10,006.48
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(12,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(142.92)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(91.80)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(186.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(2.64)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(12.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(6,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	2,335.36
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	2,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(4,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464201	Non-Capitalized FF&E	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(3,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	431001	Prof & Technical Services	0271	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Rogers ES - BSI Conference.	0000086245	1,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0271	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Rogers ES - BSI Conference.	0000086245	(150.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	0271	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Rogers ES - BSI Conference.	0000086245	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tech Related Supplies	0000086474	(581.40)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0541	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tech Related Supplies	0000086474	(34.99)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tech Related Supplies	0000086474	581.40
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	0541	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tech Related Supplies	0000086474	34.99
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0761	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll	0000086664	-
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	50,000.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	412109	Teachers Other	9323	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	35,000.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	415109	Teacher Aides Other	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	10,000.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	7,146.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	421103	Retirement System	9323	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	4,168.50
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	4,590.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	422001	FICA	9323	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	2,677.50
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	600.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	350.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	400.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439002	Printing	9323	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	1,000.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2101	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	800.08
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	8,070.33
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	12,891.62
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2120	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	4,619.57
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	3,409.02
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2122	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	500.92
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2123	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	4,271.71
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2124	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	3,471.63
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2131	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	2,518.50
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2141	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	3,409.02
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2161	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	500.92
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	6,379.73
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2181	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	3,402.06
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2182	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	5,162.23
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	1,857.88
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	70,000.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	51010	Instructional - Basic K-12	479001	Miscellaneous Expense	9305	15001	Grants Program	SDMC4	4930504483	5100000000	ESSER II Supplemental Prog Budget	0000086772	6,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - BA #2 DOE Approved.	0000086895	0.60
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	431001	Prof & Technical Services	9305	15001	Grants Program	SDMC4	4930504323	5101100000	Title I Part A - BA #2 DOE Approved.	0000086895	(1,046.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504323	5107000000	Title I Part A - BA #2 DOE Approved.	0000086895	1,046.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	17,187.37
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	3,732.58
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	2,592.97
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	1,600.37

Special Revenue
March 2023 Budget Amendment Detail

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	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	2,664.06
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	37.81
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	245.30
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	6,980.67
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	7,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0381	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Prine ES Reallocating Unused Funds	0000087067	(1,010.93)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4930504593	5100000000	March Payroll Entries	0000087096	-
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4930504593	5100000000	March Payroll Entries	0000087096	-
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504323	5100210000	Funds to Cover NCH for CC 9305	0000087099	1,370.65
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504323	5100210000	Funds to Cover NCH for CC 9305	0000087099	214.32
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504323	5100210000	Funds to Cover NCH for CC 9305	0000087099	51.61
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415102	Teacher Aides Overtime Pay	0641	15001	Grants Program	SDMC4	4930804442	9900000000	Payroll	0000087101	-
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0301	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmetto Cvr Benefits	0000087143	3,014.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	0301	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmetto Cvr Benefits	0000087143	1,200.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	(21,218.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	(3,309.83)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	(3,512.60)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	(1,617.42)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	(21.70)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433004	Out of County Travel-Field Trp	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	1,990.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	(674.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	1,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	11,738.03
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0621	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	(100.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(15,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(20,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	20,200.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(1,762.68)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(1,132.20)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(5,425.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(77.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(148.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433002	Local Travel - Field Trips	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(1,600.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433004	Out of County Travel-Field Trp	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(3,665.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	(1,000.00)

