Agenda
Updated 12/4/2024

December 10, 2024
School Board of Manatee County
Regular Board Meeting - 5:30 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. COLOR GUARD | Parrish Community High School

4. INVOCATION

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF THE AGENDA

1. Approval of the Agenda Amendments - added after publishing

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the November 12, 2024 School Board Meeting and the November 19, 2024 Reorganization Meeting and November 19, 2024 Annual Meeting of the School Board Leasing Corporation

8. STUDENT CELEBRATIONS / RECOGNITIONS

1. JROTC Raider Challenge National Championship
2. Florida Marching Band Champions

9. 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.

10. REPORTS AND PRESENTATIONS

1. 2024-2025 Music Expo Series

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 Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)
2. Approval to Place Former Employee on Florida Educator Disqualification List (No Financial Impact) - Updated 12/4/2024
3. Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages) (No Financial Impact)
4. Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement (No Financial Impact)
5. Approval to Apply, Accept, and Expend the Unified School Improvement Grant (UniSIG) 2024-2025 Supplemental Teacher and Administrator Allocation in the Amount of $337,500.00 (Incoming State Grant Funds)
6. Approval to Apply, Accept and Expend the 2025 Perkins V Career and Technical Education Equipment Upgrade and Modernization Grant in the Amount of $204,100.00 (Incoming State Grant Funds)
7. Approval to Accept and Expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Secondary Grant Roll Forward Increase for the 2024-2025 School Year in the Amount of $95,724.00 (Incoming Federal Grant Funds)
8. Approval of the Agreement Between the School District of Manatee County and Rishikripa Inc d/b/a Apex Care Pharmacy 2 for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2024-2027 School Years (No Financial Impact)
9. Approval of the Agreement Between the School District of Manatee County and DeSoto County Board of County Commissioners for Clinical Experience for Manatee Technical College (MTC) Fire Science Students for the 2024-2027 School Years (No Financial

Impact)

10. Approval of Haile Middle School - Classroom Addition and Renovation - Partial Substantial Completion and Certificate of Occupancy (No Financial Impact)
11. Approval of Southeast High School New Science Building - Substantial Completion and Certificate of Completion Phase III (No Financial Impact)
12. Approval of the Rye Ranch Elementary School Prototype Design - Agreement Between Owner and Skanska USA Building, Inc., in the Amount of $148,467.00 (Capital Funds)
13. Approval of the Artisan Lakes Elementary School Prototype Design - Agreement Between Owner and Skanska USA Building, Inc., In the Amount of $148,467.00 (Capital Funds)
14. Approval of Annie Lucy Williams Elementary School Classroom Addition - Agreement Between Owner and Gilbane Building Company - Amendment 1 in the Amount of $227,070.52 (Capital Funds)
15. Approval of Palma Sola Elementary School - Campus Renovations - Agreement Between Owner and McIntyre Elwell & Strammer General Contractors, Inc. - Amendment 3 - Guaranteed Maximum Price Phase III in the Amount of $22,124,230.97 (Capital Funds)
16. Approval of Parrish Community High School Classroom Addition - Amendment 1 - Agreement Between Owner and Bureau Veritas North America, Inc. - in the Amount of $6,100.00 (Capital Funds)
17. Approval of Emergency Storm Repairs - Fencing Summaries 1-13 - Agreement Between Owner and Willis A. Smith Construction, Inc., in the Amount of $625,761.00 (Capital Funds/FEMA Reimbursement)
18. Approval of Manatee High School Building 15 Gymnasium - Emergency Storm Repairs - Agreement Between Owner and Creative Contractors, Inc., in the Amount of $1,289,140.00 (Capital Funds/FEMA Reimbursement)
19. Approval of Parrish Community High School - Change Order 4 - Agreement Between Owner and Williams Company Tampa, Decrease in the Amount of $239,939.39 (Capital Funds)
20. Approval of MTC Law Academy - Change Order 2 - Agreement Between Owner and A.D. Morgan, Decrease in the Amount of $12,940.00 (Capital Funds)
21. Approval of Blackburn Elementary School - Classroom Addition and Renovation - Change Order 2 - Agreement Between Owner and A.D. Morgan, Decrease in the Amount of $1,553,026.39 (Capital Funds)
22. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)
23. Approval of Amendment to Manatee County Sheriffs' Office K-9 Training Facility Lease (No Financial Impact)
24. Approval of Employee Benefits Related Contracts for the 2025 Plan Year, Estimated at $1,700,000.00 Annually (Health Insurance Fund)
25. Approval to Renew Purchase of Stop Loss Insurance, SDMC No. 25-80085, Not to Exceed $445,677.00 (Health Insurance Fund)
26. Approval for the Manatee High School Wrestling Team to Compete in the 2024 Hatfield McCoy Wrestling Tournament in Pikeville, Kentucky on December 26-29, 2024 (School Internal Accounts)

27. Approval for the Manatee High School Choir Students to Attend and Perform at the American Celebration of Music in Finland and the Baltics on May 31-June 9, 2025 (School Internal Accounts)

12. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

13. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of the Budget Amendments for October 2024
2. Approval of MTC Aviation Classroom - Amendment 1 - Between Owner and Schenkel & Shultz, Inc., in the Amount of $139,209.00 (Multiple Funding Sources)
3. Approval of MTC Aviation Hangar - Agreement Between Owner and Schenkel & Shultz, Inc., in the Amount of $149,766.00 (Multiple Funding Sources)

15. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Board Committee Assignments for Calendar Year 2024-2025
2. Acceptance of the Resignation of Citizen's Financial Oversight Committee Member
3. Board Discussion Regarding Harvey K-8 School / Campuses Name

16. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Financial Statements Through October 31, 2024
2. Year-to-Date Charter School Financial Statement Summary Through October 31, 2024
3. Quarterly ESSER Report for Period Ending September 30, 2024
4. Hurricane Helene Reimbursement FEMA Sub-Grant DR-4828-FL (Anticipated Incoming Grant Funds)

17. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 6.1

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

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

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

Agenda amended on Wednesday December 4, 2024 to **remove** attachments **from** Consent Item *Approval to Place Former Employee on Florida Educator Disqualification List (No Financial Impact).*

Agenda amended on Friday December 6, 2024 to **add** updated attachments **to** Consent Item *Approval to Place Former Employee on Florida Educator Disqualification List (No Financial Impact).*

Agenda amended on Friday December 6, 2024 to **update** attachment **of** Consent item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact).*

Agenda amended on Friday December 6, 2024 to **update** attachments **of** Consent Item *Approval of Employee Benefits Related Contracts for the 2025 Plan Year, Estimated at $1,700,000.00 Annually (Health Insurance Fund).*

Agenda amended on Friday December 6, 2024 to **remove** New Business No Superintendent Recommendation item *Authorization to Join the Multi District Lawsuit Regarding Insulin on Behalf of the School District of Manatee County.*

Agenda amended on Friday December 6, 2024 to **add** Presentation *2024-25 Music Expo Showcase* **to** Reports and Presentations Item.

Agenda amended on Friday December 6, 2024 to **move** Consent items *Approval of MTC Aviation Classroom - Amendment 1 - Between Owner and Schenkel & Shultz, Inc., in the Amount of $139,209.00 (Multiple Funding Sources)* **and** *Approval of MTC Aviation Hangar - Agreement Between Owner and Schenkel & Shultz, Inc., in the Amount of $149,766.00 (Multiple Funding Sources)* **to** New Business (Non Consent).

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

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

Recommendation
The Superintendent recommends the approval of the agenda amendments.

Financial Impact
No Financial Impact

Contact
Submitting Department: School Board

AGENDA ITEM NO. 7.1

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the November 12, 2024 School Board Meeting and the November 19, 2024 Reorganization Meeting and November 19, 2024 Annual Meeting of the School Board Leasing Corporation

Executive Summary
Approval of the Minutes of the November 12, 2024 School Board Meeting and the November 19, 2024 Reorganization Meeting and November 19, 2024 Annual Meeting of the School Board Leasing Corporation

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

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

Recommendation
The Superintendent recommends the approval of the minutes of the November 12, 2024 School Board Meeting and the November 19, 2024 Reorganization Meeting and November 19, 2024 Annual Meeting of the School Board Leasing Corporation

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
November 12, 2024 School Board Meeting Minutes
November 19, 2024 Reorganization Meeting Minutes
November 19, 2024 Minutes of Annual Meeting of the Manatee School Board Leasing Corp

Minutes
November 12, 2024
Regular Meeting - 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

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

Chair Choate called the Meeting to order at 10:01 AM.

2) READING OF THE DISTRICT'S VISION

Chair Choate read the District's Vision.

3) INVOCATION

The invocation was given by Pastor Gary Foreman.

4) PLEDGE OF ALLEGIANCE

Chair Choate led the recitation of the Pledge of Allegiance.

5) APPROVAL OF THE AGENDA

5.1. Motion to Approve Agenda as Amended

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

Superintendent Wysong stated that Consent Item 13 needed to be pulled from the agenda and would come before the Board during the December Board Meeting.

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

Agenda amended on Friday November 8, 2024, to **update** Consent Items attachment, *HR Board Material November 12, 2024 - updated 11.8.2024.*

Agenda amended on Friday November 8, 2024, to **add** New Business (Non-Consent) item *Modification of 2024-25 SDMC Academic Calendar for Select Schools (No Financial Impact) - added after publishing.*

Agenda amended Friday November 8, 2024, to **add** New Business (No Superintendent Recommendation) item *Approval of the Proposed 2025 Greater Florida Consortium of School Boards (GFSCB) Legislative Program - added after publishing.*

6) APPROVAL OF MINUTES

6.1 Motion to Approve the Minutes of the October 22, 2024, School Board Meeting-Public Hearing-Meeting of the Leasing Corp, October 25, 2024, School Board Workshop, and October 29, 2024, Special School Board Meeting

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

7) RECOGNITIONS

7.1 Farm City Week

Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced the following district employees to speak about Farm City Week.

- Dr. Paul Gansemer – Executive Director Adult, Career and Technical Education
- Ms. Kelli Kennedy – Assistant Director of Career and Technical Education

Farm City Week is a program created by Kiwanis International to be celebrated each year during the Thanksgiving Season. This year celebration will be November 20-27, 2024. The purpose of Farm City Week is to improve communication and mutual understanding between farmers and urban residents. It is a week set aside to recognize the important relationship that exists between our farm and city communities.

The Farm City Week Proclamation was read by Board Member Messenger and presented to Dr. Paul Gansemer and Ms. Kelli Kennedy.

7.2 Board Member Foreman

Mr. Mike Barber, Director of Communications, Family and Community Engagement, provided an overview and history of Board Member Mary Foreman's service to the District and Board. Board Member Foreman served four years on the School Board.

The Board Members expressed their appreciation for Mrs. Foreman's contributions during her tenure on the School Board and thanked her for her dedicated service.

Board Member Foreman gave a special thanks to District personnel for their support during her tenure on the Board as well as noting the continued support of the Manatee County League of Women Voters.

Superintendent Wysong spoke regarding Board Member Foreman's service and presented her with a plaque for her distinguished service, as well as folded American flag in a shadow box that was flown over the state capital.

7.3. Board Member Messenger

Mr. Mike Barber, Director of Communications, Family and Community Engagement, provided an overview and history of Board Member Gina Messenger's service on the Board and District for the last eight years.

Board Members recognized Mrs. Gina Messenger for her service to the School District and wished her best in her future endeavors. It was recognized that her knowledge and dedication were irreplaceable and the state of the District was better because she was a part of it.

Board Member Messenger spoke regarding her time and noted what an honor it had been to serve and gave a special thanks to the district employees who helped her on her way; and thanked her family for their support with the last eight years.

Superintendent Wysong made a statement regarding Board Member Messenger's service and presented her with a plaque for her distinguished service, as well as folded American flag in a shadow box that was flown over the state capital.

8) PUBLIC COMMENTS (Up to 30 Minutes)

Public Comments were as follows:

- Kelly Ford
- Elaine Graham
- Charlie Kennedy
- Susan Agruso
- Merrie Lynn Parker
- Ryan Haczynski
- Richard Tatem

9) REPORTS and PRESENTATIONS

9.1 Veterans Day Recap

Dr. Stepahanie Callaway, Executive Director of Elementary Education, and Ms. Sharon Scarbrough, Executive Director of Secondary Schools, provided an overview of school activities and celebrations for Veterans Day 2024. Included in the presentation were photos from the District wide Veterans Day celebrations, which included parades, music performances, letter writing, banner making, book reading and much more.

Superintendent Wysong thanked the staff for the presentation and noted the activities in which he was able to participate. Board Members spoke regarding the importance of students participating in Veterans Day.

Chair Choate called a brief recess at 11:13 A.M. and reconvened the meeting at 11:22 A.M.

10) CONSENT ITEMS

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

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

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

10.3. Approval to Apply, Accept and Expend the Postsecondary Workforce Development Capitalization Incentive Grant (CAP Grant) for the 2024-2025 School Year in the Amount of $428,000.00 (Incoming State Grant Funds)

10.4. Approval to Apply, Accept, and Expend the Workforce Development Capitalization Incentive Grant (CAP Grant) 9-12 for the 2024-2025 School Year in the Amount of $498,130.00 (Incoming State Grant Funds)

10.5. Approval of Request to Declare Surplus and Dispose of District Vehicles (Possible Incoming Funds to General Fund)

10.6. Approval of MTC Law Academy - Change Order 1 - Agreement Between Owner and A.D. Morgan, Decrease in the Amount of $215,458.88 (Capital Funds)

10.7. Approval of Sea Breeze Elementary School - Roof Replacement - Change Order 3 Final - Agreement Between Owner and Manhattan Construction Company, Decrease in the Amount of $42,187.63 (Capital Funds)

10.8. Approval of SDMC Fencing Enhancements Phase III - Substantial Completion (No Financial Impact)

10.9. Approval of SDMC Fencing Enhancements Phase III - Change Order 2 Final - Agreement Between Owner and Halfacre Construction Company, Decrease in the Amount of $35,317.95 (Capital Funds)

10.10. Approval of Braden River High School and Southeast High School - Football Field Upgrades Synthetic Turf - Change Order 2 Final - Agreement Between Owner and P.J. Hayes., Inc. dba Tandem Construction, Decrease in the Amount of $75,659.87 (Capital Funds)

10.11. Approval of Southeast High School - New Science Building - Change Order 10 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction - Return of Unspent Direct Materials Purchase (DMP) Funds in the Amount of $20,237.20 (Capital Funds)

10.12. Approval for Bayshore High School AVID (Advancement Via Individual Determination) Students to Visit Washington, D.C., William & Mary, and Savannah State University on February 9-15, 2025 (School Internal Accounts)

~~**10.13. Approval to Accept and Expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Secondary Grant Roll Forward Increase for the 2024-2025 School Year in the Amount of $95,724.00 (Incoming Federal Grant Funds)**~~ **Removed at meeting 11/12/2024.**

11) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

12) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13) NEW BUSINESS (NON-CONSENT ITEMS)

13.1 Motion for Approval of Budget Amendments for September 2024

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

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the Budget Amendments for September 2024.

13.2 Motion for Approval of Job Description of Manager, Safety and Emergency Management

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

Superintendent Wysong provided information regarding the job description revision.

13.3 Motion to Approve Modification of 2024-2025 SDMC Academic Calendar for Select Schools

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

Superintendent Wysong provided the background for this modification. The Superintendent stated that due to the need to balance total instructional hours between semesters, there was a need to move the

end date of the first semester back by two days at the high school level. The Board asked questions and held discussion.

14) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

14.1. Approval of Travel Expense Associated with the School Board Members' and Superintendent Wysong's Attendance at the FSBA-FADSS Annual Joint Conference, at the Grand Hyatt Tampa Bay, FL, Not to Exceed $8,000.00

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

14.2 Motion for Approval of the Authorize Audit Committee to Negotiate Letter of Engagement for Internal Audit Services SDMC No. 25-0077-RG and External Audit Services, SDMC No. 25-0078-RG

Board Member Foreman requested the item be broken into two separate votes due to the recommendation to engage with two different audit firms. The clerk complied.

Board Member Foreman stated that the Auditor Selection Committee held meetings to discuss and rate the applicants for internal and external auditor services, followed by a process of interviewing each applicant, then provided the Board a ranked recommendation for negotiations.

Board Member Foreman stated the statutory obligation for auditors and stated that Board Member Messenger and Vice-Chair Spray attended, but did not participate in all the interviews and meetings.

The Audit Selection Committee's final recommendation was as follows:
Internal Audit Services - RSM USA, Inc
External Audit Services – Purvis and Gray and Company, LLP

14.2a. Motion for Approval to Authorize Audit Committee to Negotiate Letter of Engagement with RSM USA, Inc, for Internal Audit Services SDMC No. 25-0077-RG

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

In attendance at the meeting from RSM, were Mr. Matthew Blondell and Ms. Ava Doraisamy, who provided background information about RSM USA, Inc. They noted that they both are part of the internal audit team assigned to the Manatee County engagement.

14.2b Motion for Approval to Authorize the Board Attorney to Negotiate Letter of Engagement for External Audit Services, SDMC No. 25-0078-RG with Purvis Gray and Company LLP

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

Present from Purvis Gray and Company LLP, were Ms. Tiffany Mangold, Audit Partner; Mr. Michale Sandstrum, Audit Director; and Mr. Pearce Hogan, Engagement Manager for the School District of Manatee County.

14.3 Motion to Approval of the Board's Legal Firm Evaluation for the Year 2024

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

Board Member Messenger stated that the School Board Attorney was rated highly effective for 2024.

14.4 Motion to Approve the Proposed 2025 Greater Florida Consortium of School Boards (GFSCB) Legislative Program

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

Board Member Foreman provided an overview of the recent Greater Florida Consortium of School Boards (GFCSB) meeting. Board members held discussion regarding the meeting and items listed in the legislative program. The Board reached the agreement to keep all items listed in the GFCSB 2025 legislative program.

15) INFORMATION ONLY (No Board Action Required)

15.1. Year-To-Date Financial Statements Through September 30, 2024

15.2. Year-To-Date Charter School Financial Statement Summary Through September 30, 2024

16) CONTINUED PUBLIC COMMENT (IF NECESSARY)

17) UPDATES

17.1. INSTRUCTIONAL UPDATE

Dr. Laurie Breslin, Executive Director Student Support and Family Engagement, updated the board on the following:

- National School Psychologist Week (November 11-15, 2024)
- Palm View K-8 recognized as a Data Verified School by Woz-Ed
- Recent and upcoming training for Title 1 teachers
- Congratulations to Ms. Cassandra D'Addeo for winning the State Counselor of the Year Award

17.2. OPERATIONS UPDATE

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

- Job fairs (recent and upcoming)
- IT Promethean technology updates
- Construction project updates

17.3. LEGAL DEPARTMENT UPDATE

Mr. Stephen Dye, School Board Attorney, thanked the Board for the annual evaluation, and thanked the Board members who are leaving and wished them luck in their future.

Mr. Kevin Pendley, General Counsel, thanked the outgoing board members and wished them success in their future.

18) SUPERINTENDENT REMARKS

Superintendent Wysong updated the Board with the following:

- Thanked the Board for approving the consent agenda and highlighted key items
- Announced the transition of new board members has begun and upcoming meeting dates
- Mentioned attendance at the Guy Harvey annual event in Ft. Lauderdale where the District was awarded School of the Year
- Reviewed recent school visits and the ribbon-cutting for the Southeast High School Science Building
- Noted the annual reorganization meeting and swearing-in of new School Board Members will be on November 19, 2024

19) BOARD COMMENTS

Board Member Messenger

Board Member Messenger spoke regarding the following:

- Thanked community for the support with the approval of the referendum
- Thanked family and employees for the support over the last 8 years

Board Member Foreman

Board Member Foreman addressed the following points:

- Expressed gratitude to district employees and students
- Mentioned recent consortium and audit committee events
- Acknowledged participation as a volunteer judge for the Southeast Debate Club

Vice-Chair Spray

Vice-Chair Spray provided an update on the following matters:

- Noted the recent ribbon-cutting ceremony for the science building at Southeast High School
- Stated a recent visit to Blackburn Elementary School with the Superintendent
- She acknowledged the retirees listed in the Human Resources (HR) documents

Chair Choate

Chair Choate addressed the following points:

- Expressed gratitude to staff for their coordinating calendar changes after the hurricane
- Acknowledged and thanked Ms. Foreman and Ms. Messenger for their contributions to the District

20) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 12:23 PM.

_____

Chad Choate, III
Chairman

NOTICE

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

to the meeting, to participants with disabilities.

Minutes

November 19, 2024

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

Times Indicated Are Approximate

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1) CALL TO ORDER

Attendee Name	Status
Dr. Jason C. Wysong, Superintendent Joseph Ranaldi, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instruction Heather Felton, Board Member Cindy Spray, Board Member Charlie Kennedy, Board Member Chad Choate, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Kevin Pendley, General Counsel	Present

Superintendent Wysong called the Reorganization Meeting to order at 10:01 A.M.

2) PLEDGE OF ALLEGIANCE

Superintendent Wysong led the recitation of the Pledge of Allegiance.

3) REORGANIZATION OF SCHOOL BOARD

3.1 Recognition and Presentation of Board Members

Superintendent Wysong introduced the successful candidates and appointee on behalf of the District and welcomed the following citizens officially to the School Board of Manatee County:

- District 1 – Mrs. Heather Felton (elected)
- District 3 – Mr. Charlie Kennedy (elected)
- District 5 – Mr. Richard Tatem (appointed by Governor DeSantis on November 18, 2024)

3.2 Oath of Office Administered to Board Members

Superintendent Wysong introduced the Honorable Judge Inman for the swearing in of the new School Board Members.

3.2a. Swearing in of Mrs. Heather Felton as District 1 School Board Member

The Honorable Judge Inman led the recitation of the Oath of Office for Board Member Felton.

Also in attendance for the swearing in were Mrs. Felton's husband Sean Felton and son Indigo Felton.

3.2b. Swearing in of Mr. Charlie Kennedy as District 3 School Board Member

The Honorable Judge Inman led the recitation of the Oath of Office for Board Member Kennedy.

Also in attendance for the swearing in was Mr. Kennedy's partner Lisa Ramirez.

3.2c. Swearing in of Mr. Richard Tatem as District 5 School Board Member

The Honorable Judge Inman led the recitation of the Oath of Office for Board Member Tatem.

Also in attendance for the swearing in was Mr. Tatem's wife Regina Tatem.

3.3 Election of Chairman

Superintendent Wysong called for nominations for Board Chairman. Board Member Kennedy nominated Board Member Choate for Chairman. Board Member Spray nominated herself for Chairman. There were no other nominations for Chairman. Superintendent Wysong noted the voting would be taken in the order nominated, and the nominee who receives the majority vote will be Chair.

3.3.a. Nomination of Chad Choate for Chairman of the School Board of Manatee County

RESULT:	**Passed [5-0]**
AYES:	Chad Choate, Richard Tatem, Charlie Kennedy, Heather Felton, Cindy Spray

3.4 Election of Vice-Chairman

Superintendent Wysong called for nominations for Board Vice-Chairman. Board Member Choate nominated Board Member Tatem for Vice-Chairman of the Board. Board Member Kennedy nominated Cindy Spray for Vice-Chairman of the Board. There were no other nominations for Vice-Chairman. Superintendent Wysong noted the voting would be taken in the order nominated, and the nominee who receives the majority vote will be Vice-Chair.

3.4.a. Nomination of Richard Tatem for Vice-Chairman of the School Board of Manatee County

RESULT:	**Failed [2-3]**
AYES:	Chad Choate, Richard Tatem
NAYS:	Cindy Spray, Charlie Kennedy, Heather Felton

3.4.b. Nomination of Cindy Spray for Vice-Chairman of the School Board of Manatee County

RESULT:	**Passed [3-2]**
AYES:	Cindy Spray, Charlie Kennedy, Heather Felton
NAYS:	Chad Choate, Richard Tatem

Superintendent Wysong congratulated Chair Choate and Vice-Chair Spray on their seats as Chair and Vice-Chair.

Superintendent Wysong called for a short technical recess at 10:12 A.M.

Chair Choate called the meeting back from recess at 10:17 A.M.

3.5 Set Schedule for Regular Meetings

Chair Choate noted the draft that was provided of the Regular Meetings for the upcoming year and asked if there were any requests for changes.

3.5.a. Motion to Approve All Evening Meetings to Begin at 5:30 PM.

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

The Board held discussion regarding the start time of evening meetings and came to a consensus that these will begin at 5:30 P.M.

3.5b. Motion to Accept the Calendar of Regular Scheduled School Board Meetings for 2023-2024 as Amended

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

3.6 Discussion Regarding Workshops

The Board held a brief discussion regarding the day and times of Board Workshops. A consensus was reached that the Workshops would begin at 10:00 A.M. to align with all other morning School Board Meetings, and also that the Workshops would normally be held each Friday directly after a Tuesday meeting.

3.7 Board Committee Assignments for 2024-2025

Chair Choate noted the draft of the 2024-2025 Board Committee Assignment List was provided to Board Members prior to the meeting and asked if there was any discussion. The Board held discussion regarding each committee that currently has members of the School Board assigned to it and recommendations and assignments were made.

Chair Choate noted that the completed Board Committee Worksheet would come to the Board for a vote the first meeting in December and would reflect the changes and assignments requested during the meeting.

4) RECESS REORGANIZATION MEETING

Chair Choate recessed the Reorganization Meeting at 10:40 A.M to call open the Annual Meeting of the Manatee School Board Leasing Corporation.

5) ANNUAL MEETING OF MANATEE SCHOOL BOARD LEASING CORPORATION

5.1 Call to Order of the Annual Meeting of the Manatee School Board Leasing Corporation

President Choate called to order the Annual Meeting of the Manatee School Board Leasing Corporation at 10:40 A.M.

5.2 Annual Meeting of the Manatee School Board Leasing Corporation

President Chad Choate III read the following statement:

Under the Articles of Incorporation for the Manatee School Board Leasing Corporation, the members of the not-for-profit corporation are the members of the School Board. The Articles of Incorporation provide that the Board of Directors, unless changed by the membership, are the members of the School Board. The Articles also provide that the Chair of the School Board will be the Chair of the Board of Directors of the Corporation, and the Vice-Chair of the School Board will be the Vice-Chair of the Board of Directors of the Corporation. The officers are the President, Vice-President, and Secretary /Treasurer. It provides that the Chair of the School Board is the President, the Vice-Chair is the Vice-President, and the Secretary/Treasurer is the Secretary of the School Board, which is the Superintendent.

5.2a. Motion to Approve of the Officers of the Manatee School Board Leasing Corporation as Listed in the Statement Read by President Chad Choate III

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

5.3 Adjournment of the Annual Meeting of the Manatee School Board Leasing Corporation

There being no further business to come before the Board, President Chad Choate adjourned the Annual Meeting of the Manatee School Board Leasing Corporation meeting at 10:42 A.M.

6) RECONVENE REORGANIZATION MEETING

Chair Choate called the Reorganization Meeting back to order at 10:42 A.M.

7) SUPERINTENDENTS COMMENTS

8) BOARD COMMENTS

9) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the School District of Manatee County Annual Reorganization Meeting at 10:49 A.M.

_____ _____

Jason C. Wysong, Ed.D., 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.

MANATEE SCHOOL BOARD LEASING CORPORATION

Minutes of
Annual Board of Directors Meeting

Tuesday, November 19, 2024

The Annual Board of Directors meeting of the Manatee School Board Leasing Corporation was held at the Manatee School Board Administration Building on Tuesday, November 19, 2024, at 10:40 a.m.

The meeting of membership was called to order. The following members were present: Jason C. Wysong Ed.D., Chad Choate III, Cindy Spray, Heather Felton, Charlie Kennedy and Richard Tatem.

Chad Choate, Chairman, stated that under the Articles of Incorporation for the Manatee School Board Leasing Corporation, the members of the not-for-profit corporation are the members of the School Board. The Articles of Incorporation provide that the Board of Directors, unless changed by the membership, are the members of the School Board. The Articles also provide that the Chair of the School Board will be the Chair of the Board of Directors of the Corporation, and the Vice-Chair of the School Board will be the Vice-Chair of the Board of Directors of the Corporation. The officers are the President, Vice-President, and Secretary/Treasurer. It provides that the Chair of the School Board is the President, the Vice-Chair is the Vice-President, and the Secretary/Treasurer is the Secretary of the School Board, which is the Superintendent.

Motion to approve of the Officers of the Manatee School Board Leasing Corporation as listed in the statement read by Chair Choate was approved unanimously.

ADJOURNMENT

There being no further business to come before the Board, President Choate adjourned the meeting at 10:42 a.m.

Jason C. Wysong, Ed.D., Ex Officio Secretary
and Superintendent of Schools

Chad Choate, III
President

AGENDA ITEM NO. 8.1

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
JROTC Raider Challenge National Championship

Executive Summary
More than 200 schools from across the nation participated in the JROTC National Raider Challenge at Fort Knox, Kentucky, on October 24-27 in search of a National Championship title.

The competition featured grueling obstacle courses, a 5K run and a cross-country rescue mission involving a one-rope bridge.

The Palmetto High School Raider team consisting of Stephanie Quintero-Hernandez (team captain), Estefany Blas-Perez, Mia Vargas-Gonzalez Daphne Corona, Cindy Perez-Gonzalez, Mishmaella Olivier, Nina Velazquez, Escarlet Arenas, Emily Tovar-Romo, Faith Ramirez, Elise Jacobs, Debora Argueta, Allison Tripp, and Neida Perez-Ramos won the national championship in their competition category.

JROTC Raider teams from Manatee High also placed second nationally.

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

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

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

AGENDA ITEM NO. 8.2

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Florida Marching Band Champions

Executive Summary
Braden River High School Marching Band of Pirates were named State Champions at the Florida Marching Band Championships in Palm Beach on November 16. Schools from across the state participate in this annual competition to show off their musical and marching talents.

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. 10.1

School Board of Manatee County
December 10, 2024 - Regular Board Meeting

Title
2024-2025 Music Expo Series

Executive Summary
Mrs. Tiffany Spradling, Secondary Curriculum Director, Mrs. Rhea Skaggs, Visual Performing Arts Specialist, and Mr. Ricardo Robinson-Shinall, Visual and Performing Arts Specialist, will present a summary of the district-wide Music Expo events held for SDMC elementary students in November.

Contact
Submitting Department: Secondary Curriculum
Initiated By: Tiffany Spradling

Attachments:
2024-25 Music Expo Showcase- added after publishing

2024-25 Music Expo Showcase

School Board Meeting
December 10, 2024

Strategic Plan Alignment

Ready for Life Goal 5: Expand visual and performing arts programs across all schools

- Strategy 3: Increase visual and performing arts course offerings across all schools that are unique to each school's student needs and interests

Music Expo

- Showcasing future high school performing arts program opportunities for elementary and middle school students in band, orchestra, jazz band, and chorus
- Coordinated via collaboration between Curriculum Department's Visual and Performing Arts Specialists, Principals, and performing arts teachers across participating schools
- Elementary visits held in November; additional elementary and middle visits scheduled for early-2025

Participating Schools – Fall 2024

Host High Schools	Attending Elementary Schools	
Bayshore	Abel	Myakka
Braden River	Anna Maria	Oneco
Manatee	Ballard	Palma Sola
Palmetto	Bayshore	Palmetto
Parrish Community	Gullett	Palm View K-8
	Harvey	Prine
	Kinnan	Rogers Garden- Bullock
	McNeal	Tara
	Miller	Williams
	Mills	Witt



Braden River Music Expo











Parrish Community Music Expo











Manatee HS Music Expo











Bayshore Music Expo









Palmetto Music Expo









Student Survey Feedback

"I liked band - it looks cool. The chorus was amazing !! :) and the Orchestra was very soothing."

"When they did choir, it was so good I wanted to go up there and hug them!"

"I think my opinion on chorus changed a lot because when I came to the performance, I was completely set on the thought of not doing Chorus but now I am considering it. Orchestra seemed very fun, and I will be trying that, as well as band."

"I would like to do band and chorus in middle school!"

"I was planning to do art and chorus as a class but after (the Expo) not only do I want to do chorus, I want to do Orchestra, Theater, Chorus, and maybe Band."

Teacher and Admin Survey Feedback

"Thank you for showcasing our district's wonderful talents!"

"Thank you for putting on this field trip for our students. They all came back very excited about the music programs in high school."

"Thank you for helping us make this happen!!! The JOY we heard as the students left made an impact on us, as we have seemed to have made an impact on them. THESE are the moments that make lasting memories and create a positive culture for Manatee county!"

"Thanks for planning this. I hope we can continue this type of event to advocate for students to become involved in Music in MS and HS."

"I hope this increases student participation in the arts. They are so beneficial."

Next Steps/Upcoming Events

- Additional Music Expos for elementary and middle school students will occur in Spring
  - Braden River – January 7, 2025
  - Parrish Community – January 15, 2025
- Curriculum will continue to receive survey feedback from teachers, students, and administrators to help plan for 2025-26 Music Expos

2024-25 Music Expo Showcase

SDMC Visual and Performing Arts

Curriculum and Instruction Department

December 10, 2024

AGENDA ITEM NO. 11.1

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material December 10, 2024 - updated 12.6.2024

Board Material - December 10, 2024 Revised 12/6/24

Type		*Information/Position/Location*	Eff Date
Appointment/Admin			
	Coachman, Reginald	Info Applications Coordinator Professional Support Center **(Range $45,967-$86,043)**	10/28/2024
	Hunt, Maria	Instructional Specialist Samoset Elementary **(Range $60,544-$112,040)**	10/27/2024
	Louis, Benjamain	Field Technician Parrish Community High **(Range $40,886-$76,822)**	11/11/2024
	Soto Quintana, Glorianna	School Psychologist - 11 Mo. Professional Support Center **(Range $61,344-$111,337)**	12/1/2024
	Treleaven, Victoria	Specialist, ESOL Professional Support Center **(Range $60,544-$112,040)**	11/10/2024
	Webb, Lisa	Payroll Coordinator School Support Center **(Range $58,261-$108,004)**	12/4/2024
Appointment/Para			
	Acevedo, Tressa	Teacher Aide, ESE, One-on-One Williams Elementary	11/11/2024
	Bakhet, Mayar	Teacher Aide, ESE, One-on-One Sugg Middle	10/28/2024
	Beharrylalfinner, Barbara	Teacher Aide, ESE, One-on-One Palmetto High	11/10/2024
	Brown, Destiny	Teacher Aide, MS King Middle	10/28/2024
	Cenac, Leah	Teacher Aide, ESE, One-on-One Freedom Elementary	11/11/2024
	Corcoran, Malorie	Teacher Aide, ESE, One-on-One Freedom Elementary	10/28/2024
	Crawford, Shelley	Teacher Aide, ESE Moody Elementary	10/28/2024

Type	Information/Position/Location	Eff Date
Eckes, Alysha	Teacher Aide, ESE, One-on-One Sea Breeze Elementary	10/28/2024
Gill, Navjot	Teacher Aide, ESE, One-on-One Braden River Middle	10/28/2024
Jean Pierre, Emmanuel	Teacher Aide, ESOL Moody Elementary	11/11/2024
Lear, Shannon	Teacher Aide, ESE Harvey Elementary	10/28/2024
Limon, Ruth	Teacher Aide, ESOL Willis Elementary	11/11/2024
Marroquin, Norma	Teacher Aide, ESOL Lincoln Middle	10/27/2024
Nusbaum, Anne	Teacher Aide, ESE, One-on-One Nolan Middle	10/28/2024
Petersen, Danielle	Health Aide Lakewood Ranch High	11/11/2024
Ramirez, Ana	Health Aide Harllee Middle	11/11/2024
Rivera, Aniris	Teacher Aide, Pre-K Witt Elementary	10/28/2024
Sherline, Jean	Teacher Aide, ESOL Braden River High	11/11/2024
Thornton, Julie	Teacher Aide, ESE Tillman Elementary	11/3/2024
Vargo McKnight, Janna	Teacher Aide, ESE Prine Elementary	10/28/2024
Veystrk, Rosalba	Teacher Aide, ESE, One-on-One Blackburn Elementary	10/28/2024
Vogelsang, Janelle	TeacherAide, ESE, One-on-One Williams Elementary	11/4/2024

Type		Information/Position/Location	Eff Date
	Wilson, Antonique	Health Aide Sugg Middle	12/1/2024
Appointment/Prof			
Req. 12387	*Brod, Leah*	Teacher, Pre-K Handicapped Bayshore Elementary **B.S. University of West Florida**	12/1/2024
Req. 12378	*Conklin, Gregory*	Teacher, VE Freedom Elementary **M.Ed. Boston University**	11/11/2024
Req. 11787	*Coultrip, Chandler*	Teacher, Mathematics, MS Nolan Middle **B.S. University of Michigan**	12/1/2024
Req. 12156	*Downs, Darren*	Teacher, Fourth Grade Williams Elementary **B.A. University of Texas**	10/28/2024
Req. 12409	*Foster, Dawn*	Teacher, Business Technology Lee Middle **M.S. Strayer University**	12/1/2024
Req. 12122	*Ganely, Rebecca*	Reading Coach, ES Bashaw Elementary **M.Ed. Walden University**	11/11/2024
Req. 12283	*Guttilla, Charles*	Student Support Specialist Braden River Middle **Ed.S. University of Colorado**	11/10/2024
Req. 12341	*Hermann, Mark*	Teacher, VE Nolan Middle **B.A. University of Florida**	11/10/2024
Req. 11772	*Jenkins, Shamika*	Teacher, VE Harllee Middle **B.S. University of Phoenix**	11/12/2024
Req. 12320	*Jensen, Sarah*	Teacher, Other Classroom Lakewood Ranch High **PhD Florida State University**	11/4/2024
Req. 12335	*Maltay, Kwasi*	Teacher, Mathmatics, MS	10/27/2024

Type		Information/Position/Location	Eff Date
		King Middle **B.A. University of Guyana**	
Req. 12311	*McGrath, Mary*	Teacher, Reading, HS Lakewood Ranch High **M.S. National -Louis University**	11/10/2024
Req. 12130	*Morle, Anne*	Exceptional Student Educ. Specialist Professional Support Center **B.S. State University of New York**	10/28/2024
Req. 12249	*Radebach, Jennifer*	Teacher, Resource Sea Breeze Elementary **B.S. Fordham University**	10/28/2024
Req. 12264	*Roberts, Ashley*	Teacher, Physical Education, ES Daughtrey Elementary **M.Ed. Moreland University**	10/28/2024
Req. 12394	*Ross, Katherine*	Teacher, Mathematics, MS Lincoln Middle **B.A. Western Governors University**	11/17/2024
Req. 12204	*Tacuba-Roblero, Esteffani*	First Grade Teacher Prine Elementary **B.A.S. St. Petersburg College**	10/27/2024
Req. 12261	*Thompson, Kaysee*	First Grade Teacher Blackburn Elementary **B.S. Grand Canyon University**	10/28/2024
Appointment/Supp			
	Arevalo Blanco, Carlos	Bus Aide Matzke Support Center	10/28/2024
	Barnes, Morya	Bus Aide Matzke Support Center	11/12/2024
	Carillo, Marisela	School Clerical Assistant, 11 Mo. Horizons Academy	11/11/2024
	Christian, Ronald	Van Operator Matzke Support Center	11/11/2024
	De Castro, Patricia	Bus Aide Matzke Support Center	10/28/2024

Type	Information/Position/Location	Eff Date
Dominguez Ramirez, Raymundo	Bus Aide Matzke Support Center	10/28/2024
Garst, Robert	Food Service Worker-5 Hr. Bayshore High	10/28/2024
Gonzalez Alfonso, Olga	Custodian 8 Hr. Mills Elementary	11/11/2024
Harris, Mar Kela	Bus Aide Matzke Support Center	11/10/2024
Huertas, Doris	Food Service-5 Hr., Floater Wakeland Support Center	11/10/2024
Itzel, Jody	Custodian 8 Hr. McNeal Elementary	11/10/2024
King, Angela	Office Manager Matzke Support Center	11/11/2024
Lawrence, Shamica	Bus Aide Matzke Support Center	10/28/2024
Luycx, Matthew	Bus Aide Matzke Support Center	11/11/2024
McDuffie, Ebony	Food Service Worker-7 Hr. Daughtrey Elementary	11/11/2024
Mestre, Erie	Custodian 8 Hr. Professional Support Center	10/28/2024
Obrien, Meghan	Custodian 8 Hr. Buffalo Creek Middle	11/12/2024
Quattromani, Kathryn	Food Service Worker-5 Hr. Palma Sola Elementary	11/11/2024
Ramirez, Marco	Bus Aide Matzke Support Center	11/11/2024
Salazar Lopez, Alba	Food Service Worker-5 Hr. Willis Elementary	10/28/2024

Type		Information/Position/Location	Eff Date
	Sargent, Kimberly	Food Service Worker-6 Hr. Blackburn Elementary	11/11/2024
	Sherman, Raequan	Bus Aide Matzke Support Center	11/11/2024
	Shernisky, Cheryl	Administrative Secretary Matzke Support Center	10/28/2024
	Simpson, Patricia	Bus Aide Matzke Support Center	10/28/2024
	Sleigh, Kristen	Custodian 8 Hr. Manatee High	10/28/2024
	Smith, Robin	Admin Services Specialist School Support Center	10/28/2024
	Szostak, Beata	School Clerical Assistant Manatee Technical College	11/11/2024
	Taylor, Lisa	Secretary, Administration School Support Center	11/11/2024
	Theiler, Amanda	School Support Technician Tara Elementary	11/17/2024
	Wampler, Christopher	Custodian 8 Hr., Floater Matzke Support Center	10/28/2024
	Welch, Katelyn	Food Service-5 Hr., Floater Wakeland Support Center	11/11/2024
	Willard, Barbara	Custodian 8 Hr. Willis Elementary	11/10/2024
	Zabala Romero, Reinaldo	Van Operator Matzke Support Center	11/11/2024
Deceased/Prof			
	Van Cleave, Kristen	Counselor, ES Samoset Elementary	11/7/2024
Promotion/Admin			
	Sharp Tolly, Beth	From: Buyer School Support Center	Added 12/6/24 12/11/2025

Type		Information/Position/Location	Eff Date
		To: Interim Purchasing Manager School Support Center	
Resignation During Investigation			
	Foster, Duane	Student Support Specialist Lincoln Middle	11/12/2024
	Gruett, Ruth	Director Purchasing & Distribution School Support Center	Added 12/6/24 12/5/2024
	Kennedy, Jason	Security Officer School Support Center	11/9/2024
Resignation/Admin			
	Alves, Rebeca	School Nurse, RN Lee Middle	11/19/2024
Resignation/Para			
	Chacon Garcia, Dayme	Teacher Aide, ESOL Daughtrey Elementary	8/31/2024
	Charles-Crowl, Eduardo	Teacher Aide, ES Moody Elementary	10/30/2024
	Corcoran, Lois	Teacher Aide, ESE Williams Elementary	12/21/2024
	DeLoach, Taylor	Teacher Aide, ES Williams Elementary	11/5/2024
	Everett, Wirneyla	Teacher Aide, ESOL Moody Elementary	11/7/2024
	Powell, Ella	Teacher Aide, ESE Rogers Garden-Bullock Elementary	11/5/2024
	Radvin, Cynthia	Teacher Aide, ESE, One-on-One Williams Elementary	10/31/2024
Resignation/Prof			
	Ayala-Lopez, Aracelis	Teacher, World Language, HS Parrish Community High	11/10/2024
	Brydson, Raynard	Student Support Specialist Sea Breeze Elementary	11/9/2024
	Burgard, Gwenndolin	Reading Coach, ES Abel Elementary	12/3/2024

Type		Information/Position/Location	Eff Date
	Febinger, Peter	Teacher, EBD/SC Parrish Community High	12/21/2024
	Ferri, Peter	Teacher, Mathematics, MS Lincoln Middle	11/23/2024
	Fidura, Monica	Third Grade Teacher Manatee Elementary	11/9/2024
	Hickey, Lisiane	Teacher, Pre-K Integrated Braden River Elementary	11/14/2024
	McGill, Kasey	Teacher, VE Parrish Community High	11/23/2024
	Rendas, Michael	Precision Machining Tech Instructor Manatee Technical College	10/28/2024
	Storm, Megan	Teacher, IND/SC Lakewood Ranch High	12/12/2024
	Walker, Kelly	Teacher, Science, MS Nolan Middle	11/23/2024
	Waltemate,Daniel	Teacher, Science, HS Parrish Community High	1/4/2025
	Westbrook, Molly	Teacher, Social Studies, MS Lee Middle	11/2/2024
	Wright, Jeffery	Student Support Specialist Braden River Middle	11/23/2024
Resignation/Supp			
	Butler, James	Customer Service Rep. Transporation Matzke Support Center	10/28/2024
	Canchola, Franco	Bus Driver Matzke Support Center	10/31/2024
	Cote, Betty Ann	School Nurse, LPN Haile Middle	11/13/2024
	De Castro, Patricia	Bus Aide Matzke Support Center	11/7/2024

Type		Information/Position/Location	Eff Date
	Derilus, Christelle	Bus Aide Matzke Support Center	11/9/2024
	Fernandez Mavarez, Damarys	Custodian 8 Hr. Manatee High	11/16/2024
	Georges, Ojalha	Custodian 8 Hr. Lee Middle	11/9/2024
	Hernandez Jimenez, Maria	Custodian 8 Hr. King Middle	10/26/2024
	Kasuba, Abi	Bookstore Clerk Manatee Technical College	10/29/2024
	Labra Arteaga, Alan	Custodian 8 Hr. Manatee Technical College	11/12/2024
	Ortiz, Humberto	Bus Aide Matzke Support Center	11/30/2024
	Quinn, Peter	Armed Security Guard Manatee Technical College	1/4/2025
	Roberts, Keona	Senior School Secretary, MS Nolan Middle	11/16/2024
	Torralva, Victoria	Food Service Worker-6 Hr. Moody Elementary	11/8/2024
Retirement/Admin			
	Brady, Christopher	Athletic Director Bayshore High **33.58 Years of Service**	2/1/2025
	Volkhardt Rossnagle, Clara	School Psychologist - 10.5 Mo. Professional Support Center **28.73 Years of Service**	2/1/2025
Retirement/Prof			
	Peebles, Stephen	Teacher, Mathematics, HS Manatee High **35.60 Years of Service**	1/7/2025
	Williams, Nancy	Teacher, Pre-K Handicapped Bayshore Elementary	11/23/2024

Type		Information/Position/Location	Eff Date
		20.90 Years of Service	
Retirement/Supp			
	Panagiotakis, Debra	School Clerical Assistant, 10 Mo. Palm View K-8 **24.20 Years of Service**	1/3/2025
	Savona, Francesca	Food Service Worker-6 Hr. Willis Elementary **3.90 Years of Service**	1/1/2025
Termination/Para			
	Gray, Randaja	Teacher Aide, ESE Daughtery Elementary	11/13/2024
Termination/Prof			
	Bagley, Kristin	Third Grade Teacher Miller Elementary	11/2/2024
Termination/Supp			
	Alfaro, Erik	Bus Driver Matzke Support Center	11/1/2024
	Perales, Melissa	Food Service-5 Hr., Floater Wakeland Support Center	11/13/2024
	Whitcomb, Gary	Custodian 8 Hr. Buffalo Creek Middle	10/31/2024
Transfer/Admin			
	Alizon Valero, Luis	From: Customer Service Rep., Transp. Matzke Support Center To: Graduation Enhancement Tech. Moody Elementary	10/27/2024
	Ballard, Ryan	From: Student Support Specialist Sugg Middle To: Behavior Specialist Sugg Middle	10/27/2024
	Cottom, Kristin	From: Teacher On Assignment - ESE Professional Support Center To: Pre-K Specialist Professional Support Center	11/10/2024
	Robertson, Jacob	From: Field Technician Professional Support Center To: Sr. Field Support Engineer Professional Support Center	11/10/2024

Type		Information/Position/Location	Eff Date
	Simpson, Nichole	From: Behavior Specialist Professional Support Center To: School Social Worker-10 Mo. Professional Support Center	11/10/2024
Transfer/Para			
	Dickerson, Jennifer	From: Food Service-5 Hr., Floater Wakeland Support To: Teacher Aide, ESE Miller Elementary	11/3/2024
Transfer/Prof			
	Byrne, Adrianna	From: Kindergarten Teacher Moody Elementary To: Teacher, ESOL Resource Moody Elementary	10/29/2024
	Dickens, Heather	From: Kindergarten Teacher Bashaw Elementary To: Fifth Grade Teacher Johnson K-8	10/27/2024
	Harwick, Krey	From: Teacher Aide, ESE Sea Breeze Elementary To: Teacher, Physical Education, ES Palma Sola Elementary	11/10/2024
	Johnson, Jalla	From: Teacher, Language Arts, HS Bayshore High To: Teacher, Third Grade Rogers Garden-Bullock Elementary	11/10/2024
	Limidze, Nino	From: Teacher, ESOL Resource Bayshore Elementary To: Teacher, Pre-K Handicapped Abel Elementary	10/27/2024
	Nunez, Josue	From: Teacher, Mathematics, MS Braden River Middle To: Student Support Specialist Braden River Middle	12/8/2024
	Rhinesmith, Justin	From: Teacher Aide, ESE King Middle To: Teacher, ASD King Middle	10/27/2024

Type		Information/Position/Location	Eff Date
	Simpson, Emily	From: Teacher Aide, ESE Prine Elementary To: Second Grade Teacher Prine Elementary	10/27/2024
	Vaugn, Carla	From: Teacher Aide, ESE, One-on-One Williams Elementary To: Teacher, Second Grade Williams Elementary	11/17/2024
	Walter, Tabetha	From: Teacher, Music, MS Lee Middle To: Teacher, Drama, HS Braden River High	1/5/2025
Transfer/Supp			
	Clifton, Tammy	From: Secretary II - 12 Mo. School Support Center To: Registrar I School Support Center	10/27/2024
	Gomez, Ericka	From: Food Service Worker-5 Hr. Wakeland Support Center To: Food Service Worker-6 Hr. Jain Middle	11/10/2024
	Gossage, Kim	From: Custodian 8 Hr. Buffalo Creek Middle To: Bus Aide Matzke Support Center	12/1/2024
	Laureano, Andreina	From: Bus Aide Matzke Support Center To: Bus Driver Matzke Support Center	11/10/2024
	Molina, Carlos	From: Food Service Worker-5 Hr. Wakeland Support Center To: Food Service Worker-6 Hr. Witt Elementary	11/10/2024
	Pearson, Melody	From: Food Service Worker-6 Hr. Bayshore High To: Food Service Assistant Manager Bayshore High	11/10/2024

Type		Information/Position/Location	Eff Date
	Roberts, Denita	From: Lead Custodian I Buffalo Creek Middle To: Bus Aide Matzke Support Center	12/1/2024
	Rodriguez Torres, Pedro	From: Custodian 8 Hr. Abel Elementary To: Lead Custodian I Lee Middle	11/10/2024
	Ryan, Monica	From: School Clerical Assistant, 10 Mo Jain Middle To: Senior School Scretary, MS Nolan Middle	12/1/2024
	Toledo, Maria	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-5 Hr. Braden River Middle	11/10/2024
	Velez, Erika	From: Teacher Aide, ESE, One-on-One Williams Elementary To: School Clerical Assistant, 10 Mo. Williams Elementary	11/3/2024

AGENDA ITEM NO. 11.2

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval to Place Former Employee on Florida Educator Disqualification List (No Financial Impact) - Updated 12/4/2024

Executive Summary
While placed on Administrative Leave, R.M. voluntarily submitted his resignation during investigation. Based on charges of criminal misconduct, the former employee is to be placed on the Florida Educator Disqualification List.

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 to place former employee on Florida Educator Disqualification List (No Financial Impact)

Financial Impact
There is No Financial Impact

Contact
Submitting Department: Legal
Initiated by: Kevin W. Pendley

Attachments:
Final Order Draft Rodriguez Mercado 2023-4672-OPS_updated 12.6.2024

BEFORE THE SCHOOL BOARD
OF MANATEE COUNTY, FLORIDA

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, Case Number: 24-0004

Petitioner,

-against-

ANGEL RODRIGUEZ MERCADO,

Respondent.

----------/

FINAL ORDER and REQUESTED PLACEMENT ON THE FLORIDA STATE EDUCATORS EMPLOYMENT DISQUALIFICATION LIST

The School Board of Manatee County, Florida (hereinafter referred to as the "School Board"), makes these findings of fact:

FINDINGS OF FACT

1. Angel Rodriguez Mercado (hereinafter referred to as "Rodriguez Mercado") was employed with the School District of Manatee County since December 2016 as a Teacher's Aide, ESOL.

2. On November 8, 2023, the Office of Professional Standards opened a case file on Rodriguez Mercado. Rodriguez Mercado served as a teacher's aide, ESOL at Abel Elementary School. An allegation surfaced that Rodriguez Mercado had inappropriate contact with an elementary school student. Rodriguez Mercado was removed from contact with students and this matter was reported to law enforcement and Child Protective Services. Rodriguez Mercado was placed on administrative leave and resigned during this investigation after having conceded to law enforcement that he had engaged in inappropriate physical contact with a student. Rodriguez Mercado's charged criminal misconduct violates School Board of Manatee County Policies 4210 and 4213. This matter now rests with The State Attorney's Office.

3. **WHEREAS,** upon these findings of fact, the School Board concludes as follows:

CONCLUSIONS OF LAW

1. Rodriguez Mercado voluntarily resigned during investigation and his actions would allow him to be recommended for placement on the Florida State Educators Disqualification List.

2. Pursuant to Florida Statute Section 1001.10(4), under the Commissioner of Education; general powers and duties.

> *"(4) The Department of Education shall:*
> *(b) Maintain a disqualification list that includes all of the following:*
> *3. The identity of each person who has been terminated, or has resigned in lieu of termination, from employment as a result of sexual misconduct with a student."*

3. Rule 6A-10.084, sets forth the requirements to be placed on the disqualification list and states in pertinent part:

> *"(l) "Resigned in lieu of termination" means the voluntary separation or retirement by the employee after receiving any notice, whether formal or informal, that the school district intends to dismiss or seek removal of the employee for circumstances that constitute cause, or resignation or retirement by the employee while under investigation for sexual misconduct with a student.*
>
> *(n) "Sexual misconduct with a student" means any behavior or act, whether physical, verbal or electronic, by a person in a covered position with a prekindergarten through 12th grade student, regardless of the age or consent of the student, which is intended to erotically stimulate either person or which is likely to cause such stimulation . . . ."""*

4. The Florida State Educators Disqualification List serves as an employment screening resource for school districts, charter schools and private scholarship schools, along with the Department's Teacher Certification Database referenced in §1001.10(5)(c), F.S.

5. The Superintendent is authorized to accept a resignation and is also authorized to recommend termination pursuant to Florida Statute Section 1012.40(2)(b) and to recommend the placement an employee on the Florida State Educators Disqualification List.

6. The School Board has authority pursuant to the provisions of Section 1012.40, Florida Statutes, and the School Board's policies to accept a resignation and also to terminate Rodriguez Mercado as well as to recommend placement of an employee on the Florida State Educators Disqualification List pursuant to Florida Statute Section 1001.10.

7. The findings of fact are substantial, competent evidence that Rodriguez Mercado is disqualified from employment at the School Board of Manatee County and recommend placement of an employee on the Florida State Educators Disqualification List pursuant to Florida Statute Section 1001.10.

8, Florida Statute Section 1012.32 Qualifications of personnel, states in pertinent part:

> (1) To be eligible for appointment in any position in any district school system, a person must be of **good moral character**; must have attained the age of 18 years, if he or

she is to be employed in an instructional capacity; must not be ineligible for such employment under § 1012.315; 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 Families, except when employed pursuant to s.1012.55 or under the emergency provisions of §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.

9. In addition, State of Florida Board of Education Rule 6A-10.083 Standards Relating to Gross Immorality and Acts of Moral Turpitude states:

(3) For the purpose of Sections 1012.795(1)(d) and 1012.796, Florida Statutes, an act of **moral turpitude** shall be defined as a crime, regardless of whether the individual is charged or convicted, that is a felony or a first degree misdemeanor under the laws of the State of Florida or equivalent law in another state or U.S. Territory, or laws of the United States of America, that is evidenced by an act of baseness, vileness or depravity in the private and social duties, which, according to the accepted standards of the time, a man owes to his or her fellow man or to society in general, and the doing of the act itself and not its prohibition by statute fixes the moral turpitude. [Emphasis added].

10. Rodriguez Mercado effectively has been compromised in his role and cannot any longer be placed in proximity to students.

11. Rule 6A-10.084(3) indicates that The Roles of the Department and Reporting Entities:

(a) The Disqualification List serves as an employment screening resource for school districts, charter schools and private scholarship schools, along with the Department's Teacher Certification Database referenced in § 1001.10(5), F.S.

(b) It is the responsibility of a reporting entity to:

(3) Provide written notice to any person submitted for inclusion on the Disqualification List of the following statement:

ANY PERSON ON THE DISQUALIFICATION LIST MAINTAINED BY THE FLORIDA DEPARTMENT OF EDUCATION UNDER § 1001.10(4), F.S., MAY NOT SERVE OR APPLY TO SERVE AS AN EMPLOYEE OR CONTRACTED PERSONNEL AT A PUBLIC SCHOOL OR PRIVATE SCHOOL THAT PARTICIPATES IN A STATE SCHOLARSHIP PROGRAM UNDER CHAPTER 1002, F.S. A PERSON WHO KNOWINGLY VIOLATES THIS PROVISION COMMITS A FELONY OF THE THIRD DEGREE, PUNISHABLE AS PROVIDED IN § 775.082, F.S., OR § 775.083, F.S.

12. The School Board concludes that there is sufficient reason and basis for accepting the resignation during investigation and for recommending placement of Rodriguez Mercado on the State of Florida Educators Disqualification list pursuant to Florida Statute Section 1001.10.

THEREFORE, the School Board enters this Final Order in the above proceeding upon the stated findings of fact and conclusions set forth above, and it is ordered that:

Angel Rodriguez Mercado is ineligible to seek employment at the School Board of Manatee County and recommends that he be placed upon the Florida Educators Disqualification List pursuant to Florida Statute Section 1001.10.

ADOPTED, this _____ day of _____, 2024.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

(SEAL) By: _____
Chairman, _____

ATTESTED:

The undersigned, being duly appointed, qualified and serving as the Superintendent of Schools for the School Board of Manatee County, Florida, with its office at 215 Manatee Avenue West, Bradenton, Florida 34205, hereby certifies that the foregoing is a true, accurate and complete copy of the Final Order adopted by the School Board of Manatee County, Florida, at its meeting on the ___th of ___, 2024.

_____
Jason C. Wysong, Ed.D.
Superintendent of Schools

NOTICE

Pursuant to the provisions of Section 120.68, Florida Statutes, Angel Rodriguez Mercado has the right to seek judicial review of the Final Order entered in this proceeding by the filing of a Notice of Appeal pursuant to Rule 9.100, Florida Rules of Appellate Procedure, with Laura Cox, Agency Clerk of the School Board of Manatee County, 215 Manatee Avenue West, Bradenton, Florida 34205, and by filing a copy of the Notice of Appeal, accompanied by the applicable filing fees, with the appropriate District Court of Appeal. Notice of Appeal must be filed within thirty (30) days of the date that the Final order is filed with the Clerk of the School Board.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the Final Order was sent to Angel Rodriguez Mercado, 5020 7th Street East, Bradenton, Florida 34203, by Certified Mail this _____ day of _____, 2024.

_____
Laura Cox
Agency Clerk
School Board of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

State of Florida
County of Manatee County

The foregoing instrument was acknowledged before me on this _____, 2024, by Laura Cox, Agency Clerk, who is personally known to me or has produced identification and who did take an oath.

_____
Notary Public

SCHOOL BOARD OF MANATEE COUNTY
OFFICE OF PROFESSIONAL STANDARDS
INVESTIGATORY REPORT

Case Subject: Angel Rodriguez Mercado **Date of Birth: 8/2/1956** **Work Site: Abel Elementary** **Position: Teacher Aide, ESOL** **Date of Hire: 12/1/2016** **Union Member: N/A** **Counsel: N/A** **Teacher Certificate #: N/A**	**Case Type: Inappropriate Contact w/ Child** **Case Number: 2023-4672-OPS** **Incident Date: 11/7/2023** **Investigator: Troy A. Nelson** **OPS File Opened: 11/8/2023** **Date of Report: 1/8/2024**

SECTION I

INTRODUCTION:

On November 8, 2023, the Office of Professional Standards opened a case file on Angel Rodriguez Mercado. The district was notified that the Manatee County Sheriff's Office was investigating Mr. Rodriguez based on allegations he had inappropriate contact with a student. The district immediately removed Mr. Rodriguez from any contact with students. On November 15, 2023, Mr. Rodriguez was arrested and charged with Lewd or Lascivious Molestation of a Child, in violation of Florida statute 800.04(5b).

Mr. Rodriguez is an English for Speakers of Other Languages (ESOL) aide. He has worked for the district since 2016. There are no disciplinary memos in his personnel file.

SECTION II

REPORT OF FINDINGS:

On November 7, 2023, I received a call from the Manatee County Sheriff's Office (MSO), after normal working hours. They received a report that a teacher's aide at Abel Elementary School was alleged to have inappropriately touched a student. The aide was identified as Mr. A. I contacted the principal at Abel Elementary School, Samantha Webb. We were able to determine the aide was Angel Rodriguez Mercado. This information was given to MSO for follow-up.

On November 8, 2023, I responded to Abel Elementary School. Mr. Rodriguez was removed from the school and reassigned to a location having no contact with students, while these allegations were investigated.

A forensic interview was conducted with the victim. The victim disclosed that Mr. Rodriguez had inappropriate physical contact with [redacted] when pulling him out of class for English language

assistance. The victim alleged this occurred more than once. On November 15, 2023, Mr. Rodriguez was interviewed and arrested by the Manatee County Sheriff's Office. It was reported that Mr. Rodriguez confessed to committing Lewd or Lascivious Molestation of a Child (Exhibit 1).

On November 30, 2023, I responded to the Manatee County Jail and met with Mr. Rodriguez. Due to the pending criminal charge, he did not wish to discuss the specifics of these allegations. We talked about his employment status and Mr. Rodriguez chose to resign his position with the district effective immediately (Exhibit 2).

SECTION III

CONCLUSIONS:

On November 7, 2023, the district was alerted to allegations that Mr. Rodriguez had inappropriate physical contact with a student at school. He was immediately removed from being in contact with students, while this case was investigated. Mr. Rodriguez was interviewed by police and subsequently arrested for Lewd or Lascivious Molestation of a Child.

Mr. Rodriguez resigned his position while this case was still under investigation. Further reports were received since his arrest. Mr. Rodriguez has been additionally charged with three more counts of Lewd or Lascivious Molestation of a Child (Exhibit 3).

DISPOSITION:

Mr. Rodriguez resigned his position with the district, while this matter was still under investigation.

Troy A. Nelson, Investigator
Office of Professional Standards

Dr. Stephanie Callaway, Executive Director of Elementary Education

Derek Jensen, Deputy Superintendent of Instruction

Exhibit

1

IN AND FOR THE COUNTY / CIRCUIT COURT
MANATEE COUNTY, FLORIDA

STATE OF FLORIDA

VS.

Angel Wilfredo Rodriguez Mercado

COURT # _____

MCSO CASE # 2023-024336

SAO # _____

Before me, a JUDGE of the COUNTY / CIRCUIT COURT, in and for Manatee County, Florida,

DETECTIVE Rhonda Ellis, a duly sworn officer of the

MANATEE COUNTY SHERIFF'S OFFICE, personally or by sworn attestment says that on or about the 7th of November, 2023 in the aforesaid county, one

Angel Wilfredo Rodriguez Mercado, did unlawfully:

violate F.S.S. 800.04-5b, Lewd or Lascivious Molestation, by intentionally touching in a lewd or lascivious manner the genitals and buttocks of a seven year old student, [redacted] at Abel Elementary School. Angel is an English for Speakers of Other Languages (ESOL) teacher at Abel Elementary School. Angel is known by the students of the school as "Grandpa or Mr. A". On 11/07/2023, [redacted] asked [redacted] to give [redacted] a massage "like Grandpa does". [redacted] asked [redacted] to explain how Grandpa massages [redacted] disclosed that Grandpa massages [redacted] softly under [redacted] clothing directly touching [redacted] skin on [redacted] back and butt. On 11/09/2023, [redacted] was brought to Child Protection Team (CPT) for a forensic interview. During the interview, [redacted] disclosed that Grandpa was [redacted] teacher in second and third grade. Grandpa did not massage [redacted] in second grade, but started massaging [redacted] in third grade. Angel removes [redacted] from the regular classroom and brings [redacted] to his class for English. Initially Angel began by massaging [redacted] on [redacted] stomach and back under [redacted] shirt. Eventually, the massaging moved to [redacted] under [redacted] pants and underwear. [redacted] advised [redacted] and Grandpa would ask [redacted] if [redacted] liked it. [redacted] advised Grandpa told [redacted] "This is our secret" and would give [redacted] Caramels as a reward. [redacted] advised this has happened on more than one occasion.

The Manatee County Sheriff's Office has incurred actual costs, as defined in F.S.S. 938.27 and 775.89 in the investigation and preparation for trial. ☐ Misdemeanor $100 or ☒ Felony (non-detailed) $200

☐ Because Defendant is required to register as a sexual offender under s.943.0435, he/she is not eligible for release on bail or surety bond until first appearance. His/her bond amount should therefore be listed as "to be set at first appearance." See Section 903.046(2)(m), Fla.Stat.

☐ Because Defendant is required to register as a sexual predator under s.775.21, he/she is not eligible for release on bail or surety bond until first appearance. His/her bond amount should therefore be listed as "to be set at first appearance." See Section 903.046(2)(m), Fla.Stat.

(continue narrative on next page, if necessary)

Contrary to FLORIDA STATE STATUTE 800.04-5b, in such cases made and provided, and against the peace and dignity of the STATE OF FLORIDA.

Det Rhonda L Ellis
AFFIANT

Sworn to and subscribed before me this 15th day of November, 2023

Seamus Dwyer
Comm.: HH 378971
Expires: March 27, 202
Notary Public - State of Flo

Signature
Law Enforcement Officer (F.S. 117.10) or
Notary Public, State of Florida (F.S. 117.03)

MCSO FM 01-085 (Rev 05/23)

Exhibit

2

Ms. Webb:

I am resigning my position at Abel Elementary School, effective on the date listed below. I understand I am not eligible to apply for any position with the School District of Manatee County in the future.

Angel Rodriguez
Print Name

Signature

11/30/23
Date

Witness

Exhibit

3

IN AND FOR THE COUNTY / CIRCUIT COURT
MANATEE COUNTY, FLORIDA

STATE OF FLORIDA

VS.

Angel Wilfredo Rodriguez Mercado

COURT # _____

MCSO CASE # 2023-025062

SAO # _____

Before me, a JUDGE of the COUNTY / CIRCUIT COURT, in and for Manatee County, Florida,

DETECTIVE Rhonda Ellis, a duly sworn officer of the

MANATEE COUNTY SHERIFF'S OFFICE, personally or by sworn attestment says that on or about

the 30th of January, 20 23 in the aforesaid county, one

Angel Wilfredo Rodriguez Mercado, did unlawfully:

violate F.S.S. 800.04-5b, Lewd or Lascivious Molestation, by intentionally touching in a lewd or lascivious manner the [redacted] of a eight-year-old student, [redacted] at Abel Elementary School over [redacted] clothing. Angel was an English for Speakers of Other Languages (ESOL) paraprofessional at Abel Elementary School. Angel is known by the students as "Grandpa", Mr. A., or Mr. Angel" During the 2021 - 2022 school year, [redacted] was in [redacted] second grade class and Angel was the paraprofessional in that classroom. [redacted] reported [redacted] was possibly a victim of Lewd or Lascivious Molestation perpetrated by Angel and an investigation was initiated. During that investigation, [redacted] disclosed to deputies that Mr. Angel sat [redacted] on his lap and rubbed [redacted] stomach, which made [redacted] uncomfortable. [redacted] was brought in for a forensic interview and disclosed that "Mr. Angel" has touched [redacted] on different parts of [redacted] body (head, stomach, back, hips, and [redacted] on several occasions over [redacted] clothing. When describing [redacted] area, [redacted] stated, [redacted] advised on one occasion when Mr. Angel tried to rub below [redacted] hips, [redacted] began to cry and told Mr. Angel [redacted] was going to tell the teacher. Mr. Angel told [redacted] "If you tell the teacher, it's gonna get worse for you."

The Manatee County Sheriff's Office has incurred actual costs, as defined in F.S.S. 938.27 and 775.89 in the investigation and preparation for trial. ☐ Misdemeanor $100 or ☒ Felony (non-detailed) $200

☐ Because Defendant is required to register as a sexual offender under s.943.0435, he/she is not eligible for release on bail or surety bond until first appearance. His/her bond amount should therefore be listed as "to be set at first appearance." See Section 903.046(2)(m), Fla.Stat.

☐ Because Defendant is required to register as a sexual predator under s.775.21, he/she is not eligible for release on bail or surety bond until first appearance. His/her bond amount should therefore be listed as "to be set at first appearance." See Section 903.046(2)(m), Fla.Stat.

(continue narrative on next page, if necessary)

Contrary to FLORIDA STATE STATUTE 800.04-5b, in such cases made and provided, and against the peace and dignity of the STATE OF FLORIDA.

AFFIANT

Sworn to and subscribed before me this 4th day of December, 20 23

Seamus Dwyer
Comm.: HH 378971
Expires: March 27, 2027
Notary Public - State of Florida

Signature
Law Enforcement Officer (F.S. 117.10) or
Notary Public, State of Florida (F.S. 117.03)

MCSO FM 01-065 (Rev 05/23)

IN AND FOR THE COUNTY / CIRCUIT COURT
MANATEE COUNTY, FLORIDA

STATE OF FLORIDA

VS.

Angel Wilfredo Rodriguez Mercado

COURT # _____

MCSO CASE # 2023-025062

SAO # _____

Before me, a JUDGE of the COUNTY / CIRCUIT COURT, in and for Manatee County, Florida,

DETECTIVE Rhonda Ellis, a duly sworn officer of the

MANATEE COUNTY SHERIFF'S OFFICE, personally or by sworn attestment says that on or about

the 30th of January, 20 23 in the aforesaid county, one

Angel Wilfredo Rodriguez Mercado, did unlawfully:

violate F.S.S. 800.04-5b, Lewd or Lascivious Molestation, by intentionally touching in a lewd or lascivious manner the buttocks of a seven-year-old student, [redacted] at Abel Elementary School under [redacted] clothing. Angel was an English for Speakers of Other Languages (ESOL) paraprofessional at Abel Elementary School. Angel is known by the students as "Grandpa", Mr. A., or Mr. Angel" During the 2022 - 2023 school year, [redacted] was in [redacted] second grade class and Angel was the paraprofessional in that classroom. [redacted] began noticing a change in [redacted] behavior toward the end of the school year, and suspected something was happening at school. When [redacted] questioned [redacted] about what was happening at school, [redacted] would start crying and shut down. Therefore, [redacted] would stop questioning [redacted] When [redacted] saw that Angel was arrested for lewd or lascivious molestation on another student at Abel Elementary, [redacted] thought that may be what happened to [redacted] as well, because Angel has been one of [redacted] teachers since Kindergarten. [redacted] was brought in for a forensic interview and disclosed that "Mr. Angel" has touched [redacted] on different parts of [redacted] body (head, stomach, and back) on several occasions over [redacted] clothing. When shown a body chart, [redacted] stated "Mr. Angel" touched [redacted] several times on [redacted] stomach and back under [redacted] clothing and one time on [redacted] butt under [redacted] clothing.

The Manatee County Sheriff's Office has incurred actual costs, as defined in F.S.S. 938.27 and 775.89 in the investigation and preparation for trial. ☐ Misdemeanor $100 or ☒ Felony (non-detailed) $200

☐ Because Defendant is required to register as a sexual offender under s.943.0435, he/she is not eligible for release on bail or surety bond until first appearance. His/her bond amount should therefore be listed as "to be set at first appearance." See Section 903.046(2)(m), Fla.Stat.

☐ Because Defendant is required to register as a sexual predator under s.775.21, he/she is not eligible for release on bail or surety bond until first appearance. His/her bond amount should therefore be listed as "to be set at first appearance." See Section 903.046(2)(m), Fla.Stat.

(continue narrative on next page, if necessary)

Contrary to FLORIDA STATE STATUTE 800.04-5b in such cases made and provided, and against the peace and dignity of the STATE OF FLORIDA.

AFFIANT

Sworn to and subscribed before me this 4th day of December, 20 23

Seamus Dwyer
Comm.: HH 378971
Expires: March 27, 2027

Signature
Law Enforcement Officer (F.S. 117.10) or
Notary Public, State of Florida (F.S. 117.03)

MCSO FM 01-065 (Rev 05/23)

IN AND FOR THE COUNTY / CIRCUIT COURT
MANATEE COUNTY, FLORIDA

STATE OF FLORIDA

VS.

Angel Wilfredo Rodriguez Mercado

COURT # _____

MCSO CASE # 2023-026828

SAO # _____

Before me, a JUDGE of the COUNTY / CIRCUIT COURT, in and for Manatee County, Florida,

DETECTIVE Rhonda Ellis, a duly sworn officer of the

MANATEE COUNTY SHERIFF'S OFFICE, personally or by sworn attestment says that on or about the 11th of May, 20 23 in the aforesaid county, one

Angel Wilfredo Rodriguez Mercado, did unlawfully:

violate F.S.S. 800.04-5b, Lewd or Lascivious Molestation (Offender 18 years of age or older against a victim less than 12 years of age), by intentionally touching the clothing covering the genitals of eight year old, [redacted] in a lewd or lascivious manner. Angel (referred to by the students as Mr. A or Mr. Angel) was employed by the School Board of Manatee County as a Paraprofessional at Abel Elementary School. Angel worked with the children daily as a paraprofessional in the ESOL (English Speakers of Other Languages) program, teaching the children English. Angel also worked with the children, supervising them in the before and after school program at the school. On 12/11/2023, [redacted] asked [redacted] teacher ([redacted] if [redacted] could speak to [redacted] privately in the hallway. In the hallway, [redacted] told [redacted] that [redacted] can't stop thinking about Mr. A and began to cry. [redacted] disclosed to [redacted] that Mr. A touched [redacted] was brought in for a CPT forensic interview. During the interview [redacted] disclosed that Mr. A touched [redacted] private part used to pee. [redacted] stated, "Me and him were close friends". [redacted] is currently in third grade and advised this happened at the end of second grade. On the day of the incident, [redacted] was having a rough day, and went to see Mr. A in his office. Mr. A was talking to [redacted] and touched [redacted] private part used to pee one time over [redacted] clothes with his hand. [redacted] demonstrated by placing [redacted] hand against [redacted] genitals on [redacted] upper thigh. [redacted] advised it made [redacted] uncomfortable. [redacted] advised [redacted] didn't tell anyone because [redacted] was too scared and nervous. Yesterday, [redacted] asked his teacher if they could talk in the hallway. [redacted] told her, "I can't stop thinking about what happened to Mr. A and I started crying and I told her he did touch me." [redacted] clarified where Mr. A touched [redacted] by placing his hand "under" [redacted] private part along [redacted] upper thigh and stated it felt weird. [redacted] advised [redacted] private part is called [redacted]

The Manatee County Sheriff's Office has incurred actual costs, as defined in F.S.S. 938.27 and 775.89 in the investigation and preparation for trial. ☐ Misdemeanor $100 or ☒ Felony (non-detailed) $200

☐ Because Defendant is required to register as a sexual offender under s.943.0435, he/she is not eligible for release on bail or surety bond until first appearance. His/her bond amount should therefore be listed as "to be set at first appearance." See Section 903.046(2)(m), Fla.Stat.