Special Revenue
March 2023 Budget Amendment Detail

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	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	3,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0261	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Oneco Elementary Revision Plan to Cvr Summer School.	0000087222	32,810.54
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Moving funds to Sugg middle school	0000087403	2,526.15
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Moving funds to Sugg middle school	0000087403	(2,526.15)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Moving funds to Sugg middle school	0000087405	(2,526.15)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Moving funds to Sugg middle school	0000087405	2,526.15
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset ES Final BA	0000087439	3,200.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset ES Final BA	0000087439	(1,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset ES Final BA	0000087439	2,500.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset ES Final BA	0000087439	(2,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset ES Final BA	0000087439	900.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset ES Final BA	0000087439	(6,800.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Samoset ES Final BA	0000087439	3,800.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0761	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lee MS	0000087441	2,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0761	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lee MS	0000087441	(5,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	0761	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lee MS	0000087441	1,801.10
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0761	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lee MS	0000087441	(1,801.10)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	(8,770.93)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	(1,044.62)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	(670.98)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	4,064.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	(87.71)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	(1,982.30)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	11,762.94
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	1,982.30
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	(2,825.58)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	(8,198.47)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	5,325.58
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Palmview ES Revision Plan	0000087442	(100.00)
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412109	Teachers Other	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	281,600.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	33,538.56
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	21,542.40
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	2,816.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	24,000.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	24,050.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	171,083.04
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	19,641.57
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	2,000.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9323	15001	Grants Program	SDMC4	4932304576	5100000000	ESSER III Intensive Afterschool/Weekend	0000087443	435,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	(18,972.41)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	(2,259.61)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	(1,451.39)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	(2,940.72)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	(41.74)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	(189.72)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	431001	Prof & Technical Services	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	(7,259.88)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433004	Out of County Travel-Field Trp	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	5,259.88
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	5,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	8,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	5,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES Revision Plan	0000087446	8,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Cvr Negatives	0000087497	(13,778.35)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Part A - Budget to Shore Up Negatives	0000087498	(829.46)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Part A - Budget to Shore Up Negatives	0000087498	(98.79)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Part A - Budget to Shore Up Negatives	0000087498	(63.45)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Part A - Budget to Shore Up Negatives	0000087498	(8.29)

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	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Part A - Budget to Shore Up Negatives	0000087498	125.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	411103	Adm/Direct Supplements	0151	15001	Grants Program	SDMC4	4930504593	5100000000	UniSIG Correct Salary Object Codes	0000087502	22,500.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	411103	Adm/Direct Supplements	0261	15001	Grants Program	SDMC4	4930504593	5100000000	UniSIG Correct Salary Object Codes	0000087502	30,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	411109	Adm/Direct Other	0151	15001	Grants Program	SDMC4	4930504593	5100000000	UniSIG Correct Salary Object Codes	0000087502	(22,500.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	411109	Adm/Direct Other	0261	15001	Grants Program	SDMC4	4930504593	5100000000	UniSIG Correct Salary Object Codes	0000087502	(30,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Clean up Negatives	0000087504	(544.20)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464201	Non-Capitalized FF&E	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Clean up Negatives	0000087504	544.20
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0051	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Ballard ES	0000087512	2,600.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0051	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Ballard ES	0000087512	(2,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0051	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Ballard ES	0000087512	8,651.45
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	(6,000.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	5,832.47
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	(20.01)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	(12.85)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	(930.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	(13.20)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	(1.68)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433004	Out of County Travel-Field Trp	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	3,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	15,176.80
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Tillman ES	0000087514	(7,031.53)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Cvr Negatives	0000087652	544.20
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464201	Non-Capitalized FF&E	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Cvr Negatives	0000087652	(544.20)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Cvr Negatives	0000087654	(180.32)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Cvr Negatives	0000087654	(254.67)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Cvr Negatives	0000087654	(3,887.52)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant	0000087672	(2,428.60)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant	0000087672	(2,533.43)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504073	5130000000	Title III Part A Immigrant	0000087672	1,652.46
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504073	5130000000	Title III Part A Immigrant	0000087672	79.99
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504073	5130000000	Title III Part A Immigrant	0000087672	3,229.58
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504572	5100000000	Homeless ARP	0000087763	18,020.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Homeless Cvr Negatives	0000087765	1,320.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000087948	7,781.75
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000087948	(7,781.75)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000087948	(0.03)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000087950	(1.81)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000087950	(1.02)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000087950	(0.14)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415102	Teacher Aides Overtime Pay	0421	15001	Grants Program	SDMC4	4930504323	5100000000	March Payroll Entries	0000088106	-
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088199	5,197.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088199	18.07
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088199	(5,197.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088199	(86.85)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088199	(5.03)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 21ST CENT	0000088201	(88.38)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 21ST CENT	0000088201	(6.71)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant	0000088285	775.93
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant	0000088285	(805.93)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant	0000088285	30.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Part A Cvr Negatives	0000088310	15.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	10,951.50
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	2,218.10
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	1,526.25
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	1,007.47
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	2,010.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	24.09
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	131.69
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	50.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	25.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	18,144.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	600.00