☐ Because Defendant is required to register as a sexual predator under s.775.21, he/she is not eligible for release on bail or surety bond until first appearance. His/her bond amount should therefore be listed as "to be set at first appearance." See Section 903.046(2)(m), Fla.Stat.

(continue narrative on next page, if necessary)

Contrary to FLORIDA STATE STATUTE 800.04-5b in such cases made and provided, and against the peace and dignity of the STATE OF FLORIDA.

AFFIANT

Sworn to and subscribed before me this 13th day of December, 20 23

1100563

Seamus Dwyer
Comm.: HH 378971
Expires: March 27, 2027
Notary Public - State of Florida

Signature
Law Enforcement Officer (F.S. 117.10) or
Notary Public, State of Florida (F.S. 117.03)

MCSO FM 01-065 (Rev 05/23)

AGENDA ITEM NO. 11.3

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
Out of Field Content 12.10.24
Out of Field ESOL 12.10.24
Out of Field Reading 12.10.24

Out of Field Content 12/10/24 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Chandler,Braden E.	Braden River High School	Tchr, VE	Exceptional Student Education K-12	5/31/2029
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Exceptional Student Education K-12	2/20/2028
Johnson,Susan K.	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	11/14/2027
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 3	5/31/2027
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Middle Grades General Science 5-9	2/20/2027
Johnson,Susan K.	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	11/14/2026
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 2	5/31/2026
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, Kindergarten	Gifted Endorsement Class 3	5/31/2026
Lazzari,Michael	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2026
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	English 6-12	2/20/2026
Johnson,Susan K.	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	11/14/2025
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades Mathematics 5-9	8/1/2025
Wood,Terry Annette	Prine Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/1/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Bratton,Kamille J	Bashaw Elementary School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Drendel,Karrie	Bashaw Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Johnson,Robert Fredrick	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Shelby,Tiara Danielle	Bayshore Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	5/31/2025
Calhoun,Katharine Esther	Bayshore High School	Tchr, VE	Mathematics 6-12	5/31/2025
Townson,Dana D.	Bayshore High School	Tchr, Electronics	Engineering and Technology Education	5/31/2025
DHaiti,Joseph	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Rycerz,Cynthia	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Chandler,Braden E.	Braden River High School	Tchr, VE	Middle Grades General Science 5-9	5/31/2025
Chandler,Braden E.	Braden River High School	Tchr, VE	Social Science 6-12	5/31/2025
Foley,Tom	Braden River High School	Tchr, Language Arts, HS	English 6-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, Emotion/Behavr Disabil	Art K-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	5/31/2025
Money,Kaitlin E.	Braden River High School	Tchr, Emotion/Behavr Disabil	Physical Education K-12	5/31/2025
Dunfee,Brittany	Braden River Middle School	Tchr, Technology	Business Education 6-12	5/31/2025
Hennessy,Maximilian William	Braden River Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2025
Massa,Melissa	Braden River Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2025
Anderson,Nadine P	Buffalo Creek Middle School	Tchr, Business Technology	Business Education 6-12	5/31/2025
Zaccaria,Amanda	Buffalo Creek Middle School	Tchr, Comm Syst Tech Ed	Engineering and Technology Education	5/31/2025
Zonta,Joshua J	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Davis,Stacy	Freedom Elementary School	Tchr, VE	Elementary Education K-6	5/31/2025
Hughes,Holley	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Lindquist,Katie	Freedom Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Tovell,Andrew	Freedom Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2025
Jones,Matthew Karl	Haile Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2025
Pimentel,Yris	Horizons Academy	Tchr, ESOL Resource	Elementary Education K-6	5/31/2025
Sabo,Terry	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2025
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades English 5-9	5/31/2025
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2025
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	5/31/2025
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Middle Grades Mathematics 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades English 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades Mathematics 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades General Science 5-9	5/31/2025
Marconi,Kathy Lynn	King Middle School	Tchr, VE/SC	Middle Grades Social Science 5-9	5/31/2025
Perez,Charlene Rene	King Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	Biology 6-12	5/31/2025
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	English 6-12	5/31/2025
Benton,Larry D.	Lee Middle School	Tchr, Intellctual Disabilities	Hearing Impaired K-12	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	Hearing Impaired K-12	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	Middle Grades Mathematics 5-9	5/31/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	Middle Grades Social Science 5-9	5/31/2025
Leonard II,William Fred	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	Hearing Impaired K-12	5/31/2025
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2025
Shimmell,Mercedes	Manatee Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2025
Bollmeyer,Lyn M	Manatee High School	Tchr, Art, HS	Art K-12	5/31/2025

Kilkowski,Harry J	Manatee High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2025
Manion,Kyle	Manatee High School	Tchr, VE	Middle Grades General Science 5-9	5/31/2025
Manion,Kyle	Manatee High School	Tchr, VE	Social Science 6-12	5/31/2025
Manion,Kyle	Manatee High School	Tchr, VE	Exceptional Student Education K-12	5/31/2025
Mancuso,David J.	Manatee Technical College	Tchr, Business Technology Educ	Business Education 6-12	5/31/2025
Alvarez,Kaitlyn	Moody Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2025
Davis,Aleceya	Moody Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2025
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Music K-12	5/31/2025
Mullinax,Hannah	Moody Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2025
Scott,Clayton E	Moody Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2025
Huber,Kelly E.	Myakka Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2025
Bankovich,Hilari Leigh	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
Danyluk,Elizabeth Bruno	Nolan Middle School	Tchr, Language Arts, MS	English 6-12	5/31/2025
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	5/31/2025
Hipolito,Dominique Gabrielle Chua	Nolan Middle School	Tchr, Autism Spectrum Disorder	Social Science 6-12	5/31/2025
Ciasto,Kailah Marie	Palm View K-8 School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Lazzari,Michael	Palmetto High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2025
Morvan,Rodney	Palmetto High School	Tchr, Technology	Engineering and Technology Education	5/31/2025
Thomas,Alex H	Palmetto High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2025
D'Urso,Caitlyn	Parrish Community High School	Tchr, Science, HS	Chemistry 6-12	5/31/2025
Driggers,Katherine	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	5/31/2025
Arambulo,Patricia	Rogers Garden-Bullock ES	Tchr, Fourth Grade	Elementary Education K-6	5/31/2025
Cummings,Stacy A.	Rogers Garden-Bullock ES	Tchr, Fifth Grade	Elementary Education K-6	5/31/2025
Daum,Jennifer	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2025
Johnson,Jalla Shandell	Rogers Garden-Bullock ES	Tchr, Third Grade	English 6-12	5/31/2025
Bayliss,Kathleen C.	Sea Breeze Elementary School	Tchr, Pre-K Integrated	PreKindergarten Disabilities Endorsement	5/31/2025
Bayliss,Kathleen C.	Sea Breeze Elementary School	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2025
Cheek,Jeremiah James	Southeast High School	Tchr, Science, HS	Social Science 6-12	5/31/2025
Farrow,Brandon Joshua	Southeast High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2025
McNamara,Hailey Erica	Southeast High School	Tchr, Emotion/Behavr Disabil	Business Education 6-12	5/31/2025
Czajkowski,Krista	Stewart Elementary School	Tchr, VE	Elementary Education K-6	5/31/2025
Salinas Carias,Stephanie G.	Sugg Middle School	Tchr, ESOL Resource	English 6-12	5/31/2025
Murray,Bernatta Dealcia	Tillman Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	5/31/2025
Warnock,Amelia	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2025
Sidonio,Jenna	Witt Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/31/2025
Healy,Kelli Randa	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/30/2025
Cansdale,Emma Mary	Samoset Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/30/2025
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	Elementary Education K-6	4/1/2025
Critzer,Michael	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	3/31/2025
Luther,Shannon	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/20/2025
Luther,Shannon	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	2/20/2025
Eldib,Hoda Meshal	Juvenile Detention Center	Tchr, Dropout Prevention, HS	Social Science 6-12	2/20/2025
Jones Jr,Thirus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	2/5/2025
Napoli,Danielle	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/2/2025
Baxter,Maurice R.	Manatee Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	2/2/2025
Brown,Brittanie	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	2/2/2025
Badham,Leanne	Gullett Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/31/2025
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	1/30/2025
Silva,Jaime S	Horizons Academy	Tchr, Mathematics, HS	Mathematics 6-12	1/16/2025
Lanza,Alys	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	1/7/2025
Steffensen,Kira	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	1/5/2025
Conrad,Natalie Nicole	Bayshore High School	Tchr, Science, HS	Middle Grades Mathematics 5-9	11/27/2024
O'Came,Courtney Marie	Kinnan Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	11/13/2024
Bartens,Jennifer Ann	Oneco Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	11/3/2024
Healy,Kelli Randa	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	11/1/2024
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	9/22/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Social Studies, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024

Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Lakewood Ranch High School	Tchr, Technology	Business Education 6-12	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2024
Broxterman,Nicole Tadea	Lincoln Memorial Middle School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	5/31/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Resource	Middle Grades English 5-9	5/31/2024
Simmons,Brittany Nicole	Lincoln Memorial Middle School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Bragg,William E	Manatee High School	Tchr, ESOL Resource	World Language – Spanish K-12	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Mulligan,Christina	McNeal Elementary School	Tchr, Third Grade	PreKindergarten/Primary Education PK-3	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Hermann,Mark L.	Nolan Middle School	Tchr, VE	Elementary Education K-6	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, HS Classroom	World Language – Spanish K-12	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Johnson,Mackenzie Taylor	Palmetto High School	Tchr, Physical Educ, HS	Middle Grades Mathematics 5-9	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Griggs,Rachel Louise	Samoset Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Reading, HS	Mathematics 6-12	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Social Studies, MS	Business Education 6-12	5/31/2024
Rush,Cynthia Lee	Williams Elementary School	Tchr, Pre-K Handicapped	Mathematics 6-12	5/31/2024
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/17/2024
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023
Esposito,Juliette	Parrish Community High School	Tchr, Social Studies, HS	Elementary Education K-6	10/30/2023
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Autism Spectrum Disorder	PreKindergarten Disabilities Endorsement	10/22/2023
Riggio,Joseph M	Tillman Elementary School	Tchr, Art, ES	Elementary Education K-6	10/22/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Couvertier,Martha	Manatee Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Royer,Madison	Moody Elementary School	Tchr, Fourth Grade	Biology 6-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, First Grade	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, First Grade	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023

Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Gifted Endorsement Class 2	11/1/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Upson,Stephanie	Williams Elementary School	Tchr, Second Grade	English 6-12	11/1/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Other Classroom	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,James H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Artis,Heather E.	Rogers Garden-Bullock ES	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2022
Geldmaker,Stephanie	Sugg Middle School	Tchr, VE	Elementary Education K-6	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Third Grade	Educational Media Specialist PK-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Samoset Elementary School	Tchr, Fourth Grade	Educational Media Specialist PK-12	5/1/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	12/2/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, ESOL Resource	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021

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

Out of Field ESOL 12/10/24 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Martinez,Maria Jose	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Burt,Thomas	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Anderson,Micah Sarita	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Castiglioni,Emily	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Beverly,Camden Rain	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2026
Padilla,Christopher D	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Rostampour,Michael Maziar	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026
Stanley,Lauren Marie	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2026
Baker,Caitlyn Alexandria	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Tardiel,Marcia Lorriane	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2026
Manfredi,Jaden	Braden River Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026
Barkasy,Theresa G	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Hamilton,Kara	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Kepler,Kalei	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Gulsby,Nicole T.	Braden River Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2026
Baar,Kaylene Jane	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026
Hidalgo,Susel	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Perez,Elena Marie	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Taffuri,Diana J	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2026
Veitch,Celeste	Freedom Elementary School	Tchr, Third Grade	ESOL End. Class 2	8/1/2026
Gleason,Jennifer	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
McLaughlin,William	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2026
Pescuma,Tarynn Ashley	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Mainstone,Angela Dawn	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2026
Owens,Felicia	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Skelton,Jenna	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Trousas,Cassandra	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Yates,Kaitlynn	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2026
Sabatino,Michael	Mills Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2026
Carpenter,Melissa Kay	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Gilsenan,Nicole	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Jenkins-Wade,Billie	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2026
Royston,Emily Elizabeth	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2026
Korns,Maria	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Dubernas,Melissa Noelle	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2026
Gardner,Karen Rose	Palmetto Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2026
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2026
Korompilas,Dena Alexandra	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2026
Bartoo,Lyndsey	Rogers Garden-Bullock ES	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Rademacher,Haley Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Malone,Meaghan	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Nestleroad,Chelsea	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2026
Bagwell,Tiffany	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2026
Topping,Emily	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2026
Dickens,Christina	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2026
Troyer,Amanda	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/30/2026
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Wilds,Wanda Sue	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Freitag,Oksana Vitalievna	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Braden River High School	Tchr, Business Technology Educ	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2025

Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schiffer,Ann Bryant	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Moore,David Allen	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Fiore,Remington Tate	Johnson K-8 Sch of Int Studies	Tchr, Gifted	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Johnson,Malysa	Lakewood Ranch High School	Tchr, ESE, OJT	ESOL End. Class 1	8/1/2025
Monoki,Christopher Noel	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 2	8/1/2025
Bourdeau,Karen Marie	Lee Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2025
Latoja,Joy Diane Molina	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Gonzalez,Alexander	Lincoln Memorial Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025
Carson,Camrynn	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Sizemore,Mallory Anne	Nolan Middle School	Tchr, Science, MS	ESOL End. Class 2	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Satahoo Graham,Aneisha Sherika	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Taleff,Jessica Marie	Oneco Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Sarrah Jo	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2025
Larocca,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sardi,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Whitlock,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Robertson,April	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Tenchavez,Leah	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
McFarland,Joseph Anthony	Southeast High School	Tchr, Music, HS	ESOL End. Class 3	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Barras,Lynn	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Tillman Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Leupold,Jonathan	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025

Willsen,Eric	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Jacox,Brianna A	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Markland,Katherine Luby	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ferrell,Leann Nichole	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Obrien,Judith Anne	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Horizons Academy	Tchr, VE	ESOL End. Class 1	8/1/2024
Dickens,Heather Jean	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Fields,Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Furman,Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Peart,Tracy Ann N	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Busick,Katherine	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024

Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, PI, VE	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Davis,Michael R	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Kerlin,Rebecca Nichols	Williams Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Santos,Vickie	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/30/2024
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023
Kilguss,Sarah E	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Sofos,Melissa Renee	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Darnell,Amanda Nicole	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Perry,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	McNeal Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Clark,Ariane Michelle	Braden River High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Holt,Kaylinka	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022

Jimenez,Katty Maria	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Fairley,Johni	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Olin,Melissa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Snodgrass,Cailei Marie	Prine Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Boone,Jennie Elizabeth	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Clark,Amanda Marlene	Southeast High School	Tchr, TV Production	ESOL End. Class 3	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007

Out of Field Reading 12/10/24 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Reading Endorsement	5/31/2026
Muniz,Meghan Faith	Abel Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	5/31/2025
Davis,Stacy	Freedom Elementary School	Tchr, VE	Reading Endorsement	5/31/2025
Alfonso,Maridel Lonceroz	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement	5/31/2025
Sowa,Audrey	Manatee High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Vargas Perez,Alicia	Palmetto Elementary School	Tchr, Second Grade	Reading Endorsement	5/31/2025
Fairley,Johni	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Rouse,Brandon	Palmetto High School	Tchr, Reading, HS	Reading Endorsement Class 1	5/31/2025
Cingle,Brookelynn	Willis Elementary School	Tchr, Third Grade	Reading Endorsement	5/31/2025
Collett,Dana	Willis Elementary School	Tchr, Fifth Grade	Reading Endorsement	5/31/2025
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	Reading Endorsement	5/31/2025
Hagan,Barbara	Willis Elementary School	Tchr, Kindergarten	Reading Endorsement	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Reading Endorsement	5/31/2025
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	Reading Endorsement	5/31/2025
Padro,Jaycey	Willis Elementary School	Tchr, Second Grade	Reading Endorsement	5/31/2025
Podolan,Megan Nicole	Willis Elementary School	Tchr, Fourth Grade	Reading Endorsement	5/31/2025
Senyshyn,Dana	Willis Elementary School	Tchr, Second Grade	Reading Endorsement	5/31/2025
Tomlin,Suzanne M.	Willis Elementary School	Tchr, Fifth Grade	Reading Endorsement	5/31/2025
Brack,Elizabeth K.	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement	5/31/2025
Cadle,Mryia Ann	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement	5/31/2025
Trivedi,Palak	Witt Elementary School	Tchr, First Grade	Reading Endorsement	5/31/2025
Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement	5/31/2025
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Stewart,Dawn Delores	Manatee Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 11.4

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement (No Financial Impact)

Executive Summary
The following school(s) have requested a waiver of the Manatee Education Association's (MEA) Collective Bargaining Agreement in compliance with Article I - Purpose, Section 2 - Waivers to Contract Language. The MEA Executive Board has approved the 2024-2025 school year waivers.

Waiver Approved by the MEA Board for 2024-2025:

- Braden River Elementary - Team Leaders
- Braden River High - Forensics
- Haile Middle - Team Leaders

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 waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
Braden River Elementary -Team Leaders
Braden River High - Forensics
Harvey Elementary - Team Leaders

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Braden River Elementary

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

Traditionally, BRE has included our Curriculum Specialist and a Paraprofessional as part of our Team Leaders. Therefore, we would like to include them as part of the Team Leaders at BRE.

The contract language allows for additional Team Leader Members for "... Special Areas and ESE/VPK" only.

Therefore, we request the waiver in order to divide our 8 current Team Leader supplements amongst our traditional 10 members.

2. Section of contract for which waiver is requested:

ARTICLE XII, SECTION 2 Appendix "B"

TEXT: "... additional Team Leaders shall be granted where there are at least five full time or equivalent instructors for special areas and ESE/VPK."

3. Date faculty meeting presentation of plan was made: May 13, 2024

Documentation to Request Waiver of Contract Language, Cont'd

School: Braden River Elementary

4. Date written copy of contract language was distributed to faculty: May 13, 2024

5. Date secret ballot election was held: May 16, 2024 – May 20, 2024

6. Vote certification:

a.	Number of full-time teachers:	36
b.	Number of ballots cast:	32
c.	Number voting to request waiver:	29
d.	Number voting not to request waiver:	3

Name	Position
Delia N. Garrity	Teacher & MEA Rep
[illegible]	School Counselor
[illegible]	Guidance Clerk

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE XII, SECTION 2 was followed at Braden River Elementary.
School

[illegible]	Delia N. Garrity
Principal	MEA Building Representative

Braden River High School

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

WE ARE BR

To: Manatee Education Association

From: Wendell Butler, Principal

Date: September 16, 2024

Re: Contract Waiver

Please find the attached Documentation for Request to Waive Contract Language between MEA and SBMC. We have voted to waive the language in order to split equally between two people the supplement for Forensics.

The Waiver was presented at a Faculty Meeting and then voted on and approved by 55 out of 56 votes.

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE OF MASTER CONTRACT BETWEEN MANATEE EDUCATION ASSOCIATION AND SCHOOL BOARD OF MANATEE COUNTY

School Requesting Waiver: Braden River High School

1. Briefly describe the plan and explain why a contract waiver is needed: We plan to equally split the Forensics supplement between two co-sponsors.
2. Section of contract for which waiver is requested: ARTICLE Appendix "B", Section "N" Text: Forensics - $1988.
3. Date faculty meeting presentation of plan was made: September 9, 2024
4. Date written copy of contract language was distributed to faculty: September 10, 2024
5. Date secret ballot election was held: September 13, 2024
6. Vote certification:
    a. Number of full-time teachers: 83
    b. Number of ballots cast: 56
    c. Number of voting to request waiver: 55
    d. Number voting not to request waiver: 1

Kristen Toomey — Testing Coordinator
Name — Position

Rebecca Austerman — Asst. Principal
Name — Position

Br- J Kr- — MEA Exec Board
Name — Position

7. My signature indicates that I am certifying the procedures for requesting waivers in Article "B", Section "N" was followed at Braden River High School.

Wendell Butler — Jeffrey Hilt
Wendell Butler, Principal — Jeffrey Hilt, MEA Representative

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Harvey Elementary

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

The waiver is needed to divide the team leader stipend between 9 teachers instead of the allocated 8.

1372 x 8 = 10,976 ÷ 9 = 1,219.55

2. Section of contract for which waiver is requested:

ARTICLE 12appB SECTION G

TEXT: Team Leaders - 10 month 1372

3. Date faculty meeting presentation of plan was made: 9-6-24

Documentation to Request Waiver of Contract Language, Cont'd

School: Harvey Elementary

4. Date written copy of contract language was distributed to faculty: 9-6-24

5. Date secret ballot election was held: 9-11-24

6. Vote certification:

a.	Number of full-time teachers:	80
b.	Number of ballots cast:	41
c.	Number voting to request waiver:	41
d.	Number voting not to request waiver:	0

Name	Position
C. Bernaert	Teacher
Julie S. Kirber	Teacher
Lisa Camut	Sr. Sec / Bookkeeper

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE 12 app B SECTION G was followed at Barbara Harvey Elementary School

Principal	MEA Building Representative

AGENDA ITEM NO. 11.5

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Unified School Improvement Grant (UniSIG) 2024-2025 Supplemental Teacher and Administrator Allocation in the Amount of $337,500.00 (Incoming State Grant Funds)

Executive Summary
The Florida Department of Education has determined that the School District of Manatee County is eligible to receive funding in the amount of $337,500.00. The goal of the Supplemental Teacher and Administrator Allocation is to provide funds to recruit and retain teachers with a Value-Added Model (VAM) rating of Highly Effective and Effective who are teaching and impacting Title I public schools with a 2024 school grade of 'D' or 'F' and to recruit and retain school administration who also impact these students.

The School District of Manatee County will use these funds to compensate the highly qualified teachers and administrators who are placed in schools where they can make the most significant difference, thereby improving educational outcomes for students who need it the most. Eligible teachers with a VAM rating of Highly Effective may receive an allocation of up to $15,000, and eligible teachers with a VAM rating of Effective may receive an allocation of up to $7,500. Eligible principals with a successful record in leading a turnaround school may receive an allocation of up to $15,000. Eligible assistant principals with a successful record in leading a turnaround school may receive an allocation of up to $7,500.

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

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

Ready To Grow | Goal 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 to apply, accept and expend the Unified School Improvement Grant (UniSIG) 2024-2025 Supplemental Teacher and Administrator Allocation in the amount of $337,500.00 (Incoming State Grant Funds).

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

Contact
Submitting Department: Federal Programs and Grants
Initiated by: Latrina Singleton

Attachments:
UniSIG Supplemental Teacher and Admin Allocation

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	**A) Program Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**UniSIG Supplemental Teacher and Administrator Allocation** **TAPS NUMBER: 24A025**	Date Received
B) Name and Address of Eligible Applicant: School Board of Manatee County, FL 215 Manatee Avenue West Bradenton, Florida 34205-8840		**Project Number (DOE Assigned)**

C) Total Funds Requested:	**D) Applicant Contact & Business Information**	
$337,500.00	Contact Name: Latrina Singleton, Director Federal Programs and Grants Fiscal Contact Name: Catherine Hayden Miley, Director of Finance	Telephone Numbers: 941-751-6550 ext 43347 941-708-8770 ext 41111
DOE USE ONLY **Total Approved Project:** $	Mailing Address: 215 Manatee Avenue West Bradenton, Florida 34205-8840	E-mail Addresses: Singleton2l@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: 215 Manatee Avenue West Bradenton, Florida 34205-8840	UEI number: XKGXG94KMH65 FEIN number: 596000728

CERTIFICATION

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

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

E) _____ **Superintendent** _____
Signature of Agency Head — Title — Date

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

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

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

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

Certification:

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

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

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

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

Project Design-Narrative

The goal of the Supplemental Teacher and Administrator Allocation is to provide supplemental funds to recruit and retain teachers with a VAM rating of Highly Effective and Effective who are teaching and impacting our most vulnerable students at the most fragile schools, and to recruit and retain school administration who also impact these students. The School District of Manatee County will use these funds to compensate the highly qualified teachers and administrators who are placed in schools where they can make the most significant difference, thereby improving educational outcomes for students who need it the most.

2024-25 UniSIG

Supplemental Teacher and Administrator Allocation

TAPS Number: 25A025

Teachers/Instructional Staff

District Name	School Name	Highly Effective $15,000 each	Effective $7,500 each	Total Allocation
MANATEE	BAYSHORE HIGH SCHOOL	1	16	$135,000.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	0	7	$52,500.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	1	6	$60,000.00
MANATEE	MANATEE SCHOOL OF ARTS/SCIENCES	0	3	$22,500.00
	District	**2**	**32**	**$270,000.00**

Administrators

District Name	School Name	Principal $15,000 each	Assistant Principal(s) $7,500 each	Total Allocation
MANATEE	BAYSHORE HIGH SCHOOL	1	1	$22,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	1	0	$15,000.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	1	1	$22,500.00
MANATEE	MANATEE SCHOOL OF ARTS/SCIENCES	1	0	$15,000.00
	District	**4**	**2**	**$75,000.00**

Total District Allocation
New Allocation Total: ~~$345,000.00~~

$337, 500.00

Eligible Teachers/ Instructional Staff

District Name	School Name	First Name	Last Name	VAM	Allocation
MANATEE	BAYSHORE HIGH SCHOOL	CAITLYN	BAKER	Effective	$7,500.00

MANATEE	BAYSHORE HIGH SCHOOL	MICHELE	NEATHERY	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	MAYRA	SMYTHERS	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	NEREIDA	SOTOMAYOR RODRIGUEZ	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	LORI	MIESNER	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	MONICA	PRIETO	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	ROBYN	BUMBARA	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	REBECCA	SCHAPPACHER	Highly Effective	$15,000.00
MANATEE	BAYSHORE HIGH SCHOOL	AMANDA	PRICE	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	LISA	ERBY	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	ROSE	LENTZKE	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	LILLIAN	BARQUERO DIAZ	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	OLIVIA	BOGGS	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	MEGAN	LOCKHART	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL Moved to Rogers Garden- OMIT	JALLA	JOHNSON	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	AMBER	LAMAR	Effective	$7,500.00
MANATEE	BAYSHORE HIGH SCHOOL	KATHARINE	CALHOUN	Effective	$7,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	RACHEL	GRIGGS	Effective	$7,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	HEATHER	WEINER	Effective	$7,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	MARISSA	BRICKER	Effective	$7,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	PATRICIA	PEZ	Effective	$7,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	DEELAH	JACKSON	Effective	$7,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	HAILEY	COSBY	Effective	$7,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	ROSA	JOHNSON	Effective	$7,500.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	DONNALYN	DRAKE	Effective	$7,500.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	CHRISTY	DUROCHER	Effective	$7,500.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	MELISSA	MACGREGOR	Effective	$7,500.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	WANDA	BUSH	Effective	$7,500.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	ROMEL	BOLDADORA	Effective	$7,500.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	ERICA	BRUTON	Highly Effective	$15,000.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	JERMAINE	MITCHELL	Effective	$7,500.00
MANATEE	MANATEE SCHOOL OF ARTS/SCIENCES	NICOLE	BELLER	Effective	$7,500.00
MANATEE	MANATEE SCHOOL OF ARTS/SCIENCES	JEFF	KONIECZNY	Effective	$7,500.00
MANATEE	MANATEE SCHOOL OF ARTS/SCIENCES	TRISTYN	FUGATE	Effective	$7,500.00

2024-25 UniSIG

Supplemental Teacher and Administrator Allocation

TAPS Number: 25A025

Eligible Administrators

District Name	School Name	First Name	Last Name	Role	Allocation
MANATEE	BAYSHORE HIGH SCHOOL	Scott	Cooper	Principal	$15,000.00
MANATEE	BAYSHORE HIGH SCHOOL	Don	French	Assistant Principal	$7,500.00
MANATEE	SAMOSET ELEMENTARY SCHOOL	Samara	Hemingway Primous	Principal	$15,000.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	Ronnie	King	Principal	$15,000.00
MANATEE	LINCOLN MEMORIAL MIDDLE SCHOOL	Robert	Sloman	Assistant Principal	$7,500.00
MANATEE	MANATEE SCHOOL OF ARTS/SCIENCES	Clinton	Jones	Principal	$15,000.00

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District of Manatee County**
B) DOE Assigned Project Number:	
C) TAPS Number:	**24A363**

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	**OBJECT**	**Account Title and Narrative**	**FTE POSITION**	**AMOUNT**	**% Allocated to This Project**
5100	120	**Basic K-12-Classroom Teacher**:		$ 222,944.73	66.06%
5100	220	**Basic K-12-FICA**:		$ 17,055.27	5.05%
7300	110	**School Administration-Administrator**:		$ 55,736.18	16.51%
7300	220	**School Administration-FICA**:		$ 4,263.82	1.26%
5100	394	**Basic K-12-Distributions to Charter Schools (Non-FEFP)**:		$ 22,500.00	6.67%
7300	394	**Basic K-12-Distributions to Charter Schools (Non-FEFP)**:		$ 15,000.00	4.44%
			D) TOTAL	**$ 337,500.00**	**100%**

DOE ATTESTATION (Program and Grants Management)

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

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

April 2022 **DOE 101S**

AGENDA ITEM NO. 11.6

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the 2025 Perkins V Career and Technical Education Equipment Upgrade and Modernization Grant in the Amount of $204,100.00 (Incoming State Grant Funds)

Executive Summary
The Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Equipment Upgrade and Modernization (EUM) Grant is funded by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Title I and the Workforce Investment Act, Section 503. The purpose of the Perkins EUM grant is to assist agencies in meeting industry standards to better equip postsecondary career and technical education (CTE) students for future job opportunities in high-demand fields. The grant will support the Electrician program at Manatee Technical College (MTC). This is a discretionary, non-competitive grant. MTC submitted a concept pitch, which was accepted and approved by Florida Department of Education (FDOE) leadership. The School Board of Manatee County was allocated $204,100.00.

Copies of the grant application and concept pitch are attached for review.

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

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

Ready 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, accept and expend the 2025 Perkins V Career and Technical Education Equipment Upgrade and Modernization Grant in the amount of $204,100.00 (Incoming State Grant Funds).

Financial Impact
There will be no cost to General Fund. All activities under this grant are funded by federal Perkins V dollars at no material expense to the District. This grant will bring the district an estimated $204,100.00. The project budget and performance period is upon receipt by Florida Department of Education through June 30, 2025. The budget must be spent on instructional equipment. Changes or amendments modifying the District's pitch, project scope, or budget will not be accepted. Indirect costs are not allowed.

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

Attachments:
2024-2025 Equipment Upgrade and Modernization Grant Application
2024-2025 Equipment Upgrade and Modernization Concept Pitch

FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education upload into Office of Grants Management (OGM) ShareFile folder#1 24B143	Perkins V Career and Technical Education (CTE) Equipment Upgrade and Modernization Grant **TAPS NUMBER:** 25B143	Date Received

B) Name and Address of Eligible Applicant:
Manatee County School District
215 Manatee Avenue W.
Bradenton, FL 34205

Project Number (DOE Assigned)

C) Total Funds Requested:

$204,100

DOE USE ONLY

D) Applicant Contact & Business Information

Contact Name: **Doug Wagner** Fiscal Contact Name: **Lauri Menard**	Telephone Numbers: **941-751-7900 x 46001** **941-708-8770 x 41148**
Mailing Address: Manatee School District **215 Manatee Avenue W.,** **Bradenton FL 34205**	E-mail Addresses: wagnerd@manateeschools.net menardl@manateeschools.net
Physical/Facility Address: Manatee Tech **6305 State Road 70 E.** **Bradenton FL 34203**	UEI number: **KGXG94KMH65** FEIN number: **59-6000728**

CERTIFICATION

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

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

E) _____ **Superintendent** _____

Signature of Agency Head
Pending board approval.

Title

Date

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

DOE 100A

Revised June 2022

ASSURANCES FORM

Applicants must thoroughly read the assurances to determine whether to submit an application for the Equipment Upgrade and Modernization (EUM) grant. If awarded funds, the applicant will become a grantee and must agree to all terms and conditions.

- The agency understands that the EUM grant is a one-time, non-recurring grant to be used for the upgrade or modernization of equipment for existing career and technical education programs.
- Funding sources for this equipment have been evaluated. The amount requested cannot be provided by another source. The amount received from this grant may be combined with other sources, but it must supplement and not supplant.
- The program(s) funded with the EUM grant are determined to be Perkins fundable, having met all size, scope and quality and labor market alignment requirements as documented in the agency's current program year Entitlement Grant.
- Equipment availability through the vendor has been researched. The equipment will be purchased, installed, and available for use by students before June 30 of the current program year.
- There is to be no extension for the use of grant funds after June 30 of the current program year.
- The agency understands that changes or amendments modifying the agency's pitch, project scope, or budget will not be accepted.

I certify that I have reviewed, understand, and agree to comply with the above assurances.

Name of Agency Head: __**Jason Wysong, EdD**, **Superintendent**_____

Signature of Agency Head: _____

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Career and Technical Education
2024–25 Equipment Upgrade and Modernization (EUM) Grant
Postsecondary Concept Pitch Workbook

Governor Ron DeSantis

Commissioner Manny Diaz, Jr.

1. Screening Questionnaire

General Eligibility Check	Dropdown Menu
Proof of CLNA and compliance for postsecondary funding	
Have you submitted your postsecondary Perkins V Entitlement Grant application and submitted any required Program Improvement Plans?	Yes
Reserve Fund Check. Mark "yes" for all that apply. At least one must be marked as "yes." For items that do not apply, select "No," or leave blank if unsure. If you cannot mark at least one of these as "yes," then stop — this pitch does not qualify.	
1) Rural area	No
2) High CTE Population	Yes
3) High percentage of CTE population	Yes
4) Agency has subpopulation performance gaps	Yes
Career Clusters. Determine one "main" program in this concept pitch proposal that will be the most affected by EUM funding. Then, use the attached, state-defined **Career Clusters** sheet to determine how the program is classified. Do not rely on local career cluster designations. If the program's cluster cannot be found on this dropdown list, you must write a pitch for a different program. Contact Perkins@fldoe.org with questions or concerns.	
Please select the career cluster of the main program (dropdown). **Do not forget this step.**	Architecture & C
Enrollment Threshold. (See General Instructions for Additional Guidance.)	
1) Write the name of your main program and list the number of students enrolled in the main program in 2022–23. For example: Aerospace Technology (50). Be able to document if requested. If 2022–23 data is unavailable, write that 2023–24 data was used, and provide as accurate a number as possible. Important: If fewer than ten students were enrolled, then stop — this pitch does not qualify.	
Electrician (57)	
2) If you list additional programs (up to two) on the **Applicant Info** form, write the program names and the number of students enrolled for each in 2022–2023, separated by program name in the space below. Be able to document if requested. If 2022–23 data is unavailable, write that 2023–24 data was used. Do not include any programs that had fewer than ten students enrolled. Write "N/A" if not applicable.	

N/A
3) Write the average number of students enrolled in your main program and additional programs. This average must be at least ten.
57
Needs and Impact
1) List each need of the CLNA, as stated in your Entitlement Grant application, that this grant would address. Include both the text and the location of the need as found on your Entitlement RFA by section, part, prompt and number. For example: Text (1-E-ii-1). Use the **Quick Reference** sheet to help. If N/A, then stop — this pitch does not qualify.
Need for more up-to-dtate technology/equipment for instruction in current and emerging occupations (1-C-iii-1). Need to continue to meet industry demand (1-I-i-2). Need to keep up to date with crrrent and emerging technologies and occupations (1-I-i-3).
2) Describe the key purchases in a few words (e.g., "portable electrical learning system" or "robotic arm trainer and controller").
Conduit bender, 3-phase electrical distibution and branch panels (circuit breakers included), and step-up transformers
3) Briefly describe the equipment requested and what it does.

An intermediate-size bender will be used to bend larger conduit used in commercial and industrial settings that cannot be bent by hand. The 3-phase electrical distribution panels are an important part of an electrical supply system; they split an incoming electrical power feed into multiple secondary or subsidiary circuits (protected by circuit breakers). Branch panels are used in commercial buildings or industrial applications to monitor circuit loads and/or to meet emerging energy code requirements. A step-up transformer is a transformer that has a primary voltage that is lower than the secondary voltage and is used to boost voltage. For example, if a facility is wired with 208v but 480v is needed to power a large machine, a step-up transformer is used to boost the voltage from 208v to 480v.
4) Summarize why this equipment upgrade or modernization is necessary. Include a short description of what the equipment does and the expected overall impact of an EUM grant award (for example, how it will prepare students to succeed in their fields).
The ability to bend larger conduit and understand and work with 3-phase distribution and branch panels and step-up transformers are important skills in commercial and industrial settings. The addition of this equipment will strengthen the Electrician program's occupational completion points for commercial and industrial electrician, thereby better preparing students for employment beyond residential construction, especially in high-demand manufcaturing and health care facilities. Upgraded equipment will prepare students for current and emerging electrical code requirements and prepare them to graduate with more industry certidications in their toolbox, increasing employability in all fields of electricity.

2A. Applicant Information (School Districts Only)

1) Agency Name (Technical Colleges Must Submit Under a District Name)
Manatee County School District
2) Physical Site Location for Equipment Upgrade or Modernization (Technical Colleges May Be Identified Here)
Manatee Technical College, Main Campus, 6305 E. State Road 70, Bradenton FL 34203
3) School Districts Only: Type the Postsecondary Program Code. List **ONLY ONE** Main program. Although many programs may be affected, identify the program that will most benefit. Use the attached Career Clusters sheet.
I460314
4) Program that Has Been Scheduled for Deletion or Is in Teach-out? (Auto-populates. If "yes," does not qualify.)
No
5) Eligible Program Name (Auto-populates)
Electrician
6) Eligible Program Cluster (Auto-populates)
Architecture & Construction
7) Optional: Additional Programs. Type the Program Code, Program Name and Career Cluster in this format: "Code/Name/Cluster." You may list up to two additional programs, if any, that will be substantially affected by the purchase of this equipment (see instructions). If asked, you must be able to document how a program is substantially affected. Use the "Career Clusters" sheet to list only programs from EUM-eligible clusters.

8) Amount Requested (from $75,000 to $250,000). List only the total amount for this concept pitch proposal.
$204,100
9) Optional. Please add notes here if something above does not appear to populate correctly.

3. Postsecondary Questionnaire

Instructions: Enter your responses in the space provided. Respond to all questions, using N/A if not applicable.

1) Type "N/A" if this is your only concept pitch proposal. If submitting two, please provide a priority rank for this pitch, with "1" as the highest. Submit a separate workbook for each pitch.
N/A

2) Describe your agency's current need to upgrade equipment. As part of your explanation, discuss how the equipment purchase will align with the need(s) identified your agency's CLNA.
Construction added 29,900 jobs in Florida between July 2023 and June 2024 (+4.8 percent over the year job growth) https://lmsresources.labormarketinfo.com/library/press/release.pdf. Having industry standard equipment is ccritical to the success of MTC programs and students entering the workforce. With over 50 programs, the need to upgrade equipment is constant and funding sources are limited. While the Electrician program is categorized in the Curriculum Frameworks as a Construction program, the final OCP is Industrial Electrician, which prepares students for employment in Manufacturing as well. Manufacturing is a Targeted Industry in our State and Region. The Bradenton Area Economic Development Agency counts on Manatee Technical College to keep career programs current with industry standards and on the cutting edge to attract and retain employers in these sectors. "The Manatee Chamber of Commerce, with more than 2,100 member companies and non-profits employing 90,000+ in our region, recognizes that all businesses and employers need the right talent to fuel their growth and success...And, as Florida continues to experience incredible residential and business growth, the need for a diversified workforce to meet a wide variety of industries and career paths has never been more important" (Jacki Dezelski, President/CEO, Manatee Chamber of Commerce, May 23, 2024). 47-2111 Electrician is on the Demand Occupations List for Workforce Development Region 18 and the State. There are 247 openings per year for Electricians in Region 18 alone (RDOL 24-25). Electrician is on the 2024-25 lists of Fastest Growing Occupations and Occupations Gaining the Most New Jobs in WF18 (BLS). Upgrading equipment for MTC' Electrician program is in alignment with Postsecondary CLNA Section I, Part C. iii. 1: Need for more up-to-date technology/equipment for instruction in current and emerging occupations.

3) Describe how upgraded equipment may lead to improved student performance.
The upgraded equipment may lead to improved student performance in completion of OCP's C and D, the commercial and industrial portions of the program, and also on the NCCER Electrical practical exams, particularly the Level 4 exam, the highest postsecondarry level of this industry certification, and students will be able to spend more time on field related experiences in the classroom such as rough-in construction and diagnotic scenrios..

4) Describe how upgraded equipment would cut operating costs, improve productivity, or reduce downtime for your agency.
Upgraded equipment reduces downtime by working with equipment that is not offline due to needed repairs or replacement. Upgraded equipment would cut operating costs with increased efficiency, which will improve productivity for our instructor and students. Working with upgraded equipment is necessary for maximum student engagment in program and most importanly targeted to high wage in demand employment opportunities for our students. MTC is experiencing a major increase in enrollment in this program this year; 85 students to date. This equipment will help to meet increased enrollment demand for time on task.

5) Does the equipment now being used by your agency meet current industry standards?
At one time, the Manatee Technical College Electrician program did meet industry standards. However, with so many other program experiencing rapid changes in advanced technology, the dollars have not been available to keep the program up to date 100% with industry standards. The program is also at a deficit with equipment to help students prepare for emerging energy code requirements.

6a) If "no", describe how the upgraded equipment will assist your agency in meeting industry standards and improving student outcomes.
Obtaining the equipment needed to upgrade the Electrician program's commercial/industrial lab would greatly assist MTC in meeting industry standards in commercial and industrial electricity, including current and emerging energy code requirements, improving the effectiveness of teaching OCP-D the industrial electrician section of the program, as well as meeting the guidelines in the Florida DOE frameworks.... 2.04, 14.02, 14.06 ,15.04, 15.07,15.12 ,17.01 and 17.05. The upgraded equipment may also improve student outcomes by better preparing them to pass the NCCER Level 4 Electrical exam, the highest postsecondarry level of this industry certification. To ensure all students (especially given the increase this year) are working on current technologies that align to the new energy code requirements.

6b) If "yes," describe why spending funds to upgrade equipment is necessary.

7) Describe how equipment will better prepare students for future job opportunities in their fields.
The upgraded equipment will assist MTC's Electrician program to prepare students for employment in commercial and industrial facilities, including manufacturing, health care facilities, and other special locations requiring electricians. MTC will be increasing the effectiveness of the program through more hands-on practical work scenarios to prepare students for high wage employment opportunities.

8) Equipment codes. Important: Do not skip this. Typically, district object codes for equipment are 64X (e.g., 641). For state colleges, they are usually 7XXXX (e.g., 71001) or 665XX (additional "minor equipment" codes). If any lines in your budget forms (DOE101S, Projected Equipment Form) use different codes, please explain why those expenses should be approved. See the Equipment FAQs for guidance on acceptable expenses (such as reasonable shipping), as well as on unacceptable expenses. Note that in some cases, it may be appropriate to list multiple expenses on one line under a single code. Ask your agency's finance office or the FDOE Grants Manager assigned to your Perkins Entitlement Grant if unsure.
Equipment codes in the budget are 641 and 642.

9) If you propose any "minor" equipment items worth less than $1,000, please explain either how they are necessary for the operation of another item that meets this threshold, or how lesser items combine to form a functional unit. See the Equipment FAQs for guidance. Write "N/A" if not applicable.
N/A

10) Please explain any software expenses. Please read the "software" section of the Equipment FAQs sheet in this workbook before answering. Software expenses are only accepted under specific circumstances. Write "N/A" if not applicable.
N/A

FLORIDA DEPARTMENT OF EDUCATION
2024–25 Equipment Upgrade and Modernization
DOE 101S Budget Narrative Form

Show all amounts in whole dollars only.
Indirect and Administrative Costs are not Allowed for EUM.

A) Name of Eligible Recipient/Fiscal Agent	**Manatee County School District**
B) Project Number (FDOE Use Only):	
C) TAPS Number :	**25B143**

(1) FUNCTION	(2) OBJECT	(3) ACCOUNT TITLE AND NARRATIVE	(4) FTE POSITION	(5) AMOUNT	(6) % ALLOCATED TO THIS PROJECT
5350	641	**Capitalized FFE**: Bender for intermediate-size conduit (see equipment list) •CLNA Need:Sec 1 -Part C.iii.:1 •Program Number #: I460314 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		$10,000	100%
5350	641	**Capitalized FFE**: 3-phase electrical distribution panels (10 @ $17,500) (see equipment list) •CLNA Need:Sec 1 -Part C.iii.:1 •Program Number #: I460314 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		$175,000	100%
5350	642	**Non-capitalized FFE**: 3-phase branch panels (4 @ $2,075) •CLNA Need:Sec 1 -Part C.iii.:1 •Program Number #: I460314 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		$8,300	100%
5350	642	**Non-capitalized FFE**: Step-up transformers (4 @ $2,700) •CLNA Need:Sec 1 -Part C.iii.:1 •Program Number #: I460314 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		$10,800	100%
			D) TOTAL	**$204,100**	

DOE ATTESTATION (Program and Grants Management)

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

FLORIDA DEPARTMENT OF EDUCATION
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May 2024 EUM format update of April 2022 OGM Form	**DOE 101S**

FLORIDA DEPARTMENT OF EDUCATION

2024–2025 Perkins V Projected Equipment Form

Agencies are accountable for all equipment purchased using grant funds.

Show all amounts in whole dollars only. Amounts should be in agreement with relevant sections of the DOE101S.

EUM: Use this form for capitalized equipment with a projected value of $5,000 or more. Include bundled or items otherwise directly related to a piece of capitalized equipment on the same line, such as non-construction installation. These should be listed in the description and included in the total item cost.
Distinct items of minor equipment should be listed on the DOE101S.

A)Name of Eligible Recipient/Fiscal Agent	**Manatee County School District**
B)Project Number (DOE Use Only)	

	A	B	C	D	E	F	G
Item Number	**Function Code**	**Object Code**	**Account Title**	**Description**	**School/ Program**	**Item Cost ($)**	**Total Amount ($)**
1	5350	641	Capitalized FFE	Conduit Bender	MTC Main/Electrician	$10,000	$10,000
2	5350	641	Capitalized FFE	3-phase electrical distribution panels with circuit breakers	MTC Main/Electrician	$17,500	$175,000
3							
4							
9							
10							
11							
12							
13							
14							
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21							
22							
23							
24							

Does the agency's inventory system contain all required federal and state elements listed in the **Inventory Guidelines** in the instructions?
Mark one of these answers with an "X."

Yes?	No?
X	

AGENDA ITEM NO. 11.7

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval to Accept and Expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Secondary Grant Roll Forward Increase for the 2024-2025 School Year in the Amount of $95,724.00 (Incoming Federal Grant Funds)

Executive Summary
At the July 23, 2024, Board meeting, the School Board approved to apply, accept and expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) 2024-25 grant in the amount of $494,373.00. The Florida Department of Education (FDOE), Division of Career and Adult Education is increasing the original amount recommended with a roll forward increase of $95,724.00, bringing the total amount recommended to $590,097.00 for this grant.

A copy of the 2024-2025 Perkins V Grant Roll Forward Amendment is attached for review.

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 to accept and expend the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Secondary Grant roll forward increase for the 2024-2025 school year in the amount of $95,724.00 (Incoming Federal Grant Funds).

Financial Impact
There will be no cost to General Fund. All activities under this grant are funded by federal Perkins V dollars at no material expense to the District. This roll forward increase will bring the district an additional estimated $95,724.00, bringing the total to $590,097.00 for the period July 1, 2024 to June 30, 2025.

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

Attachments:
DOE 150 Amendment 1 for Roll Forward 2024-2025 Perkins
DOE 151 Amendment 1 for Roll Forward 2024-2025 Perkins

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**School District of Manatee**	Date Received
B) Program Name: ____Perkins V--Secondary_____ **TAPS Number: __25B004_____**		**Project Number (DOE Assigned)**

C) Amendment Type	D) Amendment Request Contact Information	
☐ Program ☒ Budget **Amendment Number: 1**	Contact Name: Dr. Paul Gansemer, Ex. Dir. Adult, Career & Technical Ed	Telephone Numbers: (941) 751-6550 x43206
	Mailing Address: 215 Manatee Ave W Bradenton, FL 34205	E-mail Addresses: GansemerP@manateeschools.net

E) Required Signature and Certification

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

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

_____	Superintendent	_____
Signature of Agency Head PENDING BOARD APPROVAL	Title	Date

F) Narrative

This amendment is based on the receipt of $95,724 in roll forward funding.

The rationale of adding the funds to the areas listed on the budget have to do with the rising cost associated with supporting our Career and Technical Student Organizations with travel, busses/rental vehicles and supplemental teacher pay for chaperoning student events.

There is no change to the scope of the grant or the way the funds will be used.

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

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

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

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

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

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

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

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School Dist of Manatee
District/Agency Name

B) 410-1615S-5CS01 / 25B004
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved

$494,373

E) Total Project Amount resulting from this Budget Amendment

$590,097

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5300	160	Classroom Teachers--Supplemental Pay--Teachers & Staff--Including, but not limited to: Professional Development and Career & Technical Student Organization (CTSO) events. End 6/30/24 Section 134: CLNA Need: 1.Ciii1-3, 1.Ei1, 1.Fii2, 1.Gii1-4; 1.Hii1		$ 20,000.00	
5300	210	Retirement (13.63%) for suplemental pay for teachers		$ 2,726.00	
5300	220	Social Security (7.65%) for suplemental pay for teachers		$ 1,530.00	
5300	240	Worker's Comp (1.5%) for suplemental pay for teachers		$ 300.00	
5300	330	Travel: Out of State--Hotel, Meals, Mileage, Airfare, Parking, Etc--No Charter Busses: To provide out of state & country travel expenses for CTE teachers/students and project related staff attending CTSO activities, professional conferences such at ACTE, school site program area reviews, industry/internship visitations using the local rate. End 6/30/24 Section 134: CLNA Need: CLNA Need: 1.Ciii1-3, 1.Eii1-2, 1.Fii1-2,4; 1.Gi1-4; Hii1-3		$36,836.00	
7800	360	Rental Fee--Vehicles, Charter Busses: Rental of vans and charter busses for teacher/students to cocurricular events. End 6/30/24 Section 134: CLNA Need: 1.Ciii3, 1.Gii; 1.Hii2-3		$30,000.00	
7200	790	Indirect (4.74%)		$ 4,332.00	
			Total	**$95,724.00**	**$ -**

DOE 151
Revised July 2022

FLORIDA DEPARTMENT OF EDUCATION
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AGENDA ITEM NO. 11.8

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and Rishikripa Inc d/b/a Apex Care Pharmacy 2 for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2024-2027 School Years (No Financial Impact)

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

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School Board. 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 Pharmacy Technician: Rishikripa Inc d/b/a Apex Care Pharmacy 2- Kunjal Patel, Pharmacy Manager

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

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

Recommendation
The Superintendent recommends approval of the agreement between the School District of Manatee County and Rishikripa Inc d/b/a Apex Care Pharmacy 2 for clinical experience for Manatee Technical College (MTC) Pharmacy Technician students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
MTC Affiliation Apex Care Pharmacy, Board Date 121024

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Rishikripa Inc d/b/a Apex Care Pharmacy 2

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Rishikripa Inc d/b/a Apex Care Pharmacy 2, a Florida profit corporation, (Affiliate).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **TERM; EXTENSION; TERMINATION:**

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

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

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors.

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

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

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

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

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

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

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

provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

IN **WITNESS WHEREOF,** Rishikripa Inc d/b/a Apex Care Pharmacy 2 and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

Kevin Pendley, General Counsel

Date 10/15/24 By: _____

(Affiliate Authorized Signature)

Title: Pharmacy Manager

KUNJAL PATEL

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Pharmacy Technician

1. Rishikripa Inc d/b/a Apex Care Pharmacy 2

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

Jennifer Gilray, Ed.D.
Assistant Director

CUSTOMER NUMBER: 0100006002

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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:	
PHARMACISTS MUTUAL INSURANCE COMPANY 808 HIGHWAY 18 W PO BOX 370 ALGONA IA 50511-0370	PHONE (A/C, No. Ext): 800-247-5930	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PHARMACISTS MUTUAL INSURANCE COMPANY	13714
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ELLENTON DISCOUNT PHARMACY LLC
ELLENTON DISCOUNT PHARMACY
8324 US HIGHWAY 301 N
PARRISH FL 34219-8653

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	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	BOP 0161454 08	06/01/2024	06/01/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			Includes-			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
				Pharmacy Professional Liab			MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						WATER LEGAL LIABILITY	$ 50,000
	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)	$
								$
A	X UMBRELLA LIAB X OCCUR			UCL 0160736 08	06/01/2024	06/01/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTIONS OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

See Remarks for Additional Named Insureds

Loc. 002 APEX CARE PHARMACY 2
Bldg. 001 16640 S US HIGHWAY 301 STE 103
WIMAUMA, FL 33598-4006

CERTIFICATE HOLDER

CERT HOLDER/ADDITIONAL INSR'D

DHANALAXMI LLC
16640 S US HIGHWAY 301
WIMAUMA FL 33598-4006

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

GAIL T. WOLFE, CISR, API

CA 00001 00002

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Fictitious Name Detail

Fictitious Name

APEX CARE PHARMACY 2

Filing Information

Registration Number	G23000085485
Status	ACTIVE
Filed Date	07/20/2023
Expiration Date	12/31/2028
Current Owners	1
County	HILLSBOROUGH
Total Pages	1
Events Filed	NONE
FEI/EIN Number	83-4376049

Mailing Address

16640 S US HWY 301 STE 103
WIMAUMA, FL 33598

Owner Information

RISHIKRIPA INC
16640 S US HWY 301 STE 103
WIMAUMA, FL 33598
FEI/EIN Number: 83-4376049
Document Number: P19000028837

Document Images

07/20/2023 -- Fictitious Name Filing View image in PDF format

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PATEL, KUNJAL
3447 CHESTERTOWN LOOP
BRADENTON, FL 34211

Title VP

PATEL, RIKITABEN K
3711 SCRUB CREEK RUN
LAKEWOOD RANCH, FL 34211

Title T

PATEL, DARSHANA
5612 CLOVERLEAF RUN
BRADENTON, FL 34211

Annual Reports

Report Year	Filed Date
2022	02/02/2022
2023	01/30/2023
2024	02/05/2024

Document Images

02/05/2024 -- ANNUAL REPORT	View image in PDF format
01/30/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2022 -- Amendment	View image in PDF format
02/02/2022 -- ANNUAL REPORT	View image in PDF format
03/31/2021 -- ANNUAL REPORT	View image in PDF format
06/25/2020 -- ANNUAL REPORT	View image in PDF format
03/29/2019 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
RISHIKRIPA INC

Filing Information

Document Number	P19000028837
FEI/EIN Number	83-4376049
Date Filed	03/29/2019
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	04/07/2022
Event Effective Date	NONE

Principal Address

16640 S US HWY 301
STE 103
WIMAUMA, FL 33598

Changed: 02/02/2022

Mailing Address

16640 S US HWY 301
STE 103
WIMAUMA, FL 33598

Changed: 02/02/2022

Registered Agent Name & Address

PATEL, KUNJAL
16640 S US HWY 301
STE 103
WIMAUMA, FL 33598

Address Changed: 02/02/2022

Officer/Director Detail

Name & Address

Title P

AGENDA ITEM NO. 11.9

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and DeSoto County Board of County Commissioners for Clinical Experience for Manatee Technical College (MTC) Fire Science Students for the 2024-2027 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Fire Science: DeSoto County Board of County Commissioners

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

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

Recommendation
The Superintendent recommends approval of the agreement between the School District of Manatee County and DeSoto County Board of County Commissioners for clinical experience for Manatee Technical College (MTC) Fire Science students for the 2024-2027 school years (No Financial Impact).

Financial Impact
There is no financial impact.

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

Attachments:
Affiliation Agreement MTC and DeSoto County Fire and Rescue, Board Date 121024

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Desoto County, Department of Public Safety

This Agreement is entered into by and between The School District of Manatee County, Florida, ("District") and Desoto County, Department of Public Safety ("Affiliate"), hereinafter collectively referred to as the "Parties".

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

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 Parties hereby agree as follows:

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

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

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

applicable laws and regulations.

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

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

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

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

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

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

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

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

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

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

I. The Parties agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

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

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

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

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

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

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

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

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

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

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

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

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

9. **TERM; EXTENSION; TERMINATION:**

A. Term and Extension: This Agreement shall be in effect for a period of three school

years commencing on the date of execution by all parties and terminating on June 30, 2027. The Parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

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

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

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

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Subject to the limitations of Section 728.68(28), Florida Statutes, Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law

governing background screening requirements.

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

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

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

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

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

G. Indemnification: Subject to the limitations of Section 768.28, Florida Statutes, and without waiving, amending or modifying said limitations, Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The Parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in

a manner that is mutually agreeable to both Parties. To the extent permitted by law, each Party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

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

I. Sovereign Immunity: The Parties acknowledge and agree that they do not waive their immunity and nothing herein, including the naming of either Party as an additional insured, shall be interpreted or deemed as a waiver of either Party's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and each Party expressly reserves their rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by each Party.

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

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

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

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

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

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

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

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

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

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

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

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

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

R. Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Affiliate will in no way be a cause for relief from responsibility. Affiliate

shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

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

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

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

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

subcontractor. Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

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

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

[Rest of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties 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

By:

Date_____

_____

General Counsel

DESOTO COUNTY, DEPARTMENT OF PUBLIC SAFETY

Date_____

By:

_____

Chair, Desoto County Board of County Commissioners

(Affiliate's Authorized Signature)

ATTEST:

ATTEST

_____

Mandy J. Hines
County Administrator

APPROVED AS TO FORM:

_____

Donald D. Conn
County Attorney

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT DeSoto County Fire & Rescue (AFFILIATE)

Student Exposure to Bloodborne Pathogens

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

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

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

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

AGENDA ITEM NO. 11.10

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Haile Middle School - Classroom Addition and Renovation - Partial Substantial Completion and Certificate of Occupancy (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the Superintendent, or his designee, to execute a Partial Substantial Completion and Certificate of Occupancy for Haile Middle School - Classroom Addition and Renovation - Partial Substantial Completion has been established by the Project Architect, Building Official, Construction Manager, and Department of Construction Services as of August 30, 2024.

Substantial Completion is defined as the facility that has been sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certificates require Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

The contract time with no financial impact has been extended to accommodate the unforeseen conditions identified during Summer of 2024. Final Completion is now established as July 31, 2025.

Haile Middle School - Classroom Addition and Renovation Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Haile Middle School - Classroom Addition and Renovation - Partial Substantial Completion and Certificate of Occupancy. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Haile Middle Classroom Addition and Building Renovation Summary Sheet
HAM Add and Reno Partial Sub Comp with Punch List

HAILE MIDDLE SCHOOL CLASSROOM ADDITION AND BUILDING RENOVATION

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Long and Associates	Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Halfacre Construction Company	Selected through the Request for Qualifications
BUILDING OFFICIAL:	Engineering Consulting Services Florida	Currently on the District's Continuing Contract List

PROJECT BUDGET:	$ 45,204,358.00	(06/27/2023) Revised Project Budget
	$ 43,704,357.67	(07/26/2022) Original Project Budget

SUBSTANTIAL COMPLETION:	10/25/2024	Amend 3 GMP 8/8/23
	7/1/2025	Partial Substantial Completion (12/10/24 Pending)

HISTORY:

Haile Middle School was originally constructed in 1997. The existing building contains 988 permanent student stations with a capacity of 889. At project completion, permanent student stations will increase to 1208 with a capacity of 1087. The building area includes 150,483 square feet. The anticipated addition will likely be in excess of 11,000 square feet. In past years, numerous maintenance repairs have been completed at the campus. A building envelope study was initiated in 2008 that resulted in repairs and wall replacements due to water damage on campus.

SCOPE:

The scope of work will include but is not limited to, a ten (10) classroom building addition and renovations to the entire campus. Included in this project are roof systems replacement, mechanical systems, and associated piping, plumbing systems, and associated piping, building envelope improvements including window, door and insulation systems, improve campus safety, replace life safety systems including fire alarm, kitchen reconfiguration with partial equipment replacement, site improvements to include canopies, concrete walks and associated drainage.

INCLUDED IN 5-YEAR PLAN:

Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 2,059,250.00	July 26,2022	Approved	Architectural/Engineering Services
TOTAL	$ 2,059,250.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	March 8, 2022	Approved	Selection Process
Agreement:	$ 100,000.00	July 26, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 2,544,089.00	April 25, 2023	Approved	Additional Pre-Construction Services
Amendment 2:	$ 837,538.00	June 27, 2023	Approved	Early Procurement Materials
Amendment 3:	$ 33,299,622.00	August 8, 2023	Approved	Guaranteed Maximum Price
Change Order 1:	$ (3,091,008.70)	January 16, 2024	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (954,721.96)	January 30, 2024	Approved	Deduct Direct Materials Purchased
Substantial Completion:	$ -	January 30, 2024	Approved	Substantial Completion on January 8, 2024
Change Order 3:	$ (406,603.84)	April 9, 2024	Approved	Deduct Direct Materials Purchased
Substantial Completion:	$ -	December 10, 2024	Pending	Partial Substantial Completion on August 30, 2024
TOTAL	$ 32,328,914.50			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 38,705.00	March 8, 2023	Not Required	Contract #314
TOTAL	$ 38,705.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:				
TOTAL				

SUBSTANTIAL COMPLETION

Project: Haile Middle School - Classroom Addition and Renovati Project Number: #3951575966

Location: 9501 State Road 64 East
Bradenton, FL 34212

Contract Date: 8/2/22

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Long & Associates Architects/ Engineers, In
4525 S. Manhattan Ave.
Tampa, FL 33611

CM: Halfacre Construction Company
7015 Professional Parkway
Sarasota, FL 34240

Date of Issuance: 8/30/24

Project or Designated Portion shall include:

Buildings 1,2,5,6,8 & 9

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:

8/12/2024

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

Warranties related to uncompleted work in Building 3 and Building 7

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.

Long & Associates Architects/Engineers, Inc. — ARCHITECTURAL FIRM — BY — 10-28-24 DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (60) sixty days from the above date of Substantial Completion.

Halfacre Construction Company — CONTRACTOR — BY — 11.18.24 DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 8/12/24 (date).

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.

Haile Middle School Punchlist

11/18/2024

Request Date	Area/Bldg.	Room	Description	Notes
8/22/2024	Bldg. 5	519	install the missing roller shade in this room	backorder
8/30/2024	Bldg. 4	410A	install access panel in ceiling	
9/13/2024	Bldg. 8	All	Complete the labeling of circuit numbers on all wiring devices	
9/13/2024	Bldg. 8	All	Provide pull strings in all empty electrical and data conduits.	
9/16/2024	Bldg. 8	All	Electrical and data rooms provide labels on all grounding bars	
9/16/2024	Bldg. 8	IDF	caulk around outlets cut into plywood	
9/16/2024	Bldg 8	803	Order new door damaged water damage (ship date 11/22/24)	Long lead item
9/17/2024	Bldg. 5	All	Complete the labeling of all device cover plates with panel number and circute number	
9/17/2024	Bldg. 5	All	Provide pull strings in all empty electrical and data conduits.	
9/17/2024	Bldg. 5	All	Complete labeling on all electrical equipment (surge protections devices fire alarms remote annuciator, transformers, etc.	ongoing
9/19/2024	Bldg. 3	SE gate	add access control panel at these doors	Post construction added scope
9/19/2024	ALL		Complete the Labeling of VAV valves above ceiling	ongoing
9/19/2024	Bldg. 1	outside	Office' sign outside bldg. 1	Post construction added scope
9/19/2024	Bldg. 1	101	nurses clinic needs privacy curtains installed (ordered and is 3 weeks out from 11/7/24)	Post construction added scope
10/4/2024	Bldg. 6	623	add outside building sign	Post construction added scope
10/17/2024	Bldg. 6	Cafeteria	add acoustic panels in the cafeteria to help with noise per Irene	Post construction added scope
11/18/2024	Bldg. 5	531	sink needs to be sealed and faucet tightened.	
11/18/2024	Bldg. 6	647	base board under sink is missing	
11/18/2024	Bldg. 6	647	base board near window is coming unglued	
11/18/2024	Bldg. 6	647	missing laminate plank in front of external door	
	Bldg. 6	646D	replace damaged ceiling tiles	
	Bldg. 1		Complete lightning protection installation	
	Bldg. 6	Cafeteria	Correct the spandle glass/clear glass installation	Christmas break
	Bldg. 3	Locker rooms	Locker room renovation	Summer 2025

AGENDA ITEM NO. 11.11

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title

Approval of Southeast High School New Science Building - Substantial Completion and Certificate of Completion Phase III (No Financial Impact)

Executive Summary

The purpose of the requested action is to authorize the Superintendent, or his designee, to execute a Substantial Completion and Certificate of Completion Phase III for Southeast High School New Science Building - Substantial Completion Phase III has been established by the Project Architect, Building Official, Construction Manager, and Department of Construction Services as of August 23, 2024. The scope of work includes the Demolition to the existing building.

Southeast High School New Science Building Project Summary Sheet is attached for reference.

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

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

Recommendation

The Superintendent recommends approval of Southeast High School New Science Building - Substantial Completion and Certificate of Completion Phase III (No Financial Impact).

Financial Impact

There is no financial impact.

Contact

Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Southeast High School - New Science Building - Project Summary Sheet
Southeast_High_School_New_Science_Building_Substantial_Completion_-Phase_III..pdf

Southeast High School - New Science Building

PROJECT DIRECTOR: Jeffrey Medwetz

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 (9/08/23)
	$13,229,500.00	Original Project Budget (02/22/22)
SUBSTANTIAL COMPLETION	8/1/2024	Amendment 3 GMP (11/08/2022)
	8/30/2024	Change Order 6 (1/16/2024)

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.

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	Approved	Deduct Direct Material Purchases
Change Order 4:	(258,827.87)	June 27, 2023	Approved	Deduct Direct Material Purchases
Change Order 5:	(364,568.35)	September 26, 2023	Approved	Deduct Direct Material Purchases
Change Order 6:	0.00	Janauary 16, 2024	Approved	Change Order 6 - Extend Contract Time
Sub Comp:	0.00	January 30, 2024	Approved	Sub-Stantial Completion Phase II
Change Order 7:	16,353.99	February 27, 2024	Approved	Direct Material Purchase Reconciliation
Change Order 8:	(150,620.27)	May 28, 2024	Approved	Deduct Direct Material Purchases
Change Order 9:	55,845.22	July 23, 2024	Approved	Direct Material Purchase Reconciliation
Change Order 10:	20,237.20	November 12, 2024	Approved	Direct Material Purchase Reconciliation
Substantial Completion	-	December 10, 2024	Pending	Substantial Completion Phase III
TOTAL	11,326,234.19			

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			

SUBSTANTIAL COMPLETION

Project: Southeast High School New Science Building
Location: 1200 37th Ave East
Bradenton, FL 34208

Project Number: 3951520095

Contract Date: 3/9/22

Notice to Proceed / Authorization Date: 1/16/24

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Rowe Architects, Inc.
100 East Madison Street, Suite 200
Tampa, FL 33602

CM: P.J. Hayes, Inc. dba Tandem Construction
5391 Lakewood Ranch Blvd, N Suite 200
Sarasota, FL 34240

Date of Issuance: 8/23/24

Project or Designated Portion shall include:

Phase 3 - Demolition of existing building and site changes at the entry to the ticket booth and drum circle. This is the substantial completion of the final phase for the Southeast High School New Science Building project, contract number 000000000226.

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: 8/23/2024
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.

Rowe Architects, Inc.
ARCHITECTURAL FIRM

Angela Hendershot
Digitally signed by Angela Hendershot
DN: CN=Angela Hendershot, dnQualifier=A01410D0000018AD329F5850006BE29, OU=ROWE ARCHITECTS LLC, C=US
Reason: I have reviewed this document
Date: 2024.11.14 11:21:23-05'00'
BY

2024.11.14
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within (90) Ninety days from the above date of Substantial Completion.

P.J. Hayes, Inc. dba Tandem Construction
CONTRACTOR

Jodi Dressig
BY

8/27/24
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on 8/23/2024 (date).

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.

ECS Florida, LLC
4524 N. 56th Street
Tampa, FL 33610
8133021644
8136239979

LETTER OF TRANSMITTAL

August 22, 2024

School Board of Manatee County
1 Matzke Way Building 7
Bradenton, FL 34208

ATTN: Melody BonaMi

RE: **Southeast High School Science Building PPI**
ECS Job # **41:3521-A**

Permits: **See Attached List of Permits**
Location: **1200 37th Avenue E**
Bradenton, FL 34208

X Field Reports X For your use X As requested

CC: Manatee County Schools - Jeffery Medwetz
School Board of Manatee County - Melody BonaMi
Tandem Construction - Jodi Dressig
Tandem Construction - Kirstin Pitt

ENCL: Field Report # 88 8/21/2024 site final

SIDNI HOXHA LICENSE NO. 88178 STATE OF FLORIDA PROFESSIONAL ENGINEER

AUG 22 2024

Sidni Hoxha, P.E.
Third Party Inspections Program Manager

Damaris E. Trinidad Ramos
Code Compliance Project Manager

Disclaimer

1. *This report (and any attachments) shall not be reproduced except in full without prior written approval of ECS.*
2. *The information in this report relates only to the activities performed on the report date.*
3. *Where appropriate, this report includes statements as to compliance with applicable project drawings, and specifications for the activities, performed on this report date.*
4. *Incomplete or non-conforming work will be reported for future resolution.*
5. *The results of samples and/or specimens obtained or prepared for subsequent laboratory testing will be presented in separate reports/documents.*

ECS Florida, LLC
4524 N. 56th Street
Tampa, FL 33610
(813) 302-1644 [Phone]
(813) 623-9979 [Fax]

FIELD REPORT

Project No.	**41:3521-A**
Report No.	**88**
Day & Date	**Wednesday 8/21/2024**
Weather	**90 °/ Raining**
On-Site Time	**1.00**
Lab Time	**0.00**
Travel Time*	**0.00**
Total	**1.00**
Re Obs Time	**0.00**

Project	**Southeast High School Science Building PPI**
Location	**Bradenton, FL**
Client	**School Board of Manatee County**
Contractor	**Tandem Construction**

Remarks **site final**

Trip Charges*	Tolls/Parking*	Mileage*	Time of	Arrival	Departure
Chargeable Items				**8:15A**	**9:15A**

* Travel time and mileage will be billed in accordance with the contract.

Summary of Services Performed (field test data, locations, elevations & depths are estimates) & Individuals Contacted.

An ECS representative arrived on site to perform the following:

1) Observe the site final for science center and surrounding areas.

Building Permit No: MCS 11012022
Inspection Code: Site Final
Inspection Result: PASSED

Observations were performed referencing the Florida Building Code and the submitted and approved drawings.

Thank you for allowing ECS Florida, LLC the opportunity to provide inspection services for this project. Should you have any questions and/or comments, please contact our office.

By Robert Perry 1104

AGENDA ITEM NO. 11.12

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Rye Ranch Elementary School Prototype Design - Agreement Between Owner and Skanska USA Building, Inc., in the Amount of $148,467.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to enter into an Agreement between Owner and Skanska USA Building, Inc. This Agreement authorizes the pre-construction services required to assist in design, budget, and scheduling with the Project team for the construction of the Rye Ranch Elementary School. The new school will be constructed in the vicinity of North Rye Road and Rutland Road Manatee County on an 18.28-acre site.

Rye Ranch School Summary Sheet and Contract Summary are attached for reference.

The Construction Manager Agreement is available for review at the Department of Construction Services.

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 Rye Ranch Elementary School Prototype Design - Agreement Between Owner and Skanska USA Building, Inc., in the amount of $148,467.00 (Capital Funds).

Financial Impact
The Construction Management Fee for Pre-Construction Services is not to exceed $148,467.00 and is included in the total project budget requirement of $75,000,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Rye Ranch Elementary Project Summary
Rye Ranch ES - CM Contract Summary Sheet

RYE RANCH ELEMENTARY SCHOOL

PROJECT DIRECTOR: Jerry Varghese

ARCHITECT/ENGINEER:	Harvard Jolly, Inc.	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	Skanska USA Building, Inc.	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	TBD	Currently on the District's Continuing Contracts

PROJECT BUDGET: $75,000,000.00

HISTORY: New Construction

SCOPE: The scope of work consists of the design and construction of a new Elementary School protoype containing 969 student statins on a 18.28 acres site located in North Rye Road Manatee County

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -		Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,391,850.00	October 8, 2024	Approved	Architectural / Engineering Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 2,391,850.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:				Selected through the Request for Qualifications process
Agreement:	$ 148,467.00	December 10, 2024	Pending	Pre-Construction Services
TOTAL	$ 148,467.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:			N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:			N/A	Construction Documentation - Multivista
Agreement:			N/A	MEP Commissioning Services - SGM Engineers
Agreement:				Public Safety - Bi-Directional Amplifier (BDA)
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Rye Ranch Elementary
North Rye Road
Manatee County Florida

Total Project Budget:

Design Services	$ 2,391,850.00
Construction Services	$ 65,000,000.00
Owner Services	$ 6,198,061.00
FF&E Technology	$ 1,410,089.00
Total Project Budget	$ 75,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	10/09/2024
Date of Substantial Completion	June 2026
Date of Final Completion	July 26, 2026

Architect/Engineer ("AE")

Harvard Jolly, Inc.
6000 Cattleridge Drive, Suite 204
Sarasota, FL 34232
s.johnson@harvardjolly.com

Construction Manager ("CM")

Skanska USA Building, Inc.
400 N. Ashley Dr., Suite 400
Tampa, FL 33602
Keith.Hendry@skanska.com

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ 148,467.00
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ 0.00
TOTAL	$ 65,000,000.00

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 1,625,000.00
Site Adaptation	$ 324,500.00
Interior Design	$ 78,250.00
EHPA Allowance	$ 32,000.00
Food Service Design	$ 45,000.00
Green Globes registration	$ 1,800.00
Total Engineering Services	$ 285,300.00
Total A/E Fee	$ 2,391,850.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: **78959**

Exhibits

Exhibits “A” through “F” are attached for reference.