Special Revenue
March 2023 Budget Amendment Detail

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	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	1,485.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C Migrant - Roll forward	0000088335	5,838.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439001	Other Purchased Services	9310	15001	Grants Program	SDMC4	4931004213	5200000000	IDEA Correction	0000088110	37,551.22
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	439401	Dist to Charter-NonFEFP	9310	15001	Grants Program	SDMC4	4931004213	5200000000	IDEA Correction	0000088110	(37,551.22)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Jane Beach reimbursement	0000085992	124.13
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Jane Beach reimbursement	0000085992	(124.13)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Imperial Builders , Sugg MS , Kim Lough	0000086173	17.79
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Imperial Builders , Sugg MS , Kim Lough	0000086173	(17.79)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0852	15001	Grants Program	SDMC4	4932304243	5300000000	PCHS Check request	0000086185	2,026.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	PCHS Check request	0000086185	(2,026.00)
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	53500	Instruction-Career&TechnicalED	479001	Miscellaneous Expense	0211	15001	Grants Program	SDMC4	4021104013	5350000000	PELL Budget Increase	0000086350	615,793.80
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Reverting part of Journal ID 86186	0000086408	(1,748.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Reverting part of Journal ID 86186	0000086408	1,748.00
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	53500	Instruction-Career&TechnicalED	479001	Miscellaneous Expense	0211	15001	Grants Program	SDMC4	4021104013	5350000000	PELL Reversal Budget Increase	0000086456	(439,933.04)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	387.50
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0181	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	800.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	800.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	1,187.50
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	800.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	1,575.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	800.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	1,725.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000086670	(8,075.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Substitute Teachers	0000086677	(6,125.35)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Substitute Teachers	0000086677	142.45
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Substitute Teachers	0000086677	1,709.40
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Substitute Teachers	0000086677	854.70
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Substitute Teachers	0000086677	284.90
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Substitute Teachers	0000086677	1,282.05
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Substitute Teachers	0000086677	712.25
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Substitute Teachers	0000086677	1,139.60
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Sub & out Of County Travel	0000086681	(310.80)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Sub & out Of County Travel	0000086681	310.80
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Sub & out Of County Travel	0000086681	70.24
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Sub & out Of County Travel	0000086681	(70.24)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0181	15001	Grants Program	SDMC4	4932304243	5300000000	Charted Buses	0000086691	650.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Charted Buses	0000086691	2,400.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Charted Buses	0000086691	2,325.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Charted Buses	0000086691	3,660.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Charted Buses	0000086691	(9,035.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Bus SEHS &King	0000086766	1,232.50
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304243	5300000000	Bus SEHS &King	0000086766	1,232.50
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Bus SEHS &King	0000086766	(2,465.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0281	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0691	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0761	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0853	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Charter buses for TSA Adjustment	0000087033	(2,400.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433004	Out of County Travel-Field Trp	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	250.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433004	Out of County Travel-Field Trp	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	(250.00)