SKANSKA

Skanska USA Building Inc.
400 N. Ashley Drive, Suite 400
Tampa, Florida 33602
Web www.skanska.com

November 19, 2024

Reginald L. Goff
Director
Construction Services Department
School District of Manatee County
1 Matzke Way, Building 7
Bradenton, FL 34208

Reference: **School District of Manatee County**
Rye Ranch Elementary School - Preconstruction Proposal

Skanska USA Building, Inc. is pleased to present its Preconstruction Phase Proposal for the Artisan Lakes Elementary School project. This proposal includes the on-site investigating, estimating and planning for the following phases:

- Schematic Design
- Design Development
- GMP Proposal based on 100% Construction Documents.

The design and estimating schedule is to be finalized in coordination with Harvard Jolly PBK Architects and School District of Manatee County.

The total lump sum for the above services is **One Hundred Forty-Eight Thousand, Four Hundred and Sixty-Seven Dollars ($148,467).**

If you have any questions, please contact me at 813-356-9204.

Sincerely,

Skanska USA Building, Inc.

Daniel Abou-Jaoude
Vice President

CC: Keith Hendry, Project Executive
Rick Bevilacqua, Project Director

Rye Ranch Elementary School
Manatee County, Florida

PRECONSTRUCTION SCHEDULE OF VALUES					
Team Member	Title	Unit of Measure (Hours)	Hourly Billing Rate	Notes	Extended Amount
Schematic Design					
Daniel Abou Jaoude	Account Manager	4	$ 265.46		$ 1,062
Rick Bevilaqua	Project Director	16	$ 238.67		$ 3,819
Keith Hendry	Project Executive	12	$ 235.12		$ 2,821
Torrey Gabriel	Estimating Engineer	20	$ 83.12		$ 1,662
Steve Masucci	Preconstruction Manager	40	$ 136.82		$ 5,473
Samer Rofail	Scheduler	8	$ 151.34		$ 1,211
Todd Collier	General Superintendent	8	$ 237.55		$ 1,900
					$ 17,948
Design Development Phase					
Daniel Abou Jaoude	Account Manager	12	$ 265.46		$ 3,186
Rick Bevilaqua	Project Director	32	$ 238.67		$ 7,637
Keith Hendry	Project Executive	64	$ 235.12		$ 15,048
Torrey Gabriel	Estimating Engineer	62	$ 83.12		$ 5,153
Steve Masucci	Preconstruction Manager	80	$ 136.82		$ 10,946
Samer Rofail	Scheduler	12	$ 151.34		$ 1,816
Todd Collier	Senior Superintendent	16	$ 237.55		$ 3,801
					$ 47,587
Construction Document/GMP Submittal					
Daniel Abou Jaoude	Account Manager	40	$ 265.46		$ 10,618
Rick Bevilaqua	Project Director	62	$ 238.67		$ 14,798
Keith Hendry	Project Executive	80	$ 235.12		$ 18,810
Torrey Gabriel	Estimating Engineer	86	$ 83.12		$ 7,148
Steve Masucci	Preconstruction Manager	140	$ 136.82		$ 19,155
Samer Rofail	Scheduler	20	$ 151.34		$ 3,027
Todd Collier	Senior Superintendent	30	$ 237.55		$ 7,126
					$ 80,682
Materials					
Advertisements	[redacted]				$ 1,000
Printing					$ 1,250
					$ 2,250
			Total Preconstruction Proposal		**$ 148,467**

AGENDA ITEM NO. 11.13

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title

Approval of the Artisan Lakes Elementary School Prototype Design - Agreement Between Owner and Skanska USA Building, Inc., In the Amount of $148,467.00 (Capital Funds)

Executive Summary

The purpose of the requested action is to enter into an Agreement between Owner and Skanska USA Building, Inc. This Agreement authorizes the Pre-Construction Services required to assist in design, budget, and scheduling with the Project team for the construction of the Artisan Lakes Elementary School. The new school will be constructed on the South Side of Buckeye Road, Manatee County on a 22.8-acre site.

Artisan Lakes School Summary Sheet and Contract Summary are attached for reference.

The Construction Manager Agreement is available for review at the Department of Construction Services.

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 Artisan Lakes Elementary School Prototype Design - Agreement Between Owner and Skanska USA Building, Inc., in the amount of $148,467.00. (Capital Funds)

Financial Impact

The Construction Management Fee for Pre-Construction Services is not to exceed $148,467.00 and is included in the total project budget requirement of $75,000,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project funded by Capital Funds.**

Contact

Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Artisan Lakes Elementary Project Summary
Artisan Lakes Elementary School CM Contract Summary Sheet

ARTISAN LAKES ELEMENTARY SCHOOL

PROJECT DIRECTOR: Michelle Begeue

ARCHITECT/ENGINEER:	Harvard Jolly, Inc.	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	Skanska USA Building, Inc.	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	TBD	Currently on the District's Continuing Contracts

PROJECT BUDGET: $75,000,000.00

HISTORY: New Construction

SCOPE: The scope of work consists of the design and construction of a new Elementary School protoype containing 969 student statins on a 22.8 acres site located in South Side of Buckeye Road Manatee County

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -		Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 2,987,800.00	October 8, 2024	Approved	Architectural / Engineering Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 2,987,800.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:				Selected through the Request for Qualifications process
Agreement:	$ 148,467.00	December 10, 2024	Pending	Pre-Construction Services
TOTAL	$ 148,467.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:			N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:			N/A	Construction Documentation - Multivista
Agreement:			N/A	MEP Commissioning Services - SGM Engineers
Agreement:				Public Safety - Bi-Directional Amplifier (BDA)
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Artisan Lakes Elementary
South Side of Buckeye Road
Manatee County Florida

Total Project Budget:

Design Services	$ 2,987,800.00
Construction Services	$ 65,000,000.00
Owner Services	$ 5,602,111.00
FF&E Technology	$ 1,410,089.00
Total Project Budget	$ 75,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	10/09/2024
Date of Substantial Completion	June 2026
Date of Final Completion	July 26, 2026

Architect/Engineer ("AE") Harvard Jolly, Inc.
6000 Cattleridge Drive, Suite 204
Sarasota, FL 34232
s.johnson@harvardjolly.com

Construction Manager ("CM") Skanska USA Building, Inc.
400 N. Ashley Dr., Suite 400
Tampa, FL 33602
Keith.Hendry@skanska.com

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ 148,467.00
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ 0.00
TOTAL	$ 65,000,000.00

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 2,470,000.00
EHPA Allowance	$ 54,000.00
Food Service Design	$ 45,000.00
Green Globes registration	$ 1800.00
Total Engineering Services	$ 417,000.00
Total A/E Fee	$ 2,987,800.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: **78959**

Exhibits

Exhibits “A” through “F” are attached for reference.

SKANSKA

Skanska USA Building Inc.
400 N. Ashley Drive, Suite 400
Tampa, Florida 33602
Web www.skanska.com

November 19, 2024

Reginald L. Goff
Director
Construction Services Department
School District of Manatee County
1 Matzke Way, Building 7
Bradenton, FL 34208

Reference: **School District of Manatee County**
Artisan Lakes Elementary School - Preconstruction Proposal

Skanska USA Building, Inc. is pleased to present its Preconstruction Phase Proposal for the Artisan Lakes Elementary School project. This proposal includes the on-site investigating, estimating and planning for the following phases:

- Schematic Design
- Design Development
- GMP Proposal based on 100% Construction Documents.

The design and estimating schedule is to be finalized in coordination with Harvard Jolly PBK Architects and School District of Manatee County.

The total lump sum for the above services is **One Hundred Forty-Eight Thousand, Four Hundred and Sixty-Seven Dollars ($148,467).**

If you have any questions, please contact me at 813-356-9204.

Sincerely,

Skanska USA Building, Inc.

Daniel Abou-Jaoude
Vice President

CC: Keith Hendry, Project Executive
Rick Bevilacqua, Project Director

Artisan Lakes Elementary School
Manatee County, Florida

PRECONSTRUCTION SCHEDULE OF VALUES					
Team Member	Title	Unit of Measure (Hours)	Hourly Billing Rate	Notes	Extended Amount
Schematic Design					
Daniel Abou Jaoude	Account Manager	4	$ 265.46		$ 1,062
Rick Bevilaqua	Project Director	16	$ 238.67		$ 3,819
Keith Hendry	Project Executive	12	$ 235.12		$ 2,821
Torrey Gabriel	Estimating Engineer	20	$ 83.12		$ 1,662
Steve Masucci	Preconstruction Manager	40	$ 136.82		$ 5,473
Samer Rofail	Scheduler	8	$ 151.34		$ 1,211
Todd Collier	General Superintendent	8	$ 237.55		$ 1,900
					$ 17,948
Design Development Phase					
Daniel Abou Jaoude	Account Manager	12	$ 265.46		$ 3,186
Rick Bevilaqua	Project Director	32	$ 238.67		$ 7,637
Keith Hendry	Project Executive	64	$ 235.12		$ 15,048
Torrey Gabriel	Estimating Engineer	62	$ 83.12		$ 5,153
Steve Masucci	Preconstruction Manager	80	$ 136.82		$ 10,946
Samer Rofail	Scheduler	12	$ 151.34		$ 1,816
Todd Collier	Senior Superintendent	16	$ 237.55		$ 3,801
					$ 47,587
Construction Document/GMP Submittal					
Daniel Abou Jaoude	Account Manager	40	$ 265.46		$ 10,618
Rick Bevilaqua	Project Director	62	$ 238.67		$ 14,798
Keith Hendry	Project Executive	80	$ 235.12		$ 18,810
Torrey Gabriel	Estimating Engineer	86	$ 83.12		$ 7,148
Steve Masucci	Preconstruction Manager	140	$ 136.82		$ 19,155
Samer Rofail	Scheduler	20	$ 151.34		$ 3,027
Todd Collier	Senior Superintendent	30	$ 237.55		$ 7,126
					$ 80,682
Materials					
Advertisements	[redacted]				$ 1,000
Printing					$ 1,250
					$ 2,250
			Total Preconstruction Proposal		**$ 148,467**

AGENDA ITEM NO. 11.14

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Annie Lucy Williams Elementary School Classroom Addition - Agreement Between Owner and Gilbane Building Company - Amendment 1 in the Amount of $227,070.52 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Pre-Construction Agreement between Owner and Gilbane Building Company, which authorizes the purchase of the early release package for mechanical, electrical, structure and envelope system. The early release package is required for the timely delivery of materials due to long lead times and supply chain disruptions.

Annie Lucy Williams Elementary School Classroom Addition Project Summary Sheet is attached for reference.

Funding Sources that do not require an Educational Plant Survey will be utilized.

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 the approval of Annie Lucy Williams Elementary School Classroom Addition - Agreement between Owner and Gilbane Building Company - Amendment 1 in the amount of $227,070.52 (Capital Funds).

Financial Impact
The amount of Amendment 1 is $227,070.52. The revised Pre-Construction Services Fee is $244,570.52 and is included in the total project budget of $6,000,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project Funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Annie Lucy Williams Elementary School - Classroom Addition Summary Sheet
Annie Lucy Williams Elementary School - CM Amend 1 Early Procurement

Annie Lucy Williams Elementary School - Classroom Addition (8 Pack)

PROJECT DIRECTOR: Jerry Varghese

ARCHITECT/ENGINEER: Harvard Jolly Architects — Currently on the District's continuing contracts list
CONSTRUCTION MANAGER: Gilbane Building Company — Currently on the District's continuing contracts list
BUILDING OFFICIAL: TBD

PROJECT BUDGET: $ 6,000,000.00 (July 30, 2024) Original Total Project Budget (5 Yr Capital Plan)

HISTORY: Annie Lucy Williams Elementary School was built in June 2007 and has 823-student stations The school is located at 3404 Fort Hamer Road, Parrish Florida.

SCOPE: The scope of work includes, but is not limited to the Architectural and Engineering Services for the contruction of an eight-classroom building addition, adding 160 student stations and restrooms adjacent to the existing covered playground structure.

INCLUDED IN 5 YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	August 27, 2024	Approved	District's Continuing Contracts List
Agreement:	$ 277,240.00	August 27, 2024	Approved	Architectural / Engineering Services
TOTAL	$ 277,240.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			
Agreement:	$ 17,500.00	September 24, 2024	Approved	Pre-Construction
Agreement:	$ 227,070.52	December 10, 2024	Pending	Early Procurment Materials
	$ -			Guaranteed Maximum Price
TOTAL	$ 244,570.52			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	Date		
Owner Services:	$4,450.00	N/A	N/A	Professional Services Agreement - GEO Services
Owner Services:	$3,100.00	N/A	N/A	Professional Services Agreement - Surveying
Owner Services:	$5,910.00	N/A	N/A	Professional Services Agreement - SUE GPR
TOTAL	$ 13,460.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Annie Lucy Williams Elementary School Classroom Addition
Construction Manager: Gilbane Building Company
Construction Manager Address: 1950 Ringling Blvd, Suite 300
Sarasota FL 34236

The work is as follows: purchase of the early procurement package for mechanical, electrical, structure and envelope systems. The early procurement is required for a timely delivery of materials due to long-lead times and supply chain disruptions.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) By: _____

Date of Substantial Completion including this amendment: TBD

Amount of Amendment: $227,070.52
Previous Amount of Pre-Construction Agreement: $ 17,500.00
New Total Amount of Pre-Construction Agreement: $244,570.52

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: James Caldwell, Business Leader Name/Title: _____

As Witnessed:

_____ Gilbane Building Company
(Name of Corporation)
(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director
_____, Director
_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

11/18/2024

Mr. Jerry Varghese
Project Director – Annie Lucy Williams ES Classroom Addition
Manatee County School District
1 Matzke Way
Bradenton, FL 34208

RE: Annie Lucy Williams ES Classroom Addition – Direct Material Purchase Allowance

Dear Jerry,

As we have recently discussed we believe we need to release certain long lead items associated with the mechanical, electrical, structure, and envelope system before the end of the year. If we wait for design to be completed and competitive bids to be received and evaluated, we would not be able to release this critical material in time to meet the schedule.

The apparent solution is to utilize the direct material values that were recently realized at the Freedom ES to establish an owner allowance value in line with this budget for the Annie Lucy Williams ES Classroom Addition. This allowance would be used with your authorization to issue contracts to trades for long lead items that would then go through the DMP process rendering the tax savings for the district.

This request does not change the commitment Gilbane has made to work with the team within the project budget and does put us in a good position to complete the project on time and within budget. Please accept this proposal to create an owner allowance for long lead materials associated with Annie Lucy Williams ES Classroom Addition.

Sincerely,

Zack McClary
Digitally signed by Zack McClary
DN: C=US, E=zmcclary@gilbaneco.com, O=Gilbane Building Company, OU=FLRO, CN=Zack McClary
Date: 2024.11.18 08:42:51-05'00'

Zack McClary
Senior Project Manager

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Annie Williams ES Classroom Addition** Date: 11/20/2024

Contractor **Gilbane Building Company**

ITEM		ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:			
Division 07	07B Roofing	$38,896.88	
Division 08	08B Glass and Glazing	$34,127.50	
Division 23	23A Mechanical	$58,204.30	
Division 26	26A Electrical	$66,089.07	
	Sub Total		**$ 197,317.75**
General Conditions:			
Division 1	Staffing	$15,000.00	
	Safety Awards		
	Field Office Support		
	General Requirements		
	Liability Insurance	$2,263.89	
	Builders Risk Insurance		
	Management, Information, Cost Control System		
	Subcontractor Default Insurance		
	Sub Total		**$ 17,263.89**
Overhead & Profit (Overall Project)			
	Fee	$12,488.88	
	Sub Total		**$12,488.88**
Pre-Construction Expenses			
	Included in Initial Agreement	$17,500.00	$ 17,500.00
	Sub Total		**$ -**
Unforseseen Conditions:			
	Sub Total	$0.00	**$ -**
Bond:			
	Sub Total	$0.00	**$ -**
GMP TOTAL			**$ 244,570.52**

Amendment 1 Amount		**$ 227,070.52**

AGENDA ITEM NO. 11.15

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Palma Sola Elementary School - Campus Renovations - Agreement Between Owner and McIntyre Elwell & Strammer General Contractors, Inc. - Amendment 3 - Guaranteed Maximum Price Phase III in the Amount of $22,124,230.97 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 3 to the Agreement between Owner and McIntyre Elwell and Strammer General Contractors Inc., which authorizes the Guaranteed Maximum Price (GMP) Phase III in the amount of $22,124,230.97. The Scope of Work includes construction of the new school facility and related site work.

Palma Sola Elementary School - Campus Renovations Project Summary 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 Palma Sola Elementary School - Campus Renovations - Agreement between Owner and McIntyre Elwell & Strammer General Contractors, Inc. - Amendment 3 - Guaranteed Maximum Price Phase III in the amount of $22,124,230.97. (Capital Funds)

Financial Impact
The amount of Amendment 3 is $22,124,230.97. The revised Guaranteed Maximum Price to date including Amendment 3 is $26,140,442.17, and is included in the total project requirement of $31,645,066.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
PSE Campus Renovation Project Summary
PSE Campus Renovation Amendment 3
Palma Sola GMP Summary #3
Palma Sola GMP #3 11-18-24 Updated 11-19 Proposal

Palma Sola Elementary School Campus Renovation

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER:	Fleischman Garcia Maslowski Architecture	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	McIntyre Elwell & Strammer General Contractors, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Bureau Veritas North America, Inc	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$31,645,066.00	(5/15/2024) Revised Project Budget (Capital Funds)
	$29,000,000.00	(10/24/2023) Original Project Budget
SUBSTANTIAL COMPLETION:	**October 2, 2026**	Amendment 1 GMP Phase 1 (9/10/2024)

HISTORY: The Palma Sola Elementary School campus was originally constructed in 1961 and currently contains 740 student stations on a 16-acre site. The District completed major building additions in 1990 and 2007, and added a parent drive lane and other site improvements in 2017.

The School Board approved a Castaldi Analysis and Report recommending replacement of the existing facility on May 19, 2022. The initial school program was approved at the March 31, 2023 Workshop to include 508 student stations with core facilities for 596 students. After the April 26, 2024 Board Workshop, the campus size was revised to 441 student stations with core facilities for 513 students.

SCOPE: THE SCOPE OF WORK includes renovation and partial replacement of the existing campus facilities to provide 441 student stations with core facilities for 513 students. The work will include demolition of Buildings 1 through 17, renovation of Building 18, and associated site and utility work to provide a complete and functional facility.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -		Approved	Selected through the Request for Qualifications process
Agreement:	$ 1,794,680.00	October 24, 2023	Approved	Architectural / Engineering Services
Agreement 1:	$ 31,700.00	December 12, 2023	Approved	Architectural / Engineering Services - SUE
TOTAL	$ 1,826,380.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -		Approved	Selected through the Request for Qualifications process
Agreement:	$ 132,250.00	October 24, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 1,898,570.12	September 10, 2024	Approved	Phase I - Guaranteed Maximum Price
Amendment 2:	$ 1,985,391.08	October 29, 2024	Approved	Phase II - Guaranteed Maximum Price
Amendment 3:	$ 22,124,230.97	December 10, 2024	Pending	Phase III - Guaranteed Maximum Price
	$ -			
TOTAL	$ 26,140,442.17			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2024	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 152,000.00	February 13, 2024	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 152,000.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 18,000.00	February 12, 2024	N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:	$ 19,850.00	September 6, 2024	N/A	Electrical Inspection/Testing - Bright Future Electric
Agreement:	$ 5,765.00	September 5, 2024	N/A	Asbestos Testing - OHC
TOTAL	$ 43,615.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 3 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Palma Sola Elementary
Construction Manager: McIntyre Elwell & Strammer General Contractors, Inc.
Construction Manager Address: 1645 Barber Rd Sarasota, FL34240

The work is as follows: Phase III the construction of the new school facility and related site work.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Contract Time will be (~~Increased~~) (~~decreased~~) (unchanged) By:

Date of Substantial Completion including this amendment: **October 02, 2026**

Amount of Amendment 3:	$ 22,124,230.97
Amount of Amendment 2:	$ 1,985,391.08
Amount of Amendment 1:	$ 1,898,570.12
Pre-Con Agreement Amount:	$ 132,250.00
New GMP Amount:	$ 26,140,442.17

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Josh Tomlinson, Vice President Name/Title: Mark Freeman, President

As Witnessed:
_____ McIntyre Elwell & Strammer General Contractors, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. #3 BUDGET SUMMARY

Project: **Palma Sola Elementary** Date: 11/18/2024

Contractor: **McIntyre Elwell & Strammer**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Relocate Existing Utilites/Low Voltage (A) - Deduct	($100,000.00)	
Floor Protection (A)	$15,000.00	
Final Cleaning	$32,848.36	
Dumpsters	$39,403.00	
Dewatering (A)	$10,000.00	
Landscaping (A)	$15,000.00	
Sodding	$79,200.00	
Water Sod To Establish (A)	$10,000.00	
Permanent Fencing	$161,805.00	
Service Yard Gates (A)	$40,000.00	
Site Furnishings	$59,144.51	
Flammable Storage Building #7 (A)	$100,000.00	
Delegated Engineer (A)	$10,000.00	
Envelope Consultant (A)	$30,000.00	
Conrete/Masonry/Brick	$2,616,728.40	
Additional Concrete MEP Slabs (A)	$10,000.00	
Concrete Patch & CMU Wall Replacement (A)	$10,000.00	
Structural Steel	$896,052.15	
Structural Steel Brick Ledger Angles (A)	$15,000.00	
Misc. Steel Brackets (A)	$5,000.00	
Expansion Joint Covers (A)	$37,329.96	
Building 18 Overbuilds	$80,845.00	
Carpentry	$28,936.00	
Casework & Cabinetry	$115,783.00	
Caulking All Expansion Joints	$6,747.30	
Waterproofing of Rough Openings	$18,728.22	
Damp Proofing Ext. CMU Walls	$11,641.26	
Spray Foam Insulation - Building 18	$39,990.00	
Roofing	$980,306.00	
Doors & Hardware	$506,383.58	
Kitchen Roll-Up Doors Removal & Re-install	$2,000.00	
Storefronts, Windows, Glass & Glazing	$542,125.00	
Deal Tray	$264.00	
Window Tinting & Impact Film	$1,012.50	
Stucco	$45,000.00	
Metal Framing & Drywall	$946,879.00	
Drywall Patching (A)	$10,000.00	
Acoustical Ceiling & Wall Panels	$232,297.00	
Pipe Hanger Assembly	$16,000.00	
Flooring	$378,525.95	
Patching MMA In Kitchen (A)	$7,500.00	
Painting	$311,590.13	
Projector Screen Install	$1,500.00	
Markerboards, Tackboards, Tackstrips	$65,000.00	
Toliet Accessories & Fire Extinguisher Cabinets	$37,684.69	
Corner Guards	$20,448.00	
Wall Protection At Clinic	$6,800.00	
Cubicle Curtain Track & Curtain	$1,792.00	
Illuminated Flag Pole	$13,076.00	

Walkway Canopies	$291,337.00	
Kiln Relocation & Install (A)	$5,000.00	
Stage Curtain	$17,981.35	
Window Shades	$24,945.02	
Lockdown Shades	$13,993.72	
Plumbing	$614,895.78	
Fire Sprinklers	$219,453.00	
HVAC	$4,196,984.16	
Electrical	$4,003,414.51	
Existing Site Lighting Upgrades (A)	$100,000.00	
Intercom (A)	$150,000.00	
Install FPL Conduits (A)	$10,000.00	
Sub Total		**$18,169,370.55**
General Conditions:		
General Conditions	$1,401,626.00	
Sub Total		**$1,401,626.00**
Overhead & Profit (Overall Project)		
Contractors Fee	$1,053,534.81	
Sub Total		**$1,053,534.81**
Pre-Construction Expenses		
	$ 132,250.00	
Sub Total		**$ 132,250.00**
Phase I- Amendment 1		
	$ 1,898,570.12	
Sub Total		**$ 1,898,570.12**
Phase II- Amendment 2		
	$ 1,985,391.08	
Sub Total		**$ 1,985,391.08**
Unforseseen Conditions:		
Contingency	$939,407.83	
Price Escalation Contingency	$97,854.98	
Sub Total		**$1,037,262.81**
Bond:		
Bond & Insurance	$240,489.30	
Sub Total		**$240,489.30**
Builders Risk Insurance Allowance:		
Builders Risk Insurance(A)	$221,947.50	
Sub Total		**$221,947.50**
GMP TOTAL		**$26,140,442.17**

Pre-Construction	**$132,250.00**
GMP Phase I Amendment 1	**$1,898,570.12**
GMP Phase II Amendment 2	**$1,985,391.08**
GMP Phase III Amendment 3	**$22,124,230.97**
GMP TOTAL	**$26,140,442.17**

Exhibit A

Guaranteed Maximum Price Proposal

Palma Sola Elementary School Replacement/Remodeling Project

Project ID# MCSD# 3951531215



Department of Construction Services

Construction Manager
Submitted November 18, 2024

FleischmanGarciaMaslowski
ARCHITECTURE PLANNING INTERIORS

ME&S General Contractors, Inc.

Section 1
Cover Sheet

General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

November 18, 2024

VIA EMAIL

Reginald Goff, Director of Construction Services
David Wildes, Project Coordinator
School District of Manatee County
1 Matzke Way
Bradenton, FL 34208

RE: G.M.P. #3 Proposal
School District of Manatee County
Palma Sola Elementary School
Bradenton, Florida

Gentlemen:

We are herewith presenting our proposal for GMP #3 for the Palma Sola Elementary School. This work includes new building construction & renovation per FGM plans as listed in Exhibit "B" Contract Documents, and further qualified in the Exhibit "A", GMP #3 Clarifications and Qualifications.

The Total GMP Budget for this work is:
Twenty-Two Million One Hundred Twenty-Four Thousand Two Hundred Thirty Dollars and 97/100..... $22,124,230.97

Please review and let us know if you have any questions.

Sincerely,

Josh Tomlinson
Project Executive

McIntyre Elwell & Strammer General Contractors, Inc.

PROJECT: PALMA SOLA ELEMENTARY
PALMA SOLA ELEMENTARY - BUDGET
PROJECT # 24-024
LOCATION: BRADENTON, FL
DATE: 11/18/2024
INCLUDES ALT. #4,5,6,8,9
DURATION, DAYS: 610
PROJECT SQ FT: 66,900
DISTANCE, MILES: 24

Cost Cod Scope / Subcontractor		BID AMOUNT	TOTAL
1000 GENERAL CONDITIONS & SUPERVISION:			1,401,626.00
A. ME&S ESTIMATE		1,401,626.00	
2550 RELOCATE EXISTING UTILITIES/LOW-VOLT	INCL. IN GMP #1 DEMO		-100,000.00
A. ME&S ALLOWANCE- REDUCED FROM 350K		-100,000.00	
2715 RELOCATE FENCING	INCL. IN GMP #1 DEMO		0.00
A. ME&S ALLOWANCE		0.00	
1050 TEMPORARY SIDEWALKS	INCL. IN GMP #1 DEMO		0.00
A. ME&S ALLOWANCE		0.00	
1050 TEMPORARY COVERED WALKWAYS & BUS LOOP	INCL. IN GMP #1 DEMO		0.00
A. COLE CONTRACTING		0.00	
2800 TREE TRIMMING	INCL. IN GMP #1 DEMO		0.00
A. ME&S ALLOWANCE		0.00	
1022 GOLF CART: FOOD SERVICES			0.00
A. EXCLUDE BY OWNER		0.00	
2061 TEMPORARY WALL & ROOF DRY-IN FOR THE KITCHEN	INCL. IN GMP #1 DEMO		0.00
A. ME&S ALLOWANCE		0.00	
1043 ELECT RELOC. FOR THE TEMPORARY KITCHEN LINEUP (ART ROOM)	INCL. IN GMP #1 DEMO		0.00
A. ME&S ALLOWANCE		0.00	
1066 FLOOR PROTECTION			15,000.00
A. ME&S ALLOWANCE		15,000.00	
1022 OWNER STORAGE TRAILER & RENTAL EXPENSE:			0.00
A. EXCLUDE		0.00	
1101 FINAL CLEANING			32,848.36
A. KLEEN SWEEP		32,848.36	
2275 MATERIALS TESTING			0.00
A. BY OWNER		0.00	
2104 DUMPSTERS:			39,403.00
A. ME&S ESTIMATE		39,403.00	
2002 MUCK REMOVAL			0.00
A. EXCLUDE		0.00	
2020 TEMPORARY CONSTRUCTION FENCE & BARRICADES & SILT FENCE	INCL. IN GMP #1 DEMO		0.00
A. ME&S ALLOWANCE		0.00	
2430 DEWATERING			10,000.00
A. ME&S ALLOWANCE		10,000.00	
2100 BUILDING DEMOLITION	INCL. IN GMP #1 DEMO		0.00
A. FORRISTALL		0.00	
B. WILDCAT		0.00	
C. CROSS ENVIR.		0.00	
2100 FF&E DEMOLITION/REMOVAL	INCL. IN GMP #1 DEMO		0.00
A. SEE DEMO		0.00	
2000 SITE WORK, PAVING, BLDG. PAD, STORM, UTILITIES	INCL. IN GMP #2 SITEWORK		0.00
A. SPECTRUM		0.00	
B. DANA- **EXCLUDES MILL & OVERLAY VE#8**		0.00	
C. BENNETT		0.00	
D. AROX - NO BID			
2000 TEMPORARY GRINDER PUMP	INCL. IN GMP #1 DEMO		0.00
A. MES ALLOWANCE		0.00	
2000 TEMPORARY CONSTRUCTION ROAD	INCL. IN GMP #2 SITEWORK		0.00
A. SPECTRUM - INCLUDED @ SITEWORK		0.00	
B. DANA - INCLUDED @ SITEWORK			
2630 SIDEWALKS - BY SITE SUB	INCL. IN GMP #2 SITEWORK		0.00
A. SPECTRUM - INCLUDED @ SITEWORK		0.00	
B. DANA - INCLUDED @ SITEWORK			

2550	WELL CAPPING ONLY- **EXCLUDES NEW WELL**	($43,230 WELL CAPPING) INCL. IN GMP#1 DEMO	0.00
A.	EXCLUDE	0.00	
2750	IRRIGATION - EXCLUDED FROM BASE BID -SEE ALTERNATE #1		**0.00**
A.	IDA	0.00	
2800	LANDSCAPING - EXCLUDED FROM BASE BID -SEE ALTERNATE #1		15,000.00
A.	MES ALLOWANCE	15,000.00	
2810	SODDING - BAHIA- INCLUDES WATERING TO ESTABLISHMENT		79,200.00
A.	BAYSIDE SOD - SOD ONLY - NO INITIAL WATERING TO ESTABLISHMENT	123,727.50	
B.	HOLLAND	79,200.00	
C.	AGRISCAPE - SOD ONLY	123,352.00	
2810	WATER SOD TO ESTABLISHMENT		10,000.00
A.	MES ALLOWANCE	10,000.00	
2710	PERMANENT FENCING INCL. DECORATIVE		161,805.00
A.	CARDINAL FENCE	190,630.00	
B.	SMITH FENCE	187,701.61	
C.	WEST FLORIDA - ROBERT	161,805.00	
D.	USA FENCE	175,661.35	
2710	SERVICE YARD GATES - 2 PAIR		40,000.00
A.	MES ALLOWANCE	40,000.00	
2870	SITE FURNISHINGS - BENCHES, TRASH RECEPTACLES		37,142.13
A.	MES ESTIMATE	37,142.13	
2870	SITE FURNSHINGS - BIKE RACKS, FLAG POLE		22,002.38
A.	MES ESTIMATE	22,002.38	
2950	PLAYGROUND EQUIPMENT		0.00
A.	EXCLUDE - BY OWNER	0.00	
2950	PLAYGROUND EQUIPMENT- SHADE STRUCTURES		0.00
A.	EXCLUDE - BY OWNER	0.00	
3400	FLAMMABLE STORAGE BUILDING #7 PER A1.04		100,000.00
A.	MES ALLOWANCE (REMODEL EXISTING FLAMMABLE STORAGE BUILDING)	100,000.00	
3400	DELEGATED ENGINEER/ COORDINATION- RFI#18		10,000.00
A.	MES ALLOWANCE	10,000.00	
3400	ENVELOPE CONSULTANT		30,000.00
A.	MES ALLOWANCE	30,000.00	
3000	CONCRETE / MASONRY / BRICK - FOOTING/COLUMN PAD SPEC. **STD BRICK**		2,616,728.40
A.	SOUDER	2,664,259.95	
B.	ORION - (dba TAS CONCRETE) / MASONRY BUILDERS	2,926,020.86	
C.	B&M - INCLUDES ADDENDUM #4	2,616,728.40	
D.	SANDHOFF	3,440,373.04	
E.	MARK WILLIAMS / RON KENDALL MASONRY	3,946,002.80	
F.	SOUTHWEST CONSTR.	3,062,812.50	
G.	ORION - (dba TAS CONCRETE) / RON KENDALL	3,485,471.60	
3000	ADDITIONAL CONCRETE HOUSEKEEPING SLABS FOR MEP TRADES		10,000.00
A.	MES ALLOWANCE	10,000.00	
3000	CONCRETE PATCH AND CMU WALL REPLACEMENT		10,000.00
A.	MES ALLOWANCE	10,000.00	
5100	STRUCTURAL STEEL		896,052.15
A.	INDUSTRIAL STEEL	1,097,465.00	
B.	JUST STEEL	1,074,290.00	
C.	MORROW STEEL	1,123,549.75	
D.	OGDEN BROTHERS	896,052.15	
5100	STRUCTURAL STEEL BRICK LEDGER ANGLES		15,000.00
A.	MES ALLOWANCE	15,000.00	
5100	MISC. STEEL BRACKETS		5,000.00
A.	MES ALLOWANCE	5,000.00	
5805	EXPANSION JOINT COVERS BY INPRO		37,329.96
A.	SERVICE CONTRACTING	37,329.96	
5400	LIGHT GA. TRUSSES & METAL DECK FOR BLDG. 18 OVERBUILDS		80,845.00
A.	JAX TRUSS FURN ONLY	95,972.00	
B.	SOUTHEAST ERECTORS - LABOR AND DECKING INCLUDED	80,845.00	
C.	SCOSTA / OGDEN / GULFSHORE / MES CARP	89,642.98	
6000	CARPENTRY		28,936.00
A.	ME&S ESTIMATE	28,936.00	

6410	CASEWORK & CABINETRY - **EXCLUDES NEW CABINETS 18**		115,783.00
A.	ADAMS BROS.	214,417.00	
B.	FUSION IND.	153,590.00	
C.	STEVENS IND.	115,783.00	
6535	WINDOW SILLS - SOLID SURFACE - FORMICA, CORIAN OR WILSONART		0.00
A.	STEVENS IND. - INCLUDED ABOVE	0.00	
6410	BLDG. 18 - REPAIR EXISTING CABINETS AS NEEDED		0.00
A.	EXCLUDE	EXCLUDE	
7175	CAULKING ALL EXPANSION JOINTS		6,747.30
A.	SERVICE CONTRACTING	6,747.30	
7100	WATERPROOFING OF ROUGH OPENINGS		18,728.22
A.	SERVICE CONTRACTING	18,728.22	
7100	DAMPPROOFING OF EXT. CMU WALLS FOR BRICK		11,641.26
A.	SERVICE CONTRACTING	11,641.26	
7215	SPRAY FOAM INSULATION @ BLDG. 18 - INCL. INTUMESCENT BARRIER		39,990.00
A.	TAILORED FOAM	46,704.00	
B.	SOUTHERN FOAM	39,990.00	
7340	FIBERTITE XT 45 MIL (KEE) SINGLE PLY ROOFING (IN LIEU OF 50 MIL) ALL BLDGS. EXCEPT SHINGLES ON BLDG. 18		980,306.00
A.	SPRINGER PETERSON	1,325,972.46	
B.	CROWTHER ROOFING	980,306.00	
C.	SUTTER ROOFING	1,496,750.64	
8000	DOORS & HARDWARE- **INCL. ALT #5, #6**		506,383.58
A.	SUNCOAST COMM. DOOR	506,383.58	
B.	MILLS & NEBRASKA / MES LABOR	566,629.19	
8000	DOORS & HARDWARE - ACCESS CONTROL		0.00
A.	INCLUDED ABOVE	0.00	
8370	KITCHEN ROLL-UP DOORS REMOVAL AND REINSTALL PER A2.01A		2,000.00
A.	D&D GARAGE DOORS	2,000.00	
8570	STOREFRONT, WINDOWS, GLASS & GLAZING		542,125.00
A.	KEY GLASS	542,125.00	
B.	COUNTRYSIDE	542,173.42	
C.	TAB GLASS	652,575.06	
8570	DEAL TRAY PER EQ30/A3.11C		264.00
A.	AMAZON/ME&S LABOR	264.00	
8570	WINDOW TINTING & IMPACT FILM		1,012.50
A.	NBI SUNCONTROL - MARY KING	1,012.50	
8570	ALM VERTICAL FIN SHADES FOR WINDOW OPENINGS S8 & LIGHT SHELFS		0.00
A.	EXCLUDE	EXCLUDE	
9100	STUCCO		45,000.00
A.	COMMERCIAL PLASTERING	45,000.00	
B.	RAYNOR	52,780.00	
9260	METAL FRAMING & DRYWALL		946,879.00
A.	GULFSHORE	946,879.00	
B.	RAYNOR	1,395,625.00	
C.	WALMARK	1,620,911.25	
9260	DRYWALL PATCHING- BUILDING #18		10,000.00
A.	ME&S ALLOWANCE	10,000.00	
9510	ACOUSTICAL CEILINGS & WALL PANELS		232,297.00
A.	ACOUSTI	232,297.00	
B.	HANLON	234,776.25	
9510	PIPE HANGER ASSEMBLY @ CCTV ROOM #1-416E		16,000.00
A.	ACOUSTI	16,000.00	
B.	HILES CURTAINS	18,259.55	
9660	FLOORING INCLUDING HARD TILE, CARPET TILE, LVT-		378,525.95
A.	HEXX	407,191.00	
B.	SPECTRA	378,525.95	
C.	OFDC	807,454.17	
9800	PATCH MMA IN KITCHEN		7,500.00
A.	MES ALLOWANCE	7,500.00	
9900	PAINTING - **EXCLUDES BRICK SEALER SEE ADD ALT#2**		311,590.13
A.	A&P	329,595.75	
B.	PRECISION PAINTING - INCOMPLETE BID	228,217.50	
C.	SERVICE CONTRACTING - GAVIN	311,590.13	

10120 GREEN SCREEN PER A3.0 @ MEDIA CCTV ROOM #416E PER A2.01D		0.00
A. SYSTEM DELETED - EXCLUDE	0	
10120 INSTALL PROJECTOR SCREEN - FURN. BY OWNER		1,500.00
A. MES ESTIMATE	1,500.00	
10100 MARKERBOARDS, TACKBOARDS, TACKSTRIPS		65,000.00
A. FLORIDA CHALKBOARD - BILL HAINES OR TIM WOODWARD	65,000.00	
10120 CAFETERIA A/V SYSTEM - EXTRON		0.00
A. ME&S ESTIMATE- INCLUDED AT ELECTRICAL	0.00	
10120 INTERACTIVE DISPLAY PANELS IN ALL CLASSROOMS (PROMETHEAN)		0.00
A. BRACKETS FURNISHED BY OWNER - INSTALLED BY MES. EXCLUDES MONITOR INSTALL	0.00	
10180 TOILET ACCESSORIES & FIRE EXTINGUISHERS & CABINETS		37,684.69
A. CROWTHER SPEC. - MEGAN WILL BID	49,640.00	
B. MARDALE SPECIALTIES DIRECT	37,684.69	
C. MCLEOD GENERAL TRADES - BLAKE & CONNER - INCLUDES WALL PROT, CUB. CURT, FLAGPOLE	170,500.00	
D. CONSTRUCTION RESOURCES/ATLANTA GLASS - APRIL	92,881.00	
10240 CORNER GUARDS - ACROVYN & S.S. - (8) CG-1 & (168) CG-2 ON PLANS		20,448.00
A. CROWTHER SPEC.	22,835.00	
B. MARDALE SPECIALTIES DIRECT	20,448.00	
C. CONSTRUCTION RESOURCES/ATLANTA GLASS - APRIL	31,325.00	
10240 WALL PROTECTION @ CLINIC PER A2.03 & A7.05 - **RFI#5**		6,800.00
A. ME&S ESTIMATE	6,800.00	
10150 CUBICLE CURTAIN TRACK & CURTAIN @ CLINIC		1,792.00
A. MARDALE SPECIALTIES DIRECT	1,792.00	
10350 ILLUMINATED FLAG POLE PER A1.04		13,076.00
A. MARDALE SPECIALTIES DIRECT	13,076.00	
10400 INTERIOR AND EXTERIOR SIGNAGE - BY OWNER		0.00
A. BY OWNER	0.00	
10400 SCHOOL LOGO PER 3/A5.01 BY OWNER		0.00
A. BY OWNER	0.00	
10400 CAFETERIA GRAPHICS		0.00
A. MES ALLOWANCE - **SEE ALTERNATE #3**	0.00	
10500 LOCKERS		0.00
A. EXCLUDED	0.00	
10530 WALKWAY CANOPIES & CANOPIES OVER EXTERIOR DOORS		291,337.00
A. PEACHTREE	291,337.00	
B. PERFECTION ARCH.	351,849.00	
C. WALT DITTMER	525,668.00	
11740 KITCHEN EQUIPMENT - **SEE ALTERNATE #3**		0.00
A. BELTRAM	0.00	
B. FISHMAN		
C. JOHNSON LANCASTER		
D. TBCI DESIGN		
E. SRE CULINARY		
11740 REMOVE AND REINSTALL DISHWASHER **INCL. IN GMP #1**		0.00
A. MES ESTIMATE	0.00	
11740 DISHWASHER UPGRADES		0.00
A. BY OWNER	0.00	
11800 APPLIANCES		0.00
A. EXCLUDE	0.00	
11700 KILN FOR ART ROOM		5,000.00
A. RELOCATE EXISTING / ME&S INSTALL PER A3.11A - ALLOWANCE	5,000.00	
12515 STAGE CURTAIN & TRACK		17,981.35
A. HILES CURTAIN	17,981.35	
12520 VISTA WINDOW BLINDS - ROLLER SHADES AT EXTERIOR WINDOWS - ALLOWANCE		24,945.02
A. SUNCOAST WINDOW FILMS & BLINDS	47,084.39	
B. JAMES BLINDS - INCLUDES UPGRADE TO ROLLER SHADES	24,945.02	
C. RAISE & SHINE BLINDS	27,524.36	
D. IWS	25,714.18	
12520 LOCKDOWN SHADES - MFG. BY SCHOOL GUARD		13,993.72
A. SCHOOL SPECIALTY / ME&S LABOR	13,993.72	

8620 WINDOW TINT			0.00
A. EXCLUDED		0.00	
15400 PLUMBING			614,895.78
A. BABE'S		683,400.00	
B. LT PLUMBING		729,577.71	
C. B&I		881,911.80	
D. SOUTHERN EQUIP		704,653.35	
E. AQUA		614,895.78	
15510 FIRE SPRINKLERS:			219,453.00
A. PIPER FIRE		247,354.50	
B. SKYWAY SPRINKLERS		360,325.00	
C. TITAN FIRE		331,660.00	
D. BABE'S		219,453.00	
15600 HVAC- INCLUDES AMERESCO CONTROLS			4,196,984.16
A. B&I		4,620,750.00	
B. SOUTHERN EQUIPMENT		4,196,984.16	
C. BLUEFIN		4,564,500.00	
16000 ELECTRICAL INCLUDING FIRE ALARM, LOW VOLTAGE SYSTEMS- **REFLECTS ALT #8**			4,003,414.51
A. BRIGHT FUTURE - MICHAEL - NO INTERCOM		4,911,226.00	
B. BORRELL / BCI LOW VOLTAGE / CES FIRE ALARM		5,466,619.22	
C. LOONEY (INCL. FIRE ALARM) / BCI LOW VOLTAGE		5,942,224.41	
D. INTER-BAY - 78 EMPLOYEES; 40+ YRS IN BUSINESS - EXCL. INTERCOM		4,494,776.00	
E. BCI - TODD		4,003,414.51	
16000 **REFLECTS ALT. #8** - RECIRCUIT EXISTING SITE LIGHTING & RETROFIT WITH LED FIXTURES			100,000.00
A. ME&S ALLOWANCE		100,000.00	
16700 TELECOM ALLOWANCE - INCLUDED ABOVE			0.00
A. ME&S ALLOWANCE		0.00	
16700 INTERCOM - TELL ELECTRICAL SUBS TO EXCLUDE			150,000.00
A. ME&S ALLOWANCE- INSTALL ONLY		150,000.00	
16722 ACCESS CONTROL - INCLUDED IN ELECTRICAL QUOTES			0.00
A. CFC FIRE		0.00	
16722 INSTALL FPL FURNISHED PRIMARY CONDUITS			10,000.00
A. MES ALLOWANCE		10,000.00	
16720 BDA TESTING			0.00
A. BY OWNER		0.00	
16720 BDA SYSTEM			0.00
A. BY OWNER		0.00	
16720 BDA SYSTEM PATHWAYS & POWER			0.00
A. INCL. ELECTRICAL		0.00	
SUBTOTAL ALL TRADES			19,570,996.55
19010 CONTINGENCY - UNFORESEEN CONDITIONS	4.80%		939,407.83
19010 PRICE ESCALATION CONTINGENCY	0.50%		97,854.98
19440 GENERAL LABILITY INSURANCE			85,775.70
19204 BUILDER'S RISK - ALLOWANCE			221,947.50
19201 G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER			0.00
SUBTOTAL			20,915,982.56
CONTRACTORS FEE		5.00%	1,045,799.13
SUBTOTAL			21,961,781.69
19400 ADD FOR PAYMENT & PERFORMANCE BOND			154,713.60
CONTRACTORS FEE ON BOND			7,735.68
TOTAL BID INCLUDING BOND			22,124,230.97

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ALTERNATE #1 - ADD LANDSCAPING & IRRIGATION - SEE ALLOWANCE IN BASE BID

2810	ADD LANDSCAPING & IRRIGATION			164,486.50
A.	JUNIPER - INCLUDES IRRIGATION & WELL	166,627.61		
B.	HOLLAND	164,486.50		
	SUBTOTAL ALL TRADES			164,486.50
19010	CONTINGENCY			7,895.35
19440	GENERAL LABILITY INSURANCE			717.49
19204	BUILDER'S RISK - BY OWNER			0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER			0.00
	SUBTOTAL			173,099.34
	CONTRACTORS FEE		5%	8,655.00
	SUBTOTAL			181,754.34
19400	ADD FOR PAYMENT & PERFORMANCE BOND			1,668.72
	CONTRACTORS FEE ON BOND			83.00
	TOTAL ALTERNATE INCLUDING BOND			183,506.06

ALTERNATE #2 - ADD SEALER FOR BRICK

9900	ADD SEALER FOR BRICK			35,918.28
A.	SERVICE CONTRACTING	35,918.28		
	SUBTOTAL ALL TRADES			35,918.28
19010	CONTINGENCY			1,724.08
19440	GENERAL LABILITY INSURANCE			156.68
19204	BUILDER'S RISK			0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER			0.00
	SUBTOTAL			37,799.03
	CONTRACTORS FEE		5%	1,890.00
	SUBTOTAL			39,689.03
19400	ADD FOR PAYMENT & PERFORMANCE BOND			364.14
	CONTRACTORS FEE ON BOND			18.00
	TOTAL ALTERNATE INCLUDING BOND			40,071.17

ALTERNATE #3 - ADD KITCHEN EQUIPMENT & GRAPHICS

11740	KITCHEN EQUIPMENT			88,960.35
A.	BELTRAM / LOUIS WOHL	273,764.31		
B.	FISHMAN	308,462.28		
C.	JOHNSON LANCASTER- **INCLUDES OWNER PROVIDED MARKUP BY MCS FOOD SERVICE PROVIDED EQUIPMENT**	88,960.35		
10400	CAFETERIA GRAPHICS			30,000.00
A.	**MES ALLOWANCE PER OWNER**	30,000.00		
	SUBTOTAL ALL TRADES			118,960.35
19010	CONTINGENCY			5,710.10
19440	GENERAL LABILITY INSURANCE			518.90
19204	BUILDER'S RISK - BY OWNER			0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER			0.00
	SUBTOTAL			125,189.36
	CONTRACTORS FEE		5%	6,259.00
	SUBTOTAL			131,448.36
19400	ADD FOR PAYMENT & PERFORMANCE BOND			1,206.66
	CONTRACTORS FEE ON BOND			60.00
	TOTAL ALTERNATE INCLUDING BOND			132,715.02

ALTERNATE #4 - DELETE INTERIOR DRYWALL & FURRING @ PERIMETER CMU WALLS; ADD BLOCKFILL & PAINT FOR EXPOSED CMU WALLS

3000	EXPOSED INTERIOR FACE OF CMU WALLS - ADD		0.00
A.	**B&M - NO EXTRA COST TO TOOL JOINTS**	0.00	
9260	DELETE DRYWALL & FURRING		-39,140.00
A.	GULFSHORE	-39,140.00	
9900	ADD COST OF BLOCKFILL & 2 COATS IN LIEU OF PAINTED DRYWALL		3,902.52
A.	SERVICE CONTR.	3,902.52	
16100	ELECTRICAL PREMIUM FOR ROUGH-IN IN MASONRY		0.00
A.	BCI - NO EXTRA COST PER TODD 11-14-2024	0.00	
	SUBTOTAL ALL TRADES		-35,237.48
19010	CONTINGENCY		-1,691.40
19440	GENERAL LABILITY INSURANCE		-153.71
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
	SUBTOTAL		-37,082.58
	CONTRACTORS FEE	5%	-1,854.00
	SUBTOTAL		-38,936.58
19400	ADD FOR PAYMENT & PERFORMANCE BOND		-357.00
	CONTRACTORS FEE ON BOND		-18.00
	TOTAL ALTERNATE INCLUDING BOND		-39,311.58

ALTERNATE #5 - DELETE HM AREAS @ FRONT LOBBY & RECEPTION (2 TOTAL - S12A & S10) - REPLACE WITH STOREFRONT

8100	DELETE HM DOORS & FRAMES		-27,230.94
A.	SUNCOAST	-27,230.94	
8570	ADD STOREFRONT		24,625.00
A.	KEY GLASS	24,625.00	
9900	DELETE PAINTING OF H.M. FRAMING		0.00
A.	SERVICE CONTRACTING - MISSED INCLUDING IT IN BASE BID - NO DEDUCT	0.00	
	SUBTOTAL ALL TRADES		-2,605.94
19010	CONTINGENCY		-130.30
19440	GENERAL LABILITY INSURANCE		-11.39
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
	SUBTOTAL		-2,747.63
	CONTRACTORS FEE	5%	-137.00
	SUBTOTAL		-2,884.63
19400	ADD FOR PAYMENT & PERFORMANCE BOND		-26.52
	CONTRACTORS FEE ON BOND		-1.00
	TOTAL ALTERNATE INCLUDING BOND		-2,912.15

ALTERNATE #6 - DELETE HM AREAS @ NORTH SIDE CAFETERIA (2 TOTAL - S16A & S16B) - REPLACE WITH STOREFRONT

8100	DELETE HM DOORS & FRAMES		-22,738.17
A.	SUNCOAST	-22,738.17	
8570	ADD STOREFRONT		28,500.00
A.	KEY GLASS	28,500.00	
9900	DELETE PAINTING OF H.M. FRAMING		0.00
A.	SERVICE CONTRACTING - MISSED INCLUDING IT IN BASE BID - NO DEDUCT	0.00	
	SUBTOTAL ALL TRADES		5,761.83
19010	CONTINGENCY		276.57
19440	GENERAL LABILITY INSURANCE		25.13
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
	SUBTOTAL		6,063.53
	CONTRACTORS FEE	0.05	303.00
	SUBTOTAL		6,366.53
19400	ADD FOR PAYMENT & PERFORMANCE BOND		58.14
	CONTRACTORS FEE ON BOND		3.00
	TOTAL ALTERNATE INCLUDING BOND		6,427.67

ALTERNATE #7 - SUBSTITUTE METAL ROOFING FOR SHINGLES ON BLDG. 18

7400	SUBSTITUTE METAL ROOFING FOR SHINGLES ON BLDG. 18		85,900.50
A.	CROWTHER ROOFING	85,900.50	
	SUBTOTAL ALL TRADES		85,900.50
19010	CONTINGENCY		4,123.22
19440	GENERAL LABILITY INSURANCE		374.70
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
	SUBTOTAL		90,398.42
	CONTRACTORS FEE	0.05	4,520.00
	SUBTOTAL		94,918.42
19400	ADD FOR PAYMENT & PERFORMANCE BOND		871.08
	CONTRACTORS FEE ON BOND		44.00
	TOTAL ALTERNATE INCLUDING BOND		95,833.50

ALTERNATE #8 - DELETE NEW SITE LIGHTING - RECIRCUIT EXISTING SITE LIGHTING

16000	DELETE NEW SITE LTG.		-233,409.08
A.	BCI	-233,409.08	
16000	RECIRCUIT EXISTING SITE LTG. AND RETROFIT NEW LED FIXTURES		100,000.00
A.	MES ALLOWANCE	100,000.00	
	SUBTOTAL ALL TRADES		-133,409.08
19010	CONTINGENCY		-6,403.64
19440	GENERAL LABILITY INSURANCE		-581.93
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
	SUBTOTAL		-140,394.64
	CONTRACTORS FEE	0.05	-7,020.00
	SUBTOTAL		-147,414.64
19400	ADD FOR PAYMENT & PERFORMANCE BOND		-1,353.54
	CONTRACTORS FEE ON BOND		-68.00
	TOTAL ALTERNATE INCLUDING BOND		-148,836.18

ALTERNATE #9 - BUILDER'S RISK INSURANCE

19204	BUILDER'S RISK		221,947.50
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
	SUBTOTAL		221,947.50
	CONTRACTORS FEE	0.05	11,097.00
	SUBTOTAL		233,044.50
19400	ADD FOR PAYMENT & PERFORMANCE BOND		2,138.94
	CONTRACTORS FEE ON BOND		107.00
	TOTAL ALTERNATE INCLUDING BOND		235,290.44

AGENDA ITEM NO. 11.16

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Parrish Community High School Classroom Addition - Amendment 1 - Agreement Between Owner and Bureau Veritas North America, Inc. - in the Amount of $6,100.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and Bureau Veritas North America, Inc. for Parrish Community High School Classroom Addition. This Amended scope will provide additional Plans Review and Inspection services for the Public Safety - Bi-Directional Antenna, proposal dated September 17, 2024.

Parrish Community High School – Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Parrish Community High School Classroom Addition - Amendment 1 - Agreement between Owner and Bureau Veritas North America, Inc. - in the amount of $6,100.00 (Capital Funds).

Financial Impact
The amount of Amendment 1 is $6,100.00. The revised Building Officials fee for the plans review and inspection services including Amendment 1 is $110,300.00. This fee is included in the total project budget of $15,000,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
PCHS Classroom Addition Project Summary
PCHS Clsrm Add Amendment 1 BO Agmt - BDA 11.18.24
BV Proposal_School District of Manatee County_Parrish Community High School

PARRISH COMMUNITY HIGH SCHOOL - CLASSROOM ADDITION & BDA

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc.
CONSTRUCTION MANAGER: Williams Company Tampa — Selected through the Request for Qualifications process
BUILDING OFFICIAL: Bureau Veritas North America, Inc. — Currently on the District's Continuing Contracts

PROJECT BUDGET: $15,000,000.00 (05/23/23) Revised Project Budget (5 Yr Capital Plan)
$20,000,000.00 (04/26/22) Original Project Budget

SUBSTANTIAL COMPLETION: March 4, 2025 — Amendment 2 GMP (Williams Company Tampa)

HISTORY: A new high school was built in 2019 to serve students in north (and east) county, as the District's current high school utilization is at 106% of capacity. The site for the new school consists of 98 acres in the central part of the North county, located on Erie Road.

SCOPE: The existing campus was constructed in 2019 with a student capacity of 2,150; but was master planned and the core was constructed for a capacity of 2,500 students. Due to enrollment growth, the scope of work for the one-story classroom building addition provides for 16 additional classrooms to accommodate 400 students. Included are associated restrooms, storage areas, corridors, walkways, and mechanical and electrical systems required for a functioning facility for grades nine through twelve. The addition will be a modified reuse of the plans for Building 6, which was constructed in 2019.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 780,600.00	April 26, 2022	Approved	Architectural / Engineering Services
Amendment 1:	$ 60,900.00	December 12, 2023	Approved	Add'l Architectural/Engineering Services-Site Plan Modification Application
Amendment 2:	$ 21,810.00	February 13, 2024	Approved	Add'l Architectural/Engineering Services-Engineering Lab Modifications
TOTAL	$ 863,310.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 45,475.00	April 11, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 1,595,830.00	October 24, 2023	Approved	Add'l Pre-Con Services - Early Procurement Materials
Amendment 2:	$ 8,951,433.32	February 13, 2024	Approved	Guaranteed Maximum Price
Change Order 1:	$ (517,346.70)	May 14, 2024	Approved	Change Order 1
Change Order 2:	$ (456,564.10)	July 23, 2024	Approved	Change Order 2
Change Order 3:	$ (217,369.76)	August 27, 2024	Approved	Change Order 3
Change Order 4:	$ (239,939.39)	December 10, 2024	Pending	Change Order 4
TOTAL	$ 9,161,518.37			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 104,200.00	May 23, 2023	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
Amendment 1:	$ 6,100.00	December 10, 2024	Pending	Plans Review, Permitting, Inspections & Fire Marshal Services for Public Safety - Bi-Directional Amplifier (BDA) Bureau Veritas
TOTAL	$ 110,300.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 8,600.00	April 26, 2023	N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:	$ 15,000.00	August 16, 2023	N/A	Construction Documentation - Multivista
Agreement:	$ 16,500.00	October 24, 2023	N/A	MEP Commissioning Services - SGM Engineers
Agreement:	$ 302,875.00	July 23, 2024	Approved	Public Safety - Bi-Directional Amplifier (BDA) - Motorola
Agreement:	$ 15,964.00	October 21, 2024	N/A	Public Safety - Bi-Directional Amplifier (BDA) Motorola J-Boxes & Install
Agreement:				
TOTAL	$ 358,939.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & PLANS REVIEW, PERMITTING AND INSPECTION FIRM

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Plans Review, Permitting and Inspection Firm.

Project Name: Public Safety Bi-Directional Amplifier (BDA)-DAS System Design
Parrish Community High School Classroom Addition

Plans Review, Permitting & Inspection Firm: Bureau Veritas North America, Inc.
Firm Address: 1422 S. Narcoossee Road
St. Cloud, Florida 34771

The work is as follows: Provide Plan Review and Inspection Services in accordance with Bureau Veritas North America, Inc., proposal dated September 17, 2024, on file with the Department of Construction Services (Work).

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Amount of Amendment: $ 6,100.00
Previous Amount of Contract: $104,200.00
New Total Amount of Contract: $110,300.00

PLANS REVIEW, PERMITTING AND INSPECTION FIRM:

By: _____ By: _____

Name/Title: _____ Name/Title: Van Tran, C.B.O Vice President

As Witnessed:

_____ Bureau Veritas North America, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____



BUREAU VERITAS

PROPOSAL

SCHOOL DISTRICT OF MANATEE COUNTY
PARRISH COMMUNITY HIGH SCHOOL
PERMITTING AND FIRE MARSHALL SERVICES

CONTACT REGARDING THIS PROPOSAL
Cynthia Jones
Business Development Manager
Bureau Veritas
1422 S. Narcoossee Road
St. Cloud, FL 34771
P: 407.973.0511
Cynthia.Jones@bureauveritas.com

September 17, 2024

SCHOOL DISTRICT OF MANATEE COUNTY
Attn: David Wildes
Project Director, Construction Services Department
1 Matzke Way, Bldg. 7
Bradenton, FL 34208
941.201.2025

Re: Permitting and Fire Marshall services for Parrish Community High School for the School District of Manatee County, FL.

Dear Mr. David Wildes,

Thank you for the opportunity to submit a proposal for Permitting and Fire Marshall services for Parrish Community High School for the School District of Manatee County, FL.

Fee Arrangement

Permitting Fees:	$1,500.00
Fire Marshall Services Fees:	$4,600.00
TOTAL	**$6,100.00**

This proposal is good for a period of 90 days from the date of the proposal.

Invoicing

BV will bill Permitting and Fire Marshall Services at 50% of the total amount upfront for payment and the remaining 50% will be billed prior to issuing the Certificate of Occupancy.

Terms and Conditions

Bureau Veritas standard terms and conditions shall govern all work and services provided and can be located at https://www.bvna.com/code-compliance-terms-and-conditions. Please sign below where indicated and return a copy to the signatory (Cynthia.Jones@bureauveritas.com cc: kim.bonczyk@bureauveritas.com). Your signature represents your acceptance of the Proposal, Agreement, and Conditions. Bureau Veritas' services will not commence or staff be dispatched to the project site without the receipt of your written acceptance.

BUREAU VERITAS PROPOSAL

We appreciate the opportunity to provide you this proposal. Should you have any questions or require any additional information please do not hesitate to contact us.

Sincerely,



Cynthia Jones
Business Development Manager
Bureau Veritas
1422 S. Narcoossee Road
St. Cloud, FL 34771
P: 407.973.0511
Cynthia.Jones@bureauveritas.com

ACCEPTANCE OF THIS PROPOSAL BY: Please Print Name			
Signature:		Date:	
Title:			
Company:			

AGENDA ITEM NO. 11.17

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Emergency Storm Repairs - Fencing Summaries 1-13 - Agreement Between Owner and Willis A. Smith Construction, Inc., in the Amount of $625,761.00 (Capital Funds/FEMA Reimbursement)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Willis A. Smith Construction, Inc., which will provide fencing repairs/replacement to the Hurricane Milton damaged fences. The scope also includes chain sawing of small branches or trees that are required for the fence repair/installation.

The Professional Services Agreement is attached for review.

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

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

Recommendation
The Superintendent recommends approval of of Emergency Storm Repairs - Fencing Summaries 1-13 - Agreement between Owner and Willis A. Smith Construction, Inc., in the amount of $625,761.00. (Capital Funds/FEMA Reimbursement)

Financial Impact
The fee for professional services is $625,761.00. This fee is included in the total project budget of $625,761.00 **(Capital Funds/FEMA Reimbursement)**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Emergency Item #1 - Storm Repairs Summary 1-13 - PS Agmt CM-WSC
SDMC Summaries 1-13

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
DEPARTMENT OF CONSTRUCTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, (Owner) and **Willis A. Smith Construction, Inc.** (Consultant), whose address is 5001 Lakewood Ranch Blvd. N, Sarasota, Florida 34240. Consultant is prequalified by Owner's Board Approved Continuing Contract Professional Service Firms for Small Projects.

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

1. **The Work:** Consultant shall perform and render all services as described and in furtherance of the following:

   CONTRACT #: **CON495**

   PROJECT NAME: **Emergency Storm Repairs – Fencing Summary 1-13**
   LOCATION: 32 Schools
   Manatee County

   PROJECT BUDGET: **$625,761.00**

   SERVICES: The Scope of Work includes fence repair/replacement to the Hurricane Milton damaged fences. The scope also includes chain sawing of small branches or trees that are required for the fence repair/installation, per Willis A. Smith Construction, Inc. Summary 1-13 proposal worksheet attached (Work).

2. **Effective Date and Work Term:** For the purposes of this Agreement, the Effective Date shall be the date upon which the Agreement is executed by Owner. Consultant's obligation to perform the Work shall commence on the date indicated in the Notice to Proceed issued by Owner's Representative and will terminate upon Final Completion and acceptance and final payment by Owner.

3. **Compensation:** Owner has authorized an amount not to exceed **$625,761.00** which shall constitute the maximum amount due under this Agreement to Consultant for services rendered. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4. **Proposal:** In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Proposal, the provisions contained within the body of this Agreement shall prevail.

5. **Payment Terms:** Owner shall comply with the Local Government Prompt Payment Act (Sections. 218.70-218.80, Florida Statutes) for all payments pursuant to this Agreement.

Unless otherwise required by the Local Government Prompt Payment Act, invoices shall be paid by Owner net 30 days. Invoices must include the contract number prominently displayed in order to receive payment. Payments will be made only to Consultant.

6. **Standard of Care**: Consultant shall be responsible to Owner for the acts and omission of Consultant's employees and Sub-Consultants arising out of or resulting from the performance of services hereunder including those that do not conform to Consultant's standard of care, would constitute a breach of this Agreement if the act or omission were committed by Consultant, or are otherwise wrongful or unlawful. The Work shall be completed in accordance with any applicable Federal, State, County, or City laws, orders, codes, ordinances or amendments that may be in existence.

7. **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 Owner's facilities as such rules and regulations may be modified and amended by Owner from time to time.

8. **Prohibition Against Contingent Fees:** By signing this Agreement, Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9. **Truth-In-Negotiation:** If this Agreement involves a lump-sum or cost-plus-a-fixed-fee over the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, by signing this Agreement, Consultant certifies in accordance with Section 287.055, Florida Statutes, that the wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. Owner and Consultant further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Owner determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the Agreement.

10. **Substantial Completion:** The term "substantial completion" shall mean that the Work is sufficiently completed in accordance with the Agreement, so that Owner can occupy or utilize the completed product or project or designated portions thereof for the use for which it is intended, as expressed in the Agreement.

11. **Final Completion:** The term "Final Completion" shall mean all of the following events have occurred (if applicable):

    a. The Work is substantially complete.
    b. The issuance of a completion certificate by Owner's Representative.
    c. Owner takes possession of all of Consultant's work product and other deliverables related to the Work.

12. **Termination for Cause:** Consultant shall be considered in material breach of this Agreement and such breach will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to begin the Work under the Agreement within the time specified; (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors; (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaching this Agreement. Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party must provide written notice of the material breach and a seven (7) day cure period. Payments made to Consultant or recoveries by 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. Notwithstanding anything herein to the contrary, Owner may unilaterally terminate this Agreement for refusal by the Consultant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Consultant in conjunction with this Agreement.

13. **Termination for Convenience:** Upon not less than 7 days advance written notice, Owner may terminate this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, Consultant shall be entitled to payment and profit for services completed to the time of termination only together with any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on services not required to be performed, or attorneys' or legal fees and costs. Owner, in its sole and reasonable discretion shall determine the percentage of Work completed. Upon termination as set forth herein, Consultant shall deliver to Owner all documents including all papers, plans, records, files, drawings, calculations, models and other materials in Consultant's possession or control arising out of or relating to this Agreement. All such documents submitted to Owner at the time of termination may be used by Owner for the purpose of completing the Work and other purposes set forth in this Agreement. Consultant may terminate this Agreement upon not less than 7 days advance written notice to Owner, which identifies the specific reason for termination, should Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of Consultant. Owner and Consultant may terminate this Agreement by mutual written agreement.

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

    a. Keep and maintain public records required by Owner to perform pursuant to the Agreement.
    b. Upon request from Owner's custodian of public records (identified below), provide

Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

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

17. **Governing Law and Venue:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Notwithstanding the foregoing, any

controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall first be submitted to non-binding arbitration before the American Arbitration Association. Should the parties be unable to resolve any dispute through non-binding arbitration, the parties agree that venue shall then lie exclusively with the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

18. **Legal Fees and Costs:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

19. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

20. **Input and Interpretation:** Each party has had equal input into the drafting of this Agreement and in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against Consultant or Owner, whether under any rule of construction or otherwise. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties. The parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

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

If to Consultant:	Willis A. Smith Construction, Inc. Attention: Nathan Carr 5001 Lakewood Ranch Blvd. N Sarasota, FL 34240
If mailed to Owner:	The School District of Manatee County, Florida Attention: Superintendent P.O. Box 9069 Bradenton, Florida 34206
If hand-delivered to Owner:	The School District of Manatee County, Florida Attention: Superintendent 215 Mantee Avenue West Bradenton, Florida 34205

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

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

23. **Time of the Essence:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

24. **Waiver:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

    Consultant verifies its compliance with the E-Verify System by listing its E-Verify System Number on this Agreement; or by signature and submission of this Agreement, Consultant asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by Section 448.095, Florida Statutes.

    The Consultant will require all subcontractors who work on this Agreement to use the E-

Verify System for any subcontracted employees hired during this Agreement. The Consultant 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 Consultant will maintain and provide the subcontractor's affidavits to Owner on request during this Agreement.

Termination: With good faith belief that the Consultant knowingly violated this section, Owner will terminate the Agreement. Further, with good faith believe that the subcontractor knowingly violated this section, Owner will promptly notify the Consultant and the Consultant will immediately terminate the Consultant's contract with the subcontractor. If this Agreement is terminated for noncompliance with these E-Verify provisions, such termination is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Consultant is liable for any additional costs incurred by Owner 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 Consultant will be barred from any other contracts with Owner for at least one year after the date the Agreement was terminated.

CONSULTANT E-VERIFY NUMBER: 261677

26. **Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Consultant certifies that Consultant will comply with the record retention requirements detailed in 2 CFR §200.334. Consultant further certifies that Consultant will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

27. **Indemnification:** Consultant shall indemnify and hold harmless Owner, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Owner, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Consultant, its employees, officers and agents to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by or utilized by Consultant. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the

contrary, if any provision of this Agreement or its incorporated exhibits obligates the Owner to indemnify the Consultant, Owner's obligation to indemnify the Consultant shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

28. **Insurance:** Within 10 days after the Effective Date of this Agreement, Consultant shall, at Consultant's sole expense, procure, maintain and keep in force the following amounts and types of insurance:

a. Professional liability insurance 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. Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, 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.

e. 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.

f. 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.

g. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by Owner's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Consultant shall immediately notify Owner upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Consultant shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the Owner's Risk Manager. Owner shall be under no obligation to pay Consultant for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

29. **Compliance with Jessica Lunsford Act:** Consultant shall comply with the Jessica Lunsford Act (JLA). Consultant shall comply with Sections 1012.465, 1012.467,

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

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

31. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Consultant that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Consultant further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Consultant further understands that this Agreement with Owner for goods or services of any amount may be terminated at Owner's option if Consultant (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

32. **Representatives:** The following individuals shall serve as each party's respective representative and are hereby authorized by their respective party to administer this

Agreement on behalf of the respective party:

Consultant: Nathan Carr, as Vice President

Owner: Reginald Goff, as Director of Construction Services

33. **Entire Agreement:** This Agreement and its Exhibits constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and Owner shall not be bound by any terms, conditions, statements, warranties or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

34. **Assignability:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

35. **Amendments:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

36. **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 Agreement.

SIGNATURES:

CONSULTANT:

Signature	Date
Nathan Carr Type or Print Name	Vice President Title
Willis A. Smith Construction, Inc. Business/Company Name	(941) 366-3116 Phone
5001 Lakewood Ranch Blvd. N Address	N/A Fax
Sarasota, FL 34240 City, State, Zip	ncarr@willissmith.com Email

OWNER:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

Project Director	Date
Director	Date
Legal Counsel (approved as to form and legal content)	Date
Deputy Superintendent (Projects Under $50,000.00)	Date
Superintendent (Projects Under $100,000.00)	Date
Board Chair (Projects Over $100,000.00)	Date

Report #	SCHOOL	Total Fencing Cost	Total Fencing Cost for Manatee High/Braden High	*Total Tree Debris Cost*	Total Tree Debris Cost for Manatee High/Braden High	Total Project Cost	Notice to Proceed Date	Start Date	End Date	Fence Status	Tree Removal Status- Michael Noppenberg
1	Barbara Harvey Elementary School	$ 7,087.80		$ -		$ 7,087.80	10/29/2024	11/5/2024	11/5/2024	Complete	
1	Sea Breeze Elementary School	$ 36,689.20		$ 2,025.00		$ 38,714.20	10/29/2024	11/25/2024	TBD		
2	Daughtrey elementary School	$ 9,449.00		$ -		$ 9,449.00	10/29/2024	11/6/2024	11/7/2024	Complete	
2	Palma Sola Elementary School	$ 2,404.00		$ -		$ 2,404.00	10/29/2024	11/5/2024	11/5/2024	Complete	
2	Williams Elementary	$ 2,265.00		$ -		$ 2,265.00	10/29/2024	11/5/2024	11/5/2024	Complete	
2	Witt Elementary School	$ 14,503.00		$ -		$ 14,503.00	10/29/2024	11/9/2024	11/10/2024	Complete	
2	Abel Elementary School	$ 2,554.00		$ 2,025.00		$ 4,579.00	10/29/2024	11/8/2024	11/8/2024	Complete	Complete
2	Harllee Campus	$ 14,707.00		$ 2,025.00		$ 16,732.00	10/29/2024	11/12/2024	11/12/2024	Complete	Complete
3	Southeast high School	$ 6,184.00		$ 1,350.00		$ 7,534.00	11/11/2024	TBD			Completed on 11/8
3	Bayshore Elementary School	$ 849.00		$ -		$ 849.00	11/11/2024	out 2 weeks looking at after thanksgiving			
3	Lee middle School	$ 4,795.00		$ 1,468.00		$ 6,263.00	11/11/2024	out 2 weeks looking at after thanksgiving			Needs to be complete by 11/15. Michael is working on this .
3	Bayshore high school	$ 31,693.00		$ 2,818.00		$ 34,511.00	11/11/2024	out 2 weeks looking at after thanksgiving			Needs to be complete by 11/15
4	Manatee High School	$ 48,006.00	$ 90,288.00	$ 1,927.00	$ 9,267.00	$ 99,555.00	11/13/2024				Needs to be complete by 11/15
5	Manatee High School	$ 42,282.00		$ 7,340.00			11/13/2024				Needs to be complete by 11/15
6	Mcneal Elementary School	$ 8,576.00		$ 1,468.00		$ 10,044.00					
6	Moody Elementary School	$ 3,668.00		$ -		$ 3,668.00					
6	Myakka Elementary School	$ 6,901.00		$ -		$ 6,901.00					
6	Nolan Middle School	$ 5,542.00		$ 1,468.00		$ 7,010.00					
6	Palm View K-8	$ 4,524.00		$ 1,468.00		$ 5,992.00					
6	Kinnan Elementary School	$ 4,458.00		$ 1,468.00		$ 5,926.00					
6	Johnson-Wakeland K-8	$ 6,714.00		$ 1,468.00		$ 8,182.00					
7	Bashaw Elementary School	$ 23,266.00		$ 5,149.00		$ 28,415.00					
7	Stewart Elementary School	$ 18,005.00		$ 2,296.00		$ 20,301.00					
8	King Middle School	$ 3,594.00		$ -		$ 3,594.00					
8	Buffalo creek middle School	$ 3,772.00		$ -		$ 3,772.00					
8	Palmetto Elementary School	$ 4,330.00		$ -		$ 4,330.00					
8	Rogers Garden elementary	$ 12,481.00		$ 2,262.00		$ 14,743.00					
8	Rowlett Elementary School	$ 20,606.00		$ 2,818.00		$ 23,424.00					
9	Manatee Elementary School	$ 38,907.00		$ 2,797.00		$ 41,704.00					
9	Mona Jain Middle School	$ 8,291.00		$ -		$ 8,291.00					
10	Lincoln Middle School	$ 47,134.00		$ 2,812.00		$ 49,946.00					
11	Sugg Middle School	$ 33,823.00		$ 2,262.00		$ 36,085.00					
12	Braden High School	$ 47,621.00	$ 95,020.00	$ 2,262.00	$ 3,967.00	$ 98,987.00					
13	Braden High School	$ 47,399.00		$ 1,705.00							
	TOTAL COST	**$ 573,080.00**		**$ 52,681.00**		**$ 625,761.00**					

AGENDA ITEM NO. 11.18

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Manatee High School Building 15 Gymnasium - Emergency Storm Repairs - Agreement Between Owner and Creative Contractors, Inc., in the Amount of $1,289,140.00 (Capital Funds/FEMA Reimbursement)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Creative Contractors, Inc., which will provide roof demolition and repairs at Building 15 and restoration to adjacent track and field.