Special Revenue
March 2023 Budget Amendment Detail

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	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0181	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	400.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	800.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	800.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	1,200.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	400.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	400.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	400.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA & FCCLA T Gaines	0000087095	(4,400.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	250.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	(1,175.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	50.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0181	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	775.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	625.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	925.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	1,340.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	150.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	250.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals FBLA FCCLA	0000087162	(3,190.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0801	15001	Grants Program	SDMC4	4932304243	5300000000	NCH Darpino	0000087326	1,000.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304243	5300000000	NCH Darpino	0000087326	(1,205.60)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0801	15001	Grants Program	SDMC4	4932304243	5300000000	NCH Darpino	0000087326	119.10
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0801	15001	Grants Program	SDMC4	4932304243	5300000000	NCH Darpino	0000087326	76.50
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0801	15001	Grants Program	SDMC4	4932304243	5300000000	NCH Darpino	0000087326	10.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	TSA Nationals	0000087357	(8,800.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0281	15001	Grants Program	SDMC4	4932304243	5300000000	TSA Nationals	0000087357	7,500.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	473001	Dues and Fees	0281	15001	Grants Program	SDMC4	4932304243	5300000000	TSA Nationals	0000087357	1,300.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	0861	15001	Grants Program	SDMC4	4932304243	5300000000	Come See Come save , Home Depot	0000087378	1,444.47
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Come See Come save , Home Depot	0000087378	(1,444.47)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Moving funds to Sugg middle school	0000087406	2,526.15
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Moving funds to Sugg middle school	0000087406	(2,526.15)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000087462	(5,600.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000087462	2,500.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000087462	200.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000087462	900.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000087462	1,400.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0861	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000087462	600.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	0072	15001	Grants Program	SDMC4	4932304243	5300000000	B& H Photo	0000087463	298.03
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	B& H Photo	0000087463	(298.03)
1	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42201	Federal Non Cash Advance	53500	Instruction-Career&TechnicalED	479001	Miscellaneous Expense	0211	15001	Grants Program	SDMC4	4021104013	5350000000	PELL Budget Increase	0000087786	48,886.61
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	412201	P/T with FRS Regular Pay	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(2,536.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	416301	NCH Regular Pay	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(600.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(302.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	422001	FICA	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(194.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	652.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	423201	Life Insurance	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	11.00
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	424001	Worker's Compensation	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(26.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(1,123.27)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433005	Out of State Travel	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(736.73)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	464401	Non-Capitalized Computer Hardw	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(32.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104143	5400000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	(825.00)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 4423 Adult AGE	0000087670	(662.20)
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433005	Out of State Travel	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 4423 Adult AGE	0000087670	739.26
1	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	55010	Prekindergarden	451001	Supplies	9307	15001	Grants Program	SDMC4	4930504323	5500000000	Title I Part A - BA #2 DOE Approved.	0000086895	(0.60)
																				1,573,512.06
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	73010	School Admin - Principal	433003	Out of County Travel	9304	15001	Grants Program	SDMC4	4930804442	9900000000	Out of State Travel	0000086675	(6,600.00)
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	73010	School Admin - Principal	433005	Out of State Travel	9304	15001	Grants Program	SDMC4	4930804442	9900000000	Out of State Travel	0000086675	6,600.00
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	73010	School Admin - Principal	433003	Out of County Travel	9304	15001	Grants Program	SDMC4	4930804442	9900000000	Out of State Travel	0000086684	6,600.00
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	73010	School Admin - Principal	433005	Out of State Travel	9304	15001	Grants Program	SDMC4	4930804442	9900000000	Out of State Travel	0000086684	(6,600.00)
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143	0000087111	(39.78)
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	433009	Class C Meals	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143	0000087111	39.78
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	411101	Adm/Direct Regular Pay	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	27,861.00

Special Revenue
March 2023 Budget Amendment Detail

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	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	3,318.00
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	422001	FICA	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	2,131.00
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	3,692.00
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	423201	Life Insurance	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	61.00
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	424001	Worker's Compensation	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	279.00
2	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104143	7300000000	BT2 4143 Adult IELCE Amendment # 2	0000087605	79.00
																				37,421.00
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0301	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Palmetto ES	0000086074	3,014.00
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	439001	Other Purchased Services	0072	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(2,000.00)
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0072	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Bayshore HS Plan Revision	0000086157	(1,100.00)
3	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	78010	Student Transportation Service	479001	Miscellaneous Expense	9514	15001	Grants Program	SDMC4	4930504483	7800000000	ESSER II Supplemental Prog Budget	0000086772	105,000.00
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	436001	Rentals	0301	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Palmetto Cvr Benefits	0000087143	2,000.00
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0301	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Palmetto Cvr Benefits	0000087143	(2,000.00)
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	439001	Other Purchased Services	0581	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Sugg MS Funds for Transportation and NCH	0000087145	(2,000.00)
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0581	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Sugg MS Funds for Transportation and NCH	0000087145	2,000.00
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	436001	Rentals	0621	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Abel Elementary Funds to Cvr Summer PD and Summer School.	0000087217	570.00
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0421	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Samoset ES Final BA	0000087439	2,651.80
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	436001	Rentals	0281	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Palmview ES Revision Plan	0000087442	(750.00)
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	436001	Rentals	0521	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Tillman ES	0000087514	4,900.00
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0521	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Tillman ES	0000087514	5,000.00
3	9	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	436001	Rentals	9305	15001	Grants Program	SDMC4	4930504572	7800000000	Homeless ARP	0000087763	(18,099.81)
3	9	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	433004	Out of County Travel-Field Trp	9305	15001	Grants Program	SDMC4	4930504933	7800000000	Title I Part C Migrant - Roll forward	0000088335	1,899.00
																				101,084.99

Food Service Fund
March 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,771,125)	(12,771,125)	-	0.00%	
30X	Revenue	(34,743,409)	(34,743,409)	-	0.00%	
76X	Food Services	34,540,641	34,540,641	-	0.00%	
81X	Maintenance of Plant	-	-	-	n/a	
9XX	Unappropriated Fund Balances	12,973,893	12,973,893	-	0.00%	