The Construction Manager Agreement is attached for review.

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

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

Recommendation
The Superintendent recommends approval of Manatee High School Building 15 Gymnasium - Emergency Storm Repairs - Agreement Between Owner and Creative Contractors, Inc., in the amount of $1,289,140.00. (Capital Funds/FEMA Reimbursement)

Financial Impact
The fee for construction services is $1,289,140.00. This fee is included in the total project budget of $1,518,490.00. **(Capital Funds/FEMA Reimbursement)**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Emergency Item #3 - MHS Bldg 15 Gym - Storm Repairs CM Agmt
MHS Bldg 15 Gym - Emergency Storm Repairs Proposal

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

SBMC CONTRACT NO:	**CON502**
PROJECT NAME AND LOCATION:	MHS Bldg 15 Gym - Emergency Storm Repairs 902 33rd Street Court West Bradenton, FL 34205 Manatee County
PROJECT DESCRIPTION AND SCOPE OF WORK:	**Scope of Work** includes roof demolition and repairs at Building 15 and restoration to adjacent track and field. Exhibits A through F, further defining the Scope of Work, are attached hereto and incorporated herein by reference.
TOTAL PROJECT BUDGET:	The Total Project Budget is **TBD** and is comprised of the following:

1. Design Services	$ 62,365.00
2. Construction Services	$1,289,140.00
3. Owner Services	$TBD
4. FF&E and Technology	$TBD
TOTAL PROJECT BUDGET:	$TBD

ANTICIPATED NOTICE TO PROCEED:	TBD
SUBSTANTIAL COMPLETION:	TBD
FINAL COMPLETION:	TBD
ARCHITECT/ENGINEER ("**A/E**"):	Williamson Dacar Associates, Inc. dba Williamson Design Associates 15500 Lightwave Drive, Suite 106 Clearwater, FL 33760 (727) 725-0951 Ted Williamson, AIA twilliamson@wdastudio.com
CONSTRUCTION MANAGER ("**CM**"):	Creative Contractors, Inc. 101 Creative Way Clearwater, FL 33759 (727) 461-5522 Jerry Siminski jsiminski@creativecontractors.com

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

THIS AGREEMENT is made this _____ day of _____ in the year **2024** by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA ("**Owner**") and the **Creative Contractors, Inc., 101 Creative Way, Clearwater, Fl. 33759, Federal Tax ID Number 59-1561132, General Contractor License Number CGC060364** ("**Construction Manager**" or "**CM**"), for CM to perform all work in connection with the management and construction of the **Manatee High School Bldg 15 Gym - Emergency Storm Repairs** (the "**Work**"), located at 902 33rd Street Court West, Bradenton, FL 34205 (the **"Project"**), said Work being set forth in the plans and specifications prepared by N/A, the Architect and/or Engineer of Record ("**A/E**"), and all other Contract Documents hereafter specified. The Owner and the CM, for the consideration set forth herein, agree as set forth below:

ARTICLE 1
RELATIONSHIP OF PARTIES, EXTENT OF THE AGREEMENT AND DEFINITIONS

1.1 Relationship of Parties

1.1.1 The Construction Team

1.1.1.1 The CM, the Owner and the A/E comprise the Construction Team and shall work together throughout the entire Construction Management at Risk delivery process.

1.1.1.2 The A/E shall provide leadership to the Construction Team on all matters relating to design.

1.1.1.3 The CM shall provide leadership to the Construction Team on all matters relating to construction.

1.1.2 The CM

1.1.2.1 The CM accepts the relationship of trust and confidence established by this Agreement. CM agrees to cooperate with A/E; to utilize CM's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner.

1.1.2.2 CM acknowledges that: (1) it has represented to Owner that it has specific expertise in the planning, management and construction of school facilities, and (2) that such representation is a material inducement to Owner to enter into the Agreement.

1.1.2.3 CM shall be acting as an independent contractor at all times during the performance of the Work and no provision in the Agreement shall create an employment or agent relationship between the parties.

1.1.2.4 CM represents and warrants that it is authorized to do business in Florida where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project and that it is familiar with the local and special conditions under which the Work is to be performed and has, or prior to the submission of the GMP Proposal will have, correlated onsite observations with the requirements of the Contract Documents.

1.1.2.5 Notwithstanding anything to the contrary in the Contract Documents, CM is fully responsible to Owner for all duties of CM under the Contract Documents, including the construction means, methods, techniques, sequences and procedures in performing the Work, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement despite CM's delegation of the responsibility therefor to any of its subcontractors.

1.1.2.6 In no event shall Owner be deemed to have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted Owner in the Contract Documents.

1.2 Extent of Agreement

1.2.1 This Agreement is complementary to the drawings, specifications, conditions of the contract (General, Supplementary and other Conditions, if applicable), recordings of presentations and interviews, and, together with them, comprises the full and entire agreement between the Owner and the CM and supersedes all prior negotiations, representations or agreements.

1.2.2 No modification or amendment to the Agreement shall be valid or binding upon the Owner and the CM unless in writing and executed by the Owner and CM.

1.2.3 The headings contained within this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such articles, sections, paragraphs, schedules, exhibits and/or attachments hereto.

1.2.4 The Owner and CM acknowledge they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party, regardless of who is responsible for its preparation. The remedies granted to Owner in the Agreement are cumulative and not in limitation of any other rights and remedies of Owner at law or in equity.

1.2.5 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

1.2.6 All representations and covenants of the parties shall survive the expiration of the Agreement. All of the CM's representations, indemnifications, warranties, and guarantees made in or required by the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion, and acceptance of CM's Work or termination or completion of the Agreement or termination of the Work of CM.

1.2.7 This Agreement shall not be recorded.

1.2.8 Where necessary to the context hereof, the singular shall include the plural and the plural shall include the singular and any one gender may include any other gender.

1.3 Definitions

1.3.1 "**Owner**" means The School Board of Manatee County, Florida, as represented by the Department of Construction Services and its Project Director.

1.3.2 "**Project Director**" means the person designated by the Owner's Director of Construction Services to provide direct interface with the A/E and the CM regarding Owner's interests and responsibilities. The Project Director shall have authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to the Work.

1.3.3 "**Subcontractor**" means any person or entity that is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the CM. The CM shall be solely responsible for and have control over the Subcontractors. CM shall negotiate all Change Orders and Request for Proposals with all affected Subcontractors and shall review the costs of those proposals and advise Owner and A/E of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order or Amendment from Owner.

1.3.4 "**Owner Construction Services Budget**" is comprised of Owner's funds that are budgeted, requested and available for the construction of the Project and is **$1,289,140.00**, including the CM Fee and Cost of Work as further identified below:

Construction Costs	$ 1,003,720.00
General Conditions	$ 144,993.00
Overhead and Profit (CM Fee)	$ 55,116.00
Preconstruction	$
Unforeseen Conditions	$ 58,324.00
Bond	$ 26,987.00
TOTAL	**$ 1,289,140.00**

1.3.5 "**Contract Amount**" shall mean the following amounts that Owner agrees to pay, or cause to be paid, to the CM for the full and faithful performance by CM of the covenants set forth in this Agreement in accordance with the terms of the Agreement:

1.3.5.1 Preconstruction Phase Services

(a) For all Preconstruction Phase Services provided in Stages I – III, as defined herein, CM shall receive the amount identified in Section 6.3.1.11 below ("**Preconstruction Costs**").

(b) The Preconstruction Costs will be invoiced monthly by CM in accordance with Section 6.3.1.11 below.

1.3.5.2 Construction Phase Services

(a) With respect to the Construction Phase Services to be provided by CM in Stage IV, as herein defined, Owner shall reimburse CM for the Cost of Work (as that term is defined hereafter), and pay CM a fixed Construction Management Fee of $**55,116.00** based on the Cost of Work, excluding stored materials, Reimbursable Costs, retainage, and costs for insurance and bonds, established at the time the GMP is set by the parties (the "**CM Fee**"). The CM Fee shall be the CM's total compensation for all overhead not reimbursable as the Cost of Work, as defined herein, as well as the CM's total profit for Construction Phase Services.

1.3.6 "**Contract Documents**" consist of this Agreement, the Exhibits described herein, and any executed and issued addenda, Change Orders, and amendments signed by Owner. The term "Contract Documents" shall also include all plans and specifications for the construction of the Project ("**Construction Documents**") prepared by the A/E including any revisions, but only after

the Construction Documents have been completed by A/E and approved in writing by Owner. Upon Owner's acceptance of CM's GMP Proposal, the Contract Documents will also include the GMP Amendment.

1.3.6.1 Interpretations of conflicts will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

(a) Duly executed amendments and Change Orders with those of a later date having precedence over those of an earlier date;

(b) The Agreement, not including the Exhibits;

(c) Exhibits to the Agreement; and

(d) All other Contract Documents.

1.3.7 "**Substantial Completion**" means that: (1) the Project 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; (2) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; and (3) a Certificate of Occupancy has been issued by the permitting authority.

1.3.8 "**Final Completion**" means that all of the following events have occurred: (1) a Certificate of Substantial Completion has been executed and issued by the A/E and CM; (2) within the time provided for in the Agreement, the CM has completed all of the punch list items and corrected all of the deficiencies, and the closeout items enumerated in **Exhibit C** have been completed; (3) a Certificate of Occupancy has been issued for the Project; and (4) the Owner has taken possession of the Project.

1.3.9 "**Contract Time**" shall be established through the GMP Amendment to the Agreement and is defined as the period of time beginning with the commencement of the Construction Work through the date required for Substantial Completion and Final Completion of the Work.

1.3.10 "**Total Project Budget**" means the total cost of the Project including design services, construction services, Owner services (including FF&E and Technology) and all fees and other costs necessary to design, develop and construct the Project.

ARTICLE 2
CM SERVICES

2.1 The CM agrees to provide construction management services while operating within a modified Construction Management at Risk delivery process for the Project as set forth within this Agreement. The modified Construction Management at Risk delivery process includes:

2.1.1 Stage I – District Project Planning

2.1.1.1 The CM agrees to the Project Description and Scope of Work, the Construction Services Budget, the Substantial Completion date and the Project Schedule as set forth herein. The CM further agrees that the site is appropriate and that the Construction Services Budget is adequate for performance of the Work. The CM agrees that the level of quality of the Project is defined through the School District of Manatee County Planning Manual for Schools & Ancillary Spaces

(the "**Planning Manual**") and other requirements set forth in the Contract Documents.

2.1.2 Stage II – Project Budget Endorsement

2.1.2.1 The first ranked A/E and CM shall:

(a) Review the Owner's Project Scope, budget, schedule and quality; and

(b) Provide a Letter of Commitment and School Board presentation publicly, if requested, endorsing the Project Scope, budget, schedule and quality as adequate and appropriate.

2.1.2.2 Project Schedule

(a) The CM shall prepare and submit a preliminary Project Schedule for Owner and A/E review and acceptance, which indicates all relevant activities during Stages II, III and IV of the delivery process.

(b) The Project Schedule will serve as the framework for the development of all future detailed schedules and shall be produced and updated monthly throughout the Project.

(c) The Project Schedule shall indicate proposed activities, dependencies, durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of shop drawings, use of samples, and delivery of materials or equipment requiring long-lead time procurement.

(d) The Project Schedule shall also coordinate the CM services, the A/E services and the Owner responsibilities.

(e) If preliminary Project dates provided in the Project Schedule, which have been previously approved, are later found to be inaccurate, the CM will make appropriate recommendations to Owner's Project Director and A/E.

2.1.2.3 CM shall familiarize itself thoroughly with the evolving plans and specifications and shall follow the development of design from Schematic Design through Construction Documents Phase. The CM is not responsible for ascertaining that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, or other regulations. However, if CM discovers a conflict, error or discrepancy in the Contract Documents, including during performance of the Work, CM shall report same to A/E and Owner in writing within five (5) days of discovering same, and before proceeding with the Work affected, shall obtain a written interpretation or clarification from A/E.

2.1.2.4 Construction Cost Estimate

(a) CM shall prepare, for Owner and A/E review and approval, a detailed estimate of Construction Costs ("**Construction Cost Estimate**"), which shows the various elements of the Project and costs for construction of same.

(b) The CM shall update and issue the Construction Cost Estimate at the completion of each Phase of Stage III services, including the submission of the GMP Proposal, as follows:

(1) Phase I Schematic Design – more detail with supporting data

(2) Phase II Design Development – systems selected

(3) Phase III Construction Documents:

i. 50% Drawings – only final details missing and establishment of preliminary GMP

ii. 100% Drawings – issuance of final GMP Proposal

(c) CM acknowledges that an accurate Construction Cost Estimate is critical to Owner's ability to establish and verify its Total Project Budget and, therefore, CM shall work closely with A/E and use its best skill and judgment as a contractor familiar with the construction industry in the locality of the Project in preparing its Construction Cost Estimate.

(d) If Construction Costs and/or any estimate exceed previously approved estimates or the Owner's Construction Services Budget, the CM shall make appropriate recommendations to the Owner and A/E for corrective action and propose value engineering and/or alternates for Owner and A/E consideration.

(e) The Construction Cost Estimate shall be reviewed with the Owner's Project Director and the A/E. Any recommendations and advice by the CM concerning design alternatives or value engineering shall be subject to the approval of the Owner's Project Director and the A/E.

2.1.2.5 Stage III – Project Design and Development

(a) At the completion of Stage III: Phase I – Schematic Design, the CM shall:

(1) Provide a second Letter of Commitment and School Board presentation publicly, if requested, stating that the Schematic Design is in conformance with the Project Scope of Work and that the Owner's:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, have its services terminated in accordance with Article 13. If the Agreement is terminated, Phase I documents become the property of the Owner, which may be used or changed by the Owner, solely for the purpose of completing the Project.

(b) At the completion of Stage III: Phase II – Design Development, the CM shall:

(1) Provide a third Letter of Commitment and School Board presentation publicly stating that with professional assistance and appropriate use of value engineering, the Design Development is in conformance with the Project Scope of Work and that the:

i. Project Schedule continues to be appropriate;

ii. Project level of quality is being achieved; and

iii. Construction Services Budget is adequate.

(2) Or, provide evidence prohibiting the commitment.

(c) The CM shall seek to develop subcontractor interest in the Project and shall furnish to the Owner and A/E a list of possible subcontractors and suppliers that may furnish material or equipment for each principal portion of the Work. The Owner and A/E will reply in writing to the CM if there are any objections to a subcontractor or supplier.

(d) Advertising, Bidding and Awarding of Contracts shall be completed per State Requirements for Educational Facilities (SREF), Section 4.2(2).

(e) At 100% completion of Stage III: Phase III – Construction Documents, the CM shall either:

(1) Provide a detailed GMP less than or equal to the Construction Services Budget; and mobilize construction personnel and proceed with Stage IV – Project Construction; or

(2) Provide a detailed GMP greater than the Construction Services Budget after which the Owner shall grant the CM thirty (30) calendar days from 100% completion of Stage III to return with a GMP less than or equal to the Construction Services Budget.

(f) If the CM returns after thirty (30) calendar days with a GMP that exceeds the Construction Services Budget, at the recommendation of the Superintendent of the School District of Manatee County, the Owner may:

(1) Modify the Construction Services Budget thereby increasing the Total Project Budget without additional cost to the Owner including for A/E fees; or

(2) Terminate the CM Agreement allowing the next ranked construction management firm to provide a GMP within the Construction Services Budget and begin construction. If the CM Agreement is terminated under this section, CM's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination together with any retainage withheld and reasonable termination expenses incurred, but CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

2.1.2.6 Guaranteed Maximum Price (GMP) Proposal

(a) When the Owner determines that the drawings and specifications are 100% complete, the CM shall provide a GMP Proposal.

(b) The GMP Proposal shall include the CM Fee and represent the sum total of all costs associated with completing the Work. The GMP Proposal shall also include an itemized statement of CM's General Conditions expenses for the Project, which, once agreed to by Owner shall be specifically included within the GMP Amendment. The CM's General Conditions expenses are to be paid as the Work progresses with each Application for Payment based on percentage of completion of Work. The itemized statements shall be in form and substance and with such detail as may be required by Owner. General Conditions expenses shall each be line items in the Schedule of

Values to be included within the GMP Amendment.

(c) The GMP Proposal shall also include a proposed Construction Schedule, as defined herein, which, once approved, shall be attached to the GMP Amendment.

(d) If the Owner determines the drawings and specifications are not 100% complete and a GMP is required to maintain the Project Schedule, the CM shall provide line items within the GMP Proposal for further development of drawings and specifications by the A/E, which shall not include changes in scope, systems, materials or equipment.

(e) The GMP Proposal shall include a written statement thoroughly explaining the foundation on which the GMP is based including, but not limited to the following:

(1) A complete list of all drawings and specifications used to prepare the GMP;

(2) All addenda and changes in conditions of the Agreement used to prepare the GMP;

(3) A complete list of Owner provided allowances and a statement explaining the CM's understanding of their use;

(4) The proposed date of an Owner-approved Substantial Completion; and

(5) A detailed list of assumptions, exclusions, allowances and clarifications that were made in preparing the GMP.

(f) The CM shall meet with the Project Director and A/E to review the contents of GMP Proposal. The Owner and A/E shall identify, in writing, all discrepancies in the GMP Proposal and provide same to CM. After receiving the list of discrepancies, the CM shall make the appropriate adjustments to the GMP Proposal for submission to the Owner and the A/E.

(g) The CM shall not incur any reimbursable Construction Costs, as outlined in Article 6, prior to the Owner's acceptance of the CM's GMP Proposal and issuance of a Notice to Proceed.

(h) Upon the Owner's acceptance of the GMP Proposal, the GMP will become an Amendment to the Agreement ("**GMP Amendment**") and establish the Agreement's GMP, Contract Time, and liquidated damages for incorporated phases of work.

(i) The GMP shall include only those taxes enacted at the time the GMP is established.

(j) If the GMP exceeds the Owner's Construction Services Budget, the terms of Sections 2.1.2.5(e)(2) and 2.1.2.5(f) shall apply.

2.1.2.7 Bonds

(a) Within ten (10) business days after the GMP is approved by Owner and CM and before any portion of the Construction Work to be covered by such bonds is commenced, CM shall provide Owner with a Performance Bond and a Payment Bond (together, the "**Bonds**"), in the

form prescribed by AIA A312-2017 forms or those forms provided within Section 255.05, *Florida Statutes*, in the amount of one hundred percent (100%) of the total sum of the GMP, the costs of which are to be paid by CM. The Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

(1) The Bonds must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Bonds must be fully performable in Florida, with service and venue in Manatee County, Florida.

(b) In accordance with the requirements of Section 255.05(1)(a), *Florida Statutes*, CM shall record in the Public Records of Manatee County, Florida, a copy of the Bonds. CM shall deliver to Owner certified copies of the recorded Bonds within ten (10) days of recording of the Bonds but, in any event, before commencing the Work. The proper recording and delivery of such Bonds are conditions precedent to Owner's obligation to make any progress payments to CM hereunder.

2.1.3 Stage IV – Project Construction and Warranty

2.1.3.1 The construction phase shall commence on the earlier of the following:

(a) The Owner's acceptance of the CM GMP Proposal and issuance of the Notice to Proceed, or

(b) The Owner's authorization to the CM to:

(1) Award a subcontract;

(2) Undertake the Work with CM forces; or

(3) Issue a Purchase Order for materials or equipment required for the Work.

2.1.3.2 Construction Schedule

(a) Within thirty calendar (30) days after the receipt of the Notice to Proceed, the CM shall prepare a Construction Schedule and submit the schedule to the A/E and Project Director for approval. The Construction Schedule shall graphically depict the sequence and duration of all activities required to satisfactorily finish the Project. The Construction Schedule shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions.

(b) Following development and approval of the Construction Schedule, CM shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner and A/E.

(c) The Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method ("**CPM**") schedule. If requested by Owner or A/E, CM shall

furnish any information needed to justify the reasonableness of activity duration. Such information shall include estimated activity manpower, anticipated quantities, and production rates.

(d) If the Construction Schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require the CM to submit information or documentation including an updated schedule to describe the CM's plan to complete the remaining Work by the required milestone date.

2.1.3.3 Bidding and Subcontracts

(a) Unless authorized by Owner, all work shall be performed under subcontracts held by the CM. The CM shall not bid any of the subcontractor work or perform such work with its own forces without prior written consent of the Project Director.

(b) The CM shall develop procedures that are acceptable to the Project Director and the A/E for pre-qualification of subcontractors and material suppliers, develop subcontractor interest in the Project and conduct pre-bid conferences with interested bidders to review the bid package documents and Project Schedule approved by the Construction Team.

(c) The CM shall obtain bids from subcontractors and open such bids in the presence of the Construction Team, specifically the Project Director and A/E. The Construction Team will then analyze the bids and deliver such bids to the Project Director and A/E.

(d) The Project Director will determine, with the advice of the CM and subject to the reasonable objection of the A/E, which bids will be accepted and indicate his or her acceptance by signing the bid tabulation form for each work scope.

(e) The CM shall not be required to contract with any firm with whom the Owner has a reasonable objection. The CM shall provide the Owner with the scope sheet(s) indicating the apparent responsive and responsible subcontractor bids.

(f) Equal Employment Opportunity / Non-Discrimination

(1) In performing all services to be provided hereunder, CM shall not discriminate against any employee or applicant for employment because of race, ethnicity, color, religion, sex, disability, pregnancy, marital status, age (except as authorized by law), military status, ancestry, genetic information or national origin.

(2) Consistent with Section 287.134, *Florida Statutes*, CM or its affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to Owner; may not submit a bid, proposal, or reply on a contract with Owner 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 Owner; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Owner; and may not transact business with Owner.

2.1.3.4 CM Construction Services

(a) Prior to the commencement of Work, CM may attend a preconstruction conference with Owner and A/E and others, as appropriate for the particular needs of the Project, to discuss the Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, CM shall attend any and all meetings convened by Owner or A/E with respect to the Project, when directed to do so by Owner or A/E. CM shall

have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or A/E.

(b) The CM shall manage, schedule and coordinate the work, including the work of subcontractors and coordinate the work with the activities and responsibilities of the Project Director, A/E and CM in order to complete the Project in accordance with the Owner's objectives of scope, budget, schedule and quality.

(c) The CM shall provide for all job-site facilities necessary to enable the CM, the Project Director, Building Official and the A/E to perform their respective duties.

(d) Supervision and Contractor Representative

(1) CM is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. CM is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents.

(2) The CM shall maintain exclusively for this Project sufficient off-site support staff and competent full-time staff at the Project site authorized to act on behalf of CM to coordinate, inspect, provide general direction and direct the Work and progress of the subcontractors. The CM's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Project Director's consent. The CM's Project Manager, as defined herein, shall have authority to act on behalf of CM. All communications given to the CM Project Manager shall be as binding as if given to CM. The Owner's Project Director shall have the right to direct the CM to remove any on-site personnel whose performance is unsatisfactory to the Owner. In such event, the CM shall promptly replace such personnel without additional compensation for that replacement.

(3) The CM, in conjunction with the Project Director, shall establish on-site organization and lines of authority to implement the overall plans of the Construction Team.

(4) CM shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and A/E. Owner and A/E may attend meetings between CM and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of CM to administer the subcontracts.

(5) CM shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to CM.

(6) CM shall develop and maintain a program, acceptable to Owner and A/E, to assure quality control of the Work. CM shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and CM shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

(7) Should a disagreement occur between CM and A/E over the acceptability

of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

(e) CM shall provide the following job site administration functions during construction to assure proper documentation, including the following:

(1) Job Meetings: CM shall arrange and conduct regular Project status meetings with the Construction Team. CM shall prepare written minutes of job meetings described in this section and deliver copies of such written minutes to Owner and the A/E within five (5) days of each meeting.

(2) PMIS Reports: The CM shall provide a Project Management Information Summary (PMIS) monthly report describing the current cost and payment status of the entire Project. These PMIS reports shall indicate all current encumbrances on and expenditures of the GMP budget. Components of the PMIS are set forth in **Exhibit E**.

(3) Daily Job Logs: The CM shall record the progress of the Work and prepare a daily job log containing a record of weather and CM employees and subcontractors on site including number of workers and work accomplished. The log shall be maintained at the Project site or electronically and made available to the A/E and the Project Director at all times.

(4) Logs for RFIs, Submittals/Shop Drawings, Etc.: The CM shall maintain a log of Requests for Information (RFIs), submittals and shop drawings, status of the Unforeseen Conditions Fund, potential cost items, and Architect's Supplemental Instructions (ASIs) to be reviewed at each Construction Team meeting who shall act on the disposition of these items. CM shall review and approve shop drawings and other submittals and implement procedures for transmittal to the A/E of such submittals for action, and closely monitor their review process.

(5) Submittals:

i. CM shall carefully examine the Contract Documents including the plans and specifications for the Project, as well as the Planning Manual to determine all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. If requested and/or required by the needs of the Project, CM shall prepare a submittal schedule and shall submit the schedule for Owner and A/E approval. The submittal schedule will be coordinated with CM's Construction Schedule and allow A/E reasonable time to review submittals.

ii. If the Project involves submittals and shop drawings, CM shall carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to A/E for review and action. By submitting shop drawings and other submittals, CM represents to Owner and A/E that CM has: (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(6) Subcontractor Progress: The CM may prepare periodic deficiency logs and punch list logs for subcontractors' work, as the particular needs of the Project requires, including unsatisfactory or incomplete items and schedules for their completion.

(7) Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

(8) Substantial Completion: The CM shall ascertain when the Work or designated portions thereof are ready for the A/E Substantial Completion inspection after which the CM and A/E will execute and issue a Certificate of Substantial Completion, as required by Owner, including a list of punch list items to be completed or corrected. From the punch list of incomplete or unsatisfactory items prepared by CM and reviewed and supplemented by A/E, CM shall prepare a schedule for completion of the items indicating completion dates for Owner's review. Substantial Completion will also include the issuance of a Certificate of Occupancy by the permitting authority.

(9) Final Completion: The CM shall monitor the subcontractors' performance on the completion of the Work and provide notice to Owner and the A/E when the Work is ready for final inspection. CM shall secure, review and certify compliance with the Contract Documents and then transmit to Owner, through the A/E, and as an express condition precedent to final payment, all closeout items set forth in **Exhibit C** including required guarantees, warranties, affidavits, releases, consent of surety to final payment, bonds, waivers, manuals, as-built drawings, and maintenance books. Final Completion will also include issuance of a Certificate of Occupancy by the permitting authority and Owner taking possession of the Project.

(f) Safety

(1) CM is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. CM is responsible for protecting from damage or loss all material and equipment to be incorporated into the Work which may be stored off of the Project site.

(2) The CM shall be responsible for initiating, maintaining, implementing and supervising an effective safety program for the Work and requiring similar programs from the subcontractors. OSHA guidelines shall serve as the basis for the safety programs. Copies of the proposed programs shall be distributed to the Construction Team by the CM.

(3) CM shall employ all necessary measures to protect adjoining adjacent property and shall provide barricades, temporary fences and covered walkways required to protect the safety of passersby, local building codes, ordinances or other laws and the Contract Documents.

(4) CM's duties and responsibilities for the safety and protection of the Work and the environment shall continue until such time as the Work is completed and final acceptance by Owner has occurred.

(5) Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property.

(6) At all times CM shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, including all safety and security regulations and requirements, as said regulations and requirements may be modified or changed by Owner from time to time.

2.1.3.5 The CM shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner shall be afforded access to the CM's records, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and all other data relating to the Project at any and all times during normal business hours upon request by Owner. The CM shall preserve all

records and supporting documentation that relate to the Work for a period of three (3) years after final payment, or for longer period as may be required by law. CM shall likewise require all subcontractors to retain all Project records and supporting documentation. The Owner's right to audit, inspect and copy Project records and documentation of CM shall survive completion and/or termination of the Agreement. If at any time, Owner conducts such an audit of CM's records and documentation and finds that CM overcharged Owner, CM shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of twelve percent (12%) per annum). If the Overcharged Amount is equal to or greater than Ten Thousand and No/100 Dollars ($10,000.00), CM shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of CM. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing CM with regard to the Project or under any other agreement between CM and Owner. If such amounts owed CM are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then CM hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of Work.

2.1.3.6 Hazardous Materials and Substances

(a) In the event hazardous materials such as asbestos or polychlorinated biphenyl (PCB) are encountered at the Project site that were not specifically noted in the Construction Documents, the CM shall immediately stop Work in the affected area and shall notify the Owner and the A/E in writing of the suspected material within forty-eight (48) hours of discovering same.

(b) Upon receipt of the CM's notice, the Owner shall obtain the services of a licensed laboratory to determine absence or presence of hazardous substance(s), and in the event such material or substance is found to be present, to remediate, abate, or otherwise remove the hazardous substances.

(c) The Owner shall not be responsible under this Section for hazardous materials or substances the CM brings to the site unless such materials or substances required by the Contract Documents, except to the extent of the CM's fault or negligence in the use and handling of such materials or substances.

(d) CM is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z, or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CM or any of its subcontractors, CM shall maintain on site a Safety Data Sheet for each such product. CM shall indemnify and hold the Owner harmless against the cost and expense Owner incurs: (1) for remediation of a material or substance CM brings to the site and negligently handles, or (2) where CM fails to perform its obligations under this Section, except to the extent that the cost and expense are due to Owner's fault or negligence.

2.1.3.7 Emergencies

(a) CM shall take immediate action to prevent injury to any person and injury to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Property damage includes environmental impacts to the ground, air, and water.

(b) CM shall give A/E and Owner written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. CM shall also deliver to Owner and A/E copies of any written notice of violations received by CM or subcontractors within forty-eight (48) hours following notification by the regulatory agency.

(c) If A/E determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order or Amendment shall be issued to document the consequences of the changes or variations. If CM fails to provide the forty-eight (48) hour written notice noted above, CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. CM is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage. The notice procedures contained in this Section control over any conflicting notice periods herein.

2.1.3.8 Final Completion

(a) Warranties

(1) CM shall obtain and assign to Owner on a non-exclusive basis all warranties given to CM by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

(2) The CM warrants to the Owner and A/E that materials and equipment furnished under the Contract Documents shall be of good quality and new unless the Contract Documents require or permit otherwise. The CM further warrants that the Work will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials or equipment not conforming to these requirements may be considered defective. The CM's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the CM, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

(3) Any warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion.

(4) In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, CM expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and CM shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one (1) year (or such longer period of time as may otherwise be specified in the Contract Documents including the Planning Manual) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, CM shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 The Owner shall provide full information, in a timely manner, regarding the requirements of the Project, including a program setting forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems and site requirements.

3.1.1 The Owner shall establish a Total Project Budget that includes the cost of all Design, Construction and Owner Services. The Total Project Budget shall include contingencies for changes in the work conditions and other costs, which are the responsibility of the Owner.

3.1.2 The Owner shall furnish (unless other provisions are made) the following with reasonable promptness and at the Owner's expense, and the CM shall be entitled to rely on this information:

3.1.2.1 Reports, surveys, drawings and tests concerning the conditions of the site;

3.1.2.2 Surveys describing physical characteristics, legal limitations and utility locations for the project site; and

3.1.2.3 The services of geotechnical engineers when such services are required for site evaluation

3.2 The Owner shall designate a Project Director that will be fully acquainted with the Project and shall define the lines of Owner authority to approve construction budgets and changes in the Project within the Owner approved Scope of Work and Project Budget.

3.3 The Owner shall retain the A/E for design and to prepare Construction Documents for the Project. The duties and responsibilities of A/E are described in the Agreement Between the Owner and the A/E, a copy of which will be furnished to CM. The Agreement between the Owner and A/E shall not be modified without written notification to the CM.

3.4 The Owner's anticipated Sustainable Objectives for the Project are N/A. N/A **Exhibit,** attached hereto and incorporated herein, defines the terms, conditions and services related to the Owner's Sustainable Objectives.

ARTICLE 4
PERMITS, LICENSES, INSPECTIONS AND TAXES

4.1 Code Compliance

4.1.1 A reviewing authority must approve the final Construction Documents for code compliance and issue the appropriate building permit(s) prior to beginning Work. All changes to the Construction Documents shall be reviewed and approved by the same authority.

4.2 Code Inspections

4.2.1 All components of the Project require detailed code compliance and Construction Document inspections during construction including, but not limited to structural, mechanical, electrical, plumbing and general building as well as threshold inspections where required.

4.2.2 The inspecting authority will provide inspection personnel. The Project Director will provide to the CM names, addresses, email addresses, and telephone numbers of the inspecting authorities. The CM shall notify the appropriate inspector(s) no less than 24 hours in advance of the required inspection.

4.2.3 All Work scheduled for inspection shall be ready for inspection and inspected prior to the work being concealed. Work not inspected and not approved prior to concealment shall be revealed for inspection when directed by the Owner of designated inspecting authority.

4.2.4 All costs associated with inspecting prematurely concealed work shall be borne by the CM.

4.3 Taxes

4.3.1 CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

4.3.2 CM shall comply with and fully implement the sales tax savings program with respect to the Work.

4.3.3 Direct Purchasing – Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work.

ARTICLE 5
SUBCONTRACTS

5.1 A subcontractor is a person or organization who has a direct contract with the CM to perform specific work at the jobsite. Nothing in the Contract Documents shall create any contractual relationship between the Owner, A/E or any other subcontractor.

5.2 By appropriate written agreement, the CM shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all obligations and responsibilities which the CM by these documents, assumes to the Owner and the A/E. The CM shall provide the Owner copies of the subcontractor bonds or evidence that bonds have been acquired. All increases and decreases to the Project shall be documented in the bond. CM requested payments for work completed will be withheld until all documentation of bonds is received.

5.3 Requirements

5.3.1 On all subcontracts exceeding $100,000.00 the CM may require subcontractors to provide a 100% performance bond and a 100% payment bond from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the CM wishes to award subcontracts to contractors unable to supply this bonding, CM shall request special authorization from the Owner.

5.3.2 The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five (5) years unless this requirement is waived by Owner, A/E and CM. Similar projects completed by the subcontractor will be indicated on the scope of work sheet by the CM.

5.3.3 Subcontractor is required to be licensed per Chapter 489 and shall provide proof of licensing prior to start of work. Proof of subcontractor licensure shall be provided electronically to the Owner.

5.3.4 All Subcontracts shall provide:

5.3.4.1 That the Owner will be an additional insured on all insurance policies required to be provided by the subcontractors except workman's compensation and professional liability, if applicable;

5.3.4.2 That all warranties will be assigned directly to Owner;

5.3.4.3 That the Work being performed pursuant to such subcontract be performed in accordance with the requirements and intent of the Contract Documents and provide for retainage as specified within this Agreement;

5.3.4.4 For submission of Applications for Payment in form acceptable to Owner, together with reasonable backup and supporting information and, if requested by Owner, Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the forms required by the Agreement, from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

5.3.4.5 That subcontractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*).

5.3.4.6 That the subcontractor will resolve all disputes involving Owner in the same manner as provided in the Agreement;

5.3.4.7 That, upon Owner's request, subcontractor will provide proof of such insurance and additional insured endorsements to Owner;

5.3.4.8 Limitation of Remedy – No damages for delay – that subcontractors' exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time; and

5.3.4.9 That, in the event of a change in the Work that is performed by Subcontractors or sub-subcontractors, a maximum of fifteen percent (15%) markup shall be permitted for each of the Subcontractors for all overhead and profit on Subcontractor's direct labor and material costs and actual equipment costs as follows: (i) ten percent (10%) markup for that portion of the Work to be performed by a Subcontractor with its own forces; and (ii) ten percent (10%) markup for that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of subcontractor, plus five percent (5%) for the Subcontractor. The total combined Change Order fee for Subcontractor and all sub-subcontractors shall not exceed fifteen percent (15%). A detailed breakdown, with necessary backup, shall be provided. Subcontractors, and sub-subcontractors, shall agree that the foregoing constitutes their sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies or claims for increases in the Contract Amount, damages, losses or additional compensation.

ARTICLE 6
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

6.1 Reimbursable Costs

6.1.1 In consideration of the performance of the Agreement, the Owner will pay the CM for the following listed items, which shall all be considered as reimbursable costs of work for the Project ("**Reimbursable Costs**"). The CM shall prepare a complete listing of Reimbursable Costs items with appropriate pricing and the agreed upon total of these items shall be included within the GMP for the Project. These items will be billed monthly and will require back up acceptable to the Owner. Any items not listed are subject to approval by the Owner.

6.1.2 List of Reimbursable Costs:

- Wages or salaries of CM's supervisory JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of CM's administrative JOBSITE personnel (excluding those costs identified within Section 6.3.1.6)
- Wages or salaries of JOBSITE construction workers directly employed by the CM to perform Work (excluding those costs identified within Section 6.3.1.6)
- Site engineering, including layout and grades
- Materials testing
- Security services
- Janitorial services
- Scheduling services
- Drawings and printing costs
- Software costs required for the Project
- Field office trailer, utilities and internet
- Field office supplies and equipment to be transferred to Owner upon Final Completion except for those items that are rented
- Telephones
- Site communications (radios)
- Miscellaneous permits and fees
- Project photos including those requested by Owner
- Postage
- Auto expenses to be determined between CM and Owner based upon the size, scope and duration of the Project
- Project signs, including plaques if applicable
- Personal protective equipment
- On-site and off-site storage containers necessary for Project (i.e. Pod containers, storage facility costs, etc.)
- Temporary fencing
- Temporary roads and walks
- Temporary barricades
- Temporary stairs and landings
- Temporary partitions
- Temporary toilets
- Temporary sanitary lines

- Temporary utilities including power, water, sewer, gas – prior to Substantial Completion
- Drinking water
- Costs for safety requirements
- Temporary water service – prior to Substantial Completion
- Temporary fire protection
- Dewatering and drainage
- Clean-up
- Final cleaning services
- Dumpsters
- Small tools (to be turned over to the Owner at Final Completion of Project except for those items that are rented)
- Equipment maintenance and repair subject to Owner's approval of costs
- Fuel, oil and grease for equipment (not auto expenses) related to the Project
- Freight
- Costs of administration of the direct material purchase ("**DMP**") program
- Rental charges of all necessary machinery and equipment including office equipment used at the site whether rented from the CM or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs
- Cost of labor, material and equipment required for handling, storing, placing and affixing Owner-furnished material and equipment, not DMP items

Total "Not to Exceed" cost of Reimbursable Costs **N/A**

6.1.3 Reimbursable Costs shall only be adjusted with prior written approval from the Owner and the CM.

6.2 CM Fee (Overhead and Profit)

6.2.1 The Owner shall pay to the CM the CM Fee as defined in Section 1.3.5.2(a) based on the Cost of Work, which is established at the time the GMP is set by the parties.

6.2.2 The total amount of the CM Fee as set forth in Section 1.3.5.2(a) shall be paid proportionally to the Cost of Work in place, excluding stored materials and less retainage.

6.3 Cost of Work

6.3.1 The Owner shall pay the CM for the following items, which comprise the "**Cost of Work**":

6.3.1.1 Reimbursable Costs per Article 6.1;

6.3.1.2 General Conditions expenses as defined in Section 2.1.2.6(b). Labor costs that are itemized as Reimbursable Costs may be included within General Conditions expenses, whether or not specifically noted as such, and are not to be billed separately as Reimbursable Costs. CM shall promptly report to Owner any occasion in which the labor/payroll rates paid to personnel is lower than the estimated price included within the GMP Amendment related to the General Conditions expenses. Owner reserves the right to audit CM's payroll and CM shall promptly make available to Owner all records necessary for such purpose;

6.3.1.3 Cost of all materials, supplies and equipment incorporated in the Work or stored on the Project site, including transportation and storage thereof. At the Owner's discretion, the Owner will make payments for materials, supplies or equipment stored off-site and bonded;

6.3.1.4 Costs of the subcontractors for their work completed in accordance with subcontracts with the CM;

6.3.1.5 Sales, use, gross receipt, and similar taxes related to the Work imposed by any governmental authority for which the CM is liable;

6.3.1.6 Cost of contributions, assessments or taxes incurred during the performance of the Work for such items as unemployment compensation and social security, insofar as such cost is based on wages, salaries or other remuneration paid to employees of CM, are included within the Cost of Work at the blended rate of **42.48%** of wages and **34.58%** of salaries. Unreasonable components of labor burden incurred for the Project (related to wages of CM personnel) as determined by the A/E and Owner including, but not limited to, excessive bonuses, excessive pension/profit sharing costs, excessive retirement costs, club dues, automobile expenses, training/seminars, uniforms and administrative support shall not be reimbursed. Reasonable components of labor burden include payroll taxes (FICA, SUTA, FUTA), insurance (health, life, dental, disability), retirement plan up to 4%, and workers compensation (reimbursement shall be based on the actual rate for each person charged to the Project and shall include modifiers and discounts);

6.3.1.7 Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of **.72%** of the GMP amount or the invoice amount and General Liability insurance will be charged at the rate of **.45%** of the GMP amount or the invoice amount), which CM is required by the Contract Documents to purchase and maintain and/or CM requires, including cost of Performance and Payment Bonds for subcontractors and/or suppliers. To the extent permitted by applicable law, all premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the CM after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, rebates, refunds, etc. The CM's actual cost for insurance and bonds directly attributable to this Agreement shall be considered to be included within the GMP, but shall not be included in the amount for purposes of calculating the CM Fee, and shall be charged at the actual rate paid by CM, provided that such rate shall not exceed the amount allocated to these expenses in the GMP. Prior to Final Payment, CM shall procure and/or provide to Owner any and all documentation requested evidencing net actual costs for insurance and bonds for the Project to the CM;

6.3.1.8 Permit fees, licenses, royalties, and deposits lost for causes other than CM's negligence;

6.3.1.9 Costs incurred due to an emergency related to the Project, which affects the safety of persons and property for causes other than CM's negligence;

6.3.1.10 Costs of correction of the Work that are not attributable to negligence or willful or wanton misconduct of CM or subcontractors shall be submitted to the Owner for review and consideration of reimbursement;

6.3.1.11 For all Preconstruction Phase Services as defined herein and including, but not limited to, attending meetings, programming, providing schematic and design development

estimates, constructability reviews, pricing alternates and value engineering, prequalifying subcontractors, developing subcontractor bid packages and preparing the GMP, CM shall receive Preconstruction Costs in the amount of .35% of the anticipated Construction Cost Estimate as the total compensation for Preconstruction Services. CM shall invoice Preconstruction Costs monthly and such costs shall be based upon the percent completion of the designated portion of the Preconstruction Services for each particular month as determined by Owner and an itemized statement of reimbursable expenses incurred for such month, respectively, and Owner's receipt of CM's written invoice for such payment. CM's invoices shall be in a form reasonably acceptable to Owner and be accompanied by such other information, documentation, and materials as Owner may reasonably require. The final invoice for Preconstruction Services shall not be submitted until either (i) the GMP Amendment is executed for the entire Work but prior to construction starting, or (ii) the parties fail to reach agreement on the GMP Amendment and Owner elects to terminate the Agreement as provided herein, whichever occurs first; and

6.3.1.12 Costs associated with the Investigative Report in the total amount of **N/A** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

6.3.1.13 Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1 above:

Safety Awards	(to be billed at N/A**%** of the Contract Amount)
General Liability Insurance	(to be billed at .45**%** of the Contract Amount)
Performance and Payment Bond (CM)	(to be billed at .72**%** of the Contract Amount)
Builder's Risk Insurance	(to be billed at Invoice Amount)
Preconstruction Costs	(to be billed per 6.3.1.11)

6.4 Costs Not to Be Reimbursed

6.4.1 The Cost of Work shall not include:

6.4.1.1 Salaries and other compensation of the CM's personnel stationed at the CM's principal office or offices other than the JOBSITE office;

6.4.1.2 Expenses of the CM's principal office and offices other than the JOBSITE office;

6.4.1.3 Off-site overhead and general expenses;

6.4.1.4 The CM's capital expenses, including interest on the CM's capital employed for the Work; and

6.4.1.5 Special items outlined in **Exhibit F**.

ARTICLE 7
UNFORESEEN CONDITIONS FUND

7.1 The unforeseen condition fund within the GMP shall be 3-5% of the construction cost and shall be used at the discretion of the Owner. Notwithstanding anything to the contrary herein, the fund will be spent only for changes due to unforeseen conditions, Owner requests, alternatives, items initially value engineered that may be able to be added back to the scope of Project and other legitimate costs

of the Project. The CM shall maintain a current listing of the unforeseen conditions transactions and it shall be available to the Construction Team at all times. To the extent the amount of Unforeseen Conditions Fund is insufficient to cover the costs of the additional work attributable to the Unforeseen Condition, the Owner may issue a Change Order or Amendment under Article 8 herein to cover any excess costs. Unspent unforeseen condition funds shall be returned to Owner if not used on the Project.

7.2 If a dispute arises in connection with CM's claim of unforeseen conditions, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

ARTICLE 8
CHANGES IN THE PROJECT

8.1 Change Orders and Amendments

8.1.1 The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions. All changes in the Project, which are not authorized expenses under the Unforeseen Conditions Fund under Article 7 herein shall be authorized by Change Order or Amendment and signed by the Owner before the change is implemented. The GMP and the construction completion date will be adjusted only in accordance with an approved Change Order or Amendment. Except in an emergency endangering life or property, no additions, deletions or other revisions shall be made except upon written order of Owner as described herein, and Owner shall not be liable to CM for any increased compensation or adjustment to the completion date without such written order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. All Change Orders and Amendments shall be approved by the Owner. CM agrees to provide, and shall require all Subcontractors to provide, accurate and sufficient cost data to enable Owner to evaluate the appropriate value of all labor, materials and equipment associated with the Change Order including labor by hours and rate, materials, supplies, taxes and insurance and any other reasonable documentation requested by the Owner.

8.1.2 A Change Order or Amendment is a written order to the CM signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, CM's fee, or the construction completion date. Each adjustment in the GMP resulting from a Change Order or Amendment shall clearly identify the amount attributable to the addition, deletion or other revision.

8.1.3 In the event a requested change is approved by Owner that results in either an increase or decrease to the Contract Amount, a Change Order or Amendment shall be issued, which increases or decreases the GMP by the full amount of CM's actual direct and indirect costs including overhead and profit and general conditions that are to be paid to CM and Subcontractors or sub-subcontractors. Such Change Order or Amendment shall be supported by full documentation of all costs in an itemized cost estimate including labor by hours and rate, materials, supplies, taxes and insurance, and any other documentation required to allow Owner to properly evaluate the cost estimate. The costs of such Change Order or Amendment shall be determined in accordance with Section 5.3.4.9 above as it relates to mark-ups for Subcontractors and sub-subcontractors and/or in one or more of the following ways:

8.1.3.1 By mutual acceptance of a lump sum properly itemized and supported by

sufficient data to permit evaluation by the A/E and Project Director;

8.1.3.2 By unit prices stated in the agreement or subsequently agreed upon;

8.1.3.3 By costs defined in Article 6 and a mutually acceptable fixed or percentage fee; and/or

8.1.3.4 By the method in Article 8.2.

8.2 If the above methods in 8.1.3.1 through 8.1.3.3 are not agreed upon, the CM, provided it receives a written order signed by the Owner, shall promptly proceed with the work involved. Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the work attributed to the change. In the event a Change Order or Amendment is issued under these conditions, the A/E will establish an estimated cost of the work and the CM shall not perform any work whose cost exceeds that estimate without prior written approval of the Owner.

8.3 Claims for Additional Cost or Time

8.3.1 All claims for additional cost or time shall be made by a request for Change Order or Amendment within fourteen (14) days of the date, or within a time period otherwise agreed to by Owner in writing, the CM knew or reasonably should have known of the circumstance that may, in CM's opinion, be a change to the Project that justifies a Change Order or Amendment. Only delays that are determined to extend the critical path in the Construction Schedule will result in a time extension.

8.4 Minor Changes

8.4.1 The A/E will have authority to order minor changes in the Project not involving an adjustment to the GMP or any extension of the construction completion date and consistent with the intent of the Construction Documents. Such changes shall be effectuated by written approval of the Owner and CM. Documentation of the changes shall be determined by the Construction Team.

ARTICLE 9
DISCOUNTS AND PENALTIES

9.1 All discounts for prompt payment shall accrue to the Owner to the extent the cost of the Project is paid directly by the Owner or from a fund made available by the Owner to the CM. To the extent permitted by applicable law, all trade discounts, rebates and refunds including, but not limited to insurance premiums, and all returns from sale of surplus material and equipment shall belong to the Owner regardless of when issued and shall be credited to the cost of the Project. To the extent that any discounts, rebates and refunds occur or accrue subsequent to Final Completion of the Project, such funds shall be paid to Owner within fifteen (15) days of receipt by CM. All penalties incurred due to the fault of the CM for late payment of the cost of the Project, except, late payments by Owner, will be paid by the CM.

9.2 Savings will be computed as of the date of Final Completion and shall consist of the difference between (1) the GMP (as it may be adjusted in accordance with the terms of the Contract Documents) and (2) the total aggregate sum of the Cost of Work plus the CM Fee paid by Owner and shall accrue to the sole benefit of Owner. A deductive Change Order or Amendment shall be issued reducing the GMP by the amount of such savings. For the avoidance of doubt, any savings obtained may not be

moved to the Unforeseen Conditions Fund or be used to offset cost overruns in other items within the GMP without prior written consent of the Owner.

ARTICLE 10
CONTRACT TIME, TIME EXTENSIONS AND LIQUIDATED DAMAGES

10.1 Contract Time and Extensions

10.1.1 CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and materialmen, as well as coordinating its work with all work of others at the Project site, so that its work or the work of others shall not be delayed or impaired by any act or omission by CM or anyone for whom CM is responsible or liable.

10.1.2 Should CM actually be obstructed or delayed in the critical path of the prosecution of, or completion of, the Work as a result of unforeseeable causes: (a) beyond the control of CM, (b) not due to CM's fault or neglect, and (c) which could not be avoided by the exercise of reasonable diligence, including: (i) acts of God or of the public enemy, (ii) acts of government, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine regulation, (vii) strikes, (viii) lockouts, or (ix) weather conditions abnormal for the period of time (as defined below) which exceed the aggregate number of days allotted for adverse weather conditions in CM's schedule approved by Owner, CM shall notify Owner and A/E in writing within five (5) days after the commencement of such delay, unless otherwise agreed to between the parties in writing, which time period shall control over any conflicting time periods specified elsewhere herein, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension therefor. "Abnormal for the period of time" for purposes of this Section means rain or bad weather (e.g. named tropical storms or hurricanes), only when such rain or bad weather is in excess of the ten (10) year average for that specific period of time (from its commencement to its conclusion, as compared with the historical data for that same period) as published by the National Oceanic and Atmospheric Administration for the area where the Project is located.

10.1.3 CM's Construction Schedule shall allow the number of days it deems necessary for rain and bad weather when CM prepares its schedule and not every day of adverse weather conditions abnormal for the period of time shall be grounds for an extension of time. CM and Owner acknowledge that any Project site rain gauge measurements will not be relied upon for determining rain fall amounts. CM shall use commercially reasonable efforts to mitigate the effects of any delays described in this Section so as to minimize any effect on the schedule for completion of the Work.

10.1.4 No Damages for Delay – CM's exclusive remedy for delay in the performance of the Work required by the Agreement caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner or A/E and claims based on breach of the Agreement or negligence, shall be an extension of Contract Time. CM expressly acknowledges and agrees that it is not entitled to receive damages for delay. However, if final completion of the Work is materially delayed through no fault of the CM and CM suffers direct costs from such delay, CM may submit a proposed Change Order or Amendment to Owner for consideration.

10.2 Liquidated Damages

10.2.1 It is hereby understood and mutually agreed, by and between CM and Owner, that the Contract Time for completion of the Work indicated in the Contract Documents is a reasonable time period in which to complete the Work and achieve Substantial and Final Completion for the Project.

10.2.2 Time is of the essence in this Agreement. Owner and CM recognize that Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and enhance the delivery of valuable education to the public, in Manatee County, Florida.

10.2.3 It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from CM, if CM fails to achieve Substantial Completion of the Work within the required Contract Time. Should CM fail to achieve Substantial Completion of the work within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to assess as liquidated damages, but not as a penalty, against CM and/or its Surety, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing each calendar day until the actual date of Substantial Completion is achieved.

Contract Amount			**Liquidated Damages Per Calendar Day**
$1,000	to	$20,000	$100
20,001	to	75,000	200
75,001	to	150,000	500
150,001	to	350,000	750
350,001	to	750,000	800
750,001	to	1,000,000	1,000
1,000,001	to	2,000,000	1,200
2,000,001	to	3,000,000	1,500
3,000,001	to	4,000,000	1,600
4,000,001	to	5,000,000	1,700
5,000,001	to	6,000,000	1,800
6,000,001	to	7,000,000	1,900
7,000,001	to	8,000,000	2,000
8,000,001	to	9,000,000	2,100
9,000,001	to	10,000,000	2,200
10,000,001	to	11,000,000	2,300
11,000,001	to	12,000,000	2,400
12,000,001	and over		2,500

10.2.4 The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the CM and the Owner because of the impracticality and difficulty of ascertaining actual damages the Owner will sustain. It is agreed that the liquidated damages amount per calendar day is adequate to cover damages, which the Owner will sustain by reason of inconvenience, loss of use, loss of monies, and additional costs of contract administration by the A/E and Owner.

10.2.5 Permitting the CM to continue to finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner of any rights under the Agreement.

10.2.6 Owner may deduct liquidated damages prescribed in this section from any unpaid amounts then or thereafter due CM under the Agreement and any liquidated damages not so deducted shall be payable to Owner by CM upon demand by Owner plus interest from the date of demand at the maximum legal rate of interest until paid.

10.2.7 It is further mutually understood and agreed that Owner's assessment of liquidated damages for delays is intended to compensate Owner solely for CM's failure to substantially complete the Work in the Contract Time and shall not release CM from liability from any other breach of Agreement requirements.

10.2.8 If the liquidated damages set forth herein are deemed unenforceable for any reason, Owner instead shall be entitled to recover those actual delay damages that it sustained as a result of CM's failure to achieve Substantial Completion of the Work.

10.2.9 Liquidated Damages shall be assigned to the CM if punch list items have not been completed within ninety (90) days after Substantial Completion. The value of punch list items shall be determined by the A/E and multiplied by two (2). This value shall be withheld until the item has been completed. In addition, the Owner may obtain the services of others to complete unfinished punch list items after ninety (90) days have expired. Costs for this work shall be deducted from the CM's final payment. Liquidated Damages for punch list items shall commence on the ninety-first (91st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the A/E. The CM, and its Surety, shall pay to the Owner any sums hereinafter stipulated as fixed, agreed, and liquidated damages for each calendar day of delay until the punch list items are complete.

200% of Estimated Cost To Complete Punchlist			**Liquidated Damages Per Day**
$1,000	to	$25,000	$100
25,001	to	50,000	125
50,001	to	100,000	150
100,001	to	250,000	175
250,001	to	500,000	200
500,001	to	1,000,000	250
1,000,001	to	2,000,000	300
2,000,001	to	3,000,000	375
3,000,001	to	4,000,000	500
4,000,001	to	5,000,000	625
5,000,001	to	6,000,000	750
6,000,001	to	7,000,000	875
7,000,001	to	8,000,000	1,000
8,000,001	to	9,000,000	1,125
9,000,001	to	10,000,000	1,250
10,000,001	to	11,000,000	1,375
11,000,001	to	12,000,000	1,500
12,000,001	and over		$12.50 per $100,000

10.2.10 "Days" means consecutive calendar days unless a contrary intent is specifically indicated with regard to any reference to the word "days."

10.2.11 The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

ARTICLE 11
PAYMENTS TO THE CONSTRUCTION MANAGER

11.1 Progress Payments

11.1.1 At the time it submits its GMP Proposal to Owner, CM also shall submit to Owner and A/E, for their review, a GMP Budget Summary, which will become the Schedule of Values and is based upon the GMP Proposal listing the major elements of the Work and the dollar value for each element and, if required by Owner, broken down further into the major elements of the Work to be completed during the various phases of the Work. That revised Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, will be attached to the GMP Amendment and shall be used as the basis for CM's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Amendments and submitted each month to A/E along with a completed and notarized copy of the Construction Manager's Application and Certificate for Payment ("**Application for Payment**") form attached to the Agreement as **Exhibit A**.

11.1.2 Each month, the CM shall complete and submit to the Owner the sworn, notarized CM Application for Payment attached hereto as in **Exhibit A** together with an updated Schedule of Values and cost reports required under Article 2 and **Exhibit E**, which detail all costs spent, costs accumulated, or costs incurred in completing the Work during the previous period, plus the amount of the CM Fee that is due as provided in Article 6. Owner shall pay CM any undisputed amounts of CM's Application for Payment within twenty-five (25) business days of Owner's receipt of same. General Conditions and/or General Requirements shall be paid based on the percentage of Work completed on site, with the exception of CM's initial Application for Payment which may include reimbursement for Bond costs. Owner shall have the right to verify and substantiate any amounts listed within the CM's Application for Payment. Five percent (5%) retainage, or the maximum allowed by applicable law, shall be held on all payments; however, when approved by the Owner, certain suppliers and subcontractors may be paid the entire amount due at the Owner's discretion. At the Owner's discretion, the Owner may pay CM the entire amount due without holding retainage for the CM's General Requirements, the CM's Fee, Insurance and Bond Costs. Owner reserves the right, at its sole discretion, to reduce or release any portion of such retainage prior to final payment; provided, however, nothing in this Section shall preclude or limit Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Any reduction or release of retainage, or portion thereof shall not be a waiver of (i) any of Owner's rights to retainage in connection with other payments to CM, or (ii) any other right or remedy that Owner has under the Contract Documents, at law or in equity. Upon request, CM shall provide Releases and Affidavits and Waivers of Right to Claim Against the Payment Bond, in the form required by the Owner.

11.1.3 In addition to the CM certifications set forth in the Application for Payment form attached as **Exhibit A**, the CM's submission of each Application for Payment to Owner shall also constitute a representation by CM to Owner that: (1) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (2) duly executed waivers and releases have been obtained from all subcontractors and suppliers for work done and materials furnished through the date of payment; and (3) such Application for Payment has not been front-end-loaded either by CM or by any of its subcontractors or suppliers (including placing a value on a line item that is in excess of its cost, increasing unit prices on early completed items while decreasing unit prices on later completed ones, and/or inflating the percentage of completion on line items).

11.1.4 All Applications for Payment to the Owner must be submitted to the Project Director at the address identified herein. Payments to CM shall in no way imply approval or acceptance of CM's work.

11.2 Payments to Subcontractors

11.2.1 The CM shall promptly, within 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of five percent (5%), or the maximum retainage amount allowed by applicable law, based on the CM's evaluation of the subcontractor's acceptable performance. If there should remain items to be completed, the CM and A/E shall list those items required for completion and the CM shall require the retainage of a sum equal to two times the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the CM shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-builts have been submitted and instructions for the Owner's operating and maintenance personnel is complete.

11.2.2 To the extent a subcontractor has not completed the work in accordance with the Construction Documents (or CM disputes the subcontractor's invoice or pay request in good faith) and the CM notifies the party whose payment is disputed, in writing, of the amount in dispute and the actions required to cure the dispute, the CM may withhold the disputed portion of the payment. Should the CM withhold any payment to a subcontractor, the CM shall provide a weekly report to the Owner listing all outstanding payments to subcontractors. Upon request, the CM shall return the disputed payment to the Owner and CM shall provide a credit to the costs of the Project in the CM's next Application for Payment in the amount of any interest earned on any such disputed payment.

11.2.3 Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval by the Owner, CM and A/E.

11.3 Final Payment to CM

11.3.1 Final Payment constituting the unpaid balance of the Cost of the Project and the CM's fee, shall be due and payable after the Owner has accepted occupancy of the Project, provided that the Project be then finally completed, that the CM has verified by its signature that it has completed all items specified on the attached **Exhibit C**, and that this Agreement has been finally performed. However, if there should remain work to be completed, the CM and the A/E shall list those items prior to the CM receiving final payment. The Owner may retain a sum equal to two times the estimated cost of completing any unfinished work and a portion of the CM's retainage, provided that said unfinished items are likewise listed separately. Thereafter, Owner shall pay to the CM, monthly, the amount retained for each incomplete item after each of said items is completed.

11.4 Payment requests shall be processed and paid in accordance with Part VII, Chapter 218, *Florida Statutes*, known as the Florida Prompt Payment Act, and the terms of this Agreement.

11.4.1 The parties shall develop a single list of items (or if the Project relates to construction of more than one building or structure or is multi-phased, a list of items for each building, structure or Project phase) required to render complete, satisfactory, and acceptance of the construction services. The parties shall specify a process for developing the list, including the responsibilities of Owner and CM in developing and reviewing the list and a reasonable time for developing the list:

11.4.1.1 For construction projects having an estimate cost of less than $10 million, the list shall be developed within thirty (30) calendar days after reaching Substantial Completion; or

11.4.1.2 For construction projects having an estimated cost of $10 million or more, the list shall be developed within thirty (30) calendar days, or, if extended by agreement between the parties, up to sixty (60) calendar days after reaching Substantial Completion of the construction services.

11.4.2 The list of items shall be delivered within five (5) days after the list has been developed and reviewed in accordance with the sections listed above.

11.4.3 The Final Completion date shall be at least thirty (30) days after the delivery of the list of items. If the list is not provided to the CM by the agreed upon date for delivery of the list, the Contract Time for Final Completion must be extended by the number of days the Owner exceeded the delivery date. However, damages may not be assessed against the CM for failing to complete the Project within the time required by the Agreement unless the CM failed to complete the Project within the Contract Time as extended within this Section.

11.4.4 The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the CM to complete all of the construction services under the Agreement.

11.4.5 Upon completion of all items on the list, the CM may submit a payment request for all remaining retainage withheld by the Owner. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Agreement, the Owner may continue to withhold up to 150 percent (150%) of the total costs to complete such items.

11.4.6 All items that require correction under the Agreement and that are identified after preparation and delivery of the list remain the obligation of CM as defined within the Agreement.

11.4.7 Warranty items or items not included in the list of items may not affect the final payment of retainage as provided herein or as provided in the Agreement between the CM and subcontractors and suppliers.

11.4.8 Should the Owner fail to comply with its duties to develop the list required herein within the time limitations, the CM may submit a payment request for all remaining retainage withheld by the Owner and payment of any remaining undisputed Contract Amount, less any amount withheld pursuant to the Agreement for incomplete or uncorrected Work, must be paid within twenty (20) business days after receipt of a proper invoice or Application for Payment.

11.4.9 If Owner provides CM within written notice specifying the failure of CM to meet the contract requirements in the development of the list of items to be completed, the Owner is not required to pay or process any Application for Payment for retainage if the CM has, in whole or in part, failed to cooperate with Owner in the development of the list or to perform its duties under the Agreement with regard to the development of the list or if there are items requiring correction that are identified after the preparation and delivery of the list (that will remain the obligation of the CM).

11.5 Payments for Materials and Equipment

11.5.1 Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner on each occasion.

ARTICLE 12
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

12.1 Indemnity

12.1.1 To cover to the fullest extent permitted by law, the CM shall indemnify, and hold harmless the Owner, the A/E, the A/E consultants, and agents and employees of any of them from and against all claims, damages, losses, expenses, penalties, demands, judgments, actions, proceedings, losses or costs, including reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of the Agreement by CM or arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, expense, direct or consequential damages, or economic loss is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions, recklessness, or intentional wrongful misconduct of the CM, a Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Section.

12.1.2 In any and all claims against the Owner, the A/E, the A/E consultants, and agents and employees of any of them by any employee of the CM, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.1.3 CM's indemnification obligations including those specified within this Section, shall be deemed to fully comply with Section 725.06, *Florida Statutes*, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of the Agreement is determined not to be in compliance with Section 725.06, *Florida Statutes*, including any amendments thereto, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that CM's indemnification obligations comply fully with Section 725.06, *Florida Statutes*, including any amendments, in all respects. CM's indemnification obligations in the Agreement are in addition to and not in lieu of any common law indemnification to which any of the indemnified parties are entitled.

12.1.4 The Owner shall cause any other CM who may have a contract with the Owner to perform construction installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the CM and hold them harmless from all claims for bodily injury and property damage (other than property insured under this Agreement) that may arise from the CM's operations. Such provisions shall be in a form satisfactory to the CM.

12.2 CM Insurance

12.2.1 During the term of the Agreement or for such longer period as specified in the Contract Documents or required by applicable law, CM shall provide, pay for, and maintain the types of insurance described herein by an insurance company duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The CM shall not commence any construction Work in connection with this

Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the CM allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The procuring of required policies of insurance shall not be construed to limit CM's liability or to fulfill the indemnification provisions and requirements of the Agreement.

12.2.2 If any insurance provided pursuant to the Agreement expires prior to the completion of the Services required hereunder, renewal Certificates of Insurance and, if requested by Owner, copies of the renewal policies and applicable additional insured endorsements, shall be furnished to Owner fifteen (15) calendar days prior to the date of expiration. CM shall also notify Owner, in a like manner, within two (2) days after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by CM from its insurer, and nothing contained herein shall relieve CM of this requirement to provide notice.

12.2.3 Owner shall retain the right to review, at any time, coverage, form, and amount of insurance. Should at any time CM not maintain the insurance coverages required in the Agreement, Owner may cancel the Agreement and any Amendments issued pursuant to the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge CM for such coverages purchased. If CM fails to reimburse Owner for such costs within thirty (30) calendar days after demand, Owner has the right to offset these costs from any amount due CM under the Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under the Agreement.

12.2.4 Certificates of Insurance

12.2.4.1 CM shall deliver to Owner properly executed Certificate of Insurance forms and required additional insured endorsements in form acceptable to Owner, evidencing the fact that CM has acquired and put in place the insurance coverages and limits required hereunder. These shall be completed and signed by the authorized Florida Resident Agent, and returned to the Department of Construction Services. The Certificate(s) shall be dated and show:

(a) The name of the insured CM, the specific job by name and number, the name of the insurer, the number of the policy, its effective date, and its termination date;

(b) Statement that the Insurer will mail notice to the Owner and a copy to the A/E at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy;

(c) Certificates of Insurance shall be in the form as approved by Insurance Services Office (ISO) and such Certificate shall clearly state all the coverages required within this Agreement; and

(d) The Owner shall be named as additional insured on the CM's commercial general liability, excess or umbrella liability and builder's risk policy or policies.

12.2.5 The acceptance by Owner of any evidence of the insurance coverages and limits required by the Agreement, including any Certificate of Insurance, policy or additional insured endorsement, does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the evidence of insurance comply with the requirements of the Agreement.

12.2.6 All insurance policies required by the Agreement shall include the following provisions and conditions by endorsement to the policies:

12.2.6.1 All insurance policies, other than the Professional Liability policy and the Workers Compensation policy, provided by CM to meet the requirements of the Agreement shall name The School Board of Manatee County, Florida, as that name is defined herein, as an additional insured as to the operations of CM under the Contract Documents. The Owner shall be listed as an additional insured for claims caused in whole or in part by the CM's negligent acts or omissions for which loss occurs during completed operations. The additional insured language shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. The term "**The School Board of Manatee County**" shall include the Manatee County Public Schools, the Manatee County School Board, a body corporate, the School District of Manatee County and all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices thereof and individual members, officers and employees thereof in their official capacity, and/or while acting on behalf of the Manatee County School Board.

12.2.6.2 All insurance coverages of CM shall be primary to any insurance or self-insurance program carried by Owner applicable to the Agreement, and the "Other Insurance" provisions of any policies obtained by CM shall not apply to any insurance or self-insurance program carried by Owner applicable to the Agreement.

12.2.6.3 Insurance requirements itemized in the Agreement and required of CM shall be provided on behalf of all subcontractors to cover their operations performed under the Agreement. CM shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

12.2.7 Worker's Compensation Insurance

12.2.7.1 During the life of this Agreement, the CM shall take out and maintain Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CM shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CM. Such insurance shall comply with the Florida Worker's Compensation Law and include the effects of all discounts, modifiers and rebates. In case any class of employees engaged in hazardous work under this Agreement at the Project site is not protected under the Worker's Compensation statute, the CM shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.

12.2.8 CM's General Liability and Property Damage Insurance

12.2.8.1 During the life of this Agreement, the CM shall take out and maintain Comprehensive General Liability Insurance as shall protect the CM from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by CM or by anyone directly or indirectly employed by CM.

12.2.8.2 The general liability insurance shall be written on an "occurrence" basis, shall be maintained by CM and shall provide coverage for claims including (1) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (2) personal injury and advertising injury; (3) damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property; (4) bodily injury or property damage

arising out of completed operations; and (5) CM's indemnity obligations under the Agreement.

12.2.8.3 The general liability insurance shall provide "XCU" (explosion, collapse, underground damage) coverage for those classifications in which they are excluded, Broad Form Property Damage Coverage, Products and Completed Operations Coverages, and Contractual Liability Coverage designed to protect the CM for contractual liabilities assumed by the CM in the performance of this Agreement to the extent covered by a standard Insurance Standards Office (ISO) General Liability policy. Completed Operations coverage must be maintained by CM for not less than five (5) years following completion and acceptance by Owner of the Work performed by CM.

12.2.8.4 The general liability insurance shall not contain an exclusion or restriction of coverage for claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured and there would otherwise be no coverage for the claim; claims for property damage to the CM's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arise was performed by a subcontractor; and claims related to roofing if the Work involves roofing. Coverage shall not eliminate the subcontractor exception to "damage to your work" exclusion.

12.2.8.5 The amount of such general liability insurance shall be minimum limits as follows:

CM Comprehensive General Liability Coverage, Bodily Injury and Property Damage	$1,000,000 each Occurrence Combined Single Limit

Insurance clauses for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

12.2.9 Automobile Liability Insurance

12.2.9.1 During the life of this Agreement, the CM shall take out and maintain automobile liability insurance as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

Automobile Liability Coverages, Bodily Injury and Property Damage	$100,000 Each Occurrence Combined Single Limit

12.2.10 Subcontractor's General Liability and Property Damage Insurance

12.2.10.1 During the life of the subcontracts, the CM shall require each of its subcontractors to procure and maintain insurance of the type specified above or insure the activities of its subcontractors in the CM's policies in an amount that is appropriate for the work to be performed.

12.2.11 Owner's and Construction Manager's Protective Liability Insurance

12.2.11.1 The CM shall procure and furnish, as a cost of the Project, an Owner's and CM's Protective Liability Insurance Policy with the following minimum limits:

Bodily Injury Liability and Property Damage Liability	$1,000,000 each Occurrence Combined Single Limit

12.2.12 Umbrella Liability Insurance or Excess Liability Insurance

12.2.12.1 During the life of this Agreement, the CM shall take out and maintain umbrella liability or excess liability insurance. Coverage shall be excess of the Employers Liability, Commercial General Liability and Automobile Liability coverages required herein. The amount of such umbrella liability or excess liability insurance shall be minimum limits as follows:

Excess Liability, Umbrella Form	$3,000,000 each Occurrence Combined Single Limit

12.2.13 Builder's Risk Coverage

12.2.13.1 During the life of this Agreement, the CM shall take out and maintain a "Builder's Risk Policy" completed value form as a cost of the Project, issued to provide coverages on an "all risk" basis including theft and stored materials. This coverage shall not be lapsed or cancelled because of partial occupancy by the Owner prior to Substantial Completion of the Project. The policy shall have a deductible in an amount acceptable to the Owner and that meets the industry standards and any losses not covered by insurance shall be paid by the Owner out of unforeseen conditions and the Owner shall be listed as an additional insured. Builder's Risk coverage may be waived by the Owner on existing schools, sites or campuses.

12.3 Waiver of Subrogation

12.3.1 The Owner and the CM waive all rights against each other, for damages caused by perils covered by insurance provided under Article 12 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and CM as trustees. The CM shall require similar waivers from all subcontractors and their subcontractors.

12.3.2 The Owner and CM waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The CM shall require similar waivers from all subcontractors and their sub-subcontractors.

12.3.3 The Owner waives subrogation against the CM on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

12.3.4 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

ARTICLE 13
TERMINATION

13.1 Termination by the CM

13.1.1 If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government other than the Owner, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CM, upon seven (7) days written notice to the Owner, terminate this Agreement and request payment for all work executed, the CM Fee earned to date, and for any proven loss sustained upon

any materials, equipment tools, construction equipment, and machinery, demobilization, restocking and cancellation expenses incurred by the CM associated with early termination of the Work.

13.2 Owner's Right to Perform CM's Obligations and Termination by Owner for Cause

13.2.1 If the CM fails to perform any of its obligations under this Agreement including any obligation it performs with its own forces, the Owner may, after seven (7) days without correction, produce a written notice to the CM allowing fourteen (14) days to cure the problem. If during the 14-day period, the CM fails to perform such obligations and make good such deficiencies, the CM's Fee shall be reduced by the cost required to cure the deficiencies.

13.2.2 If the CM is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls forty-five (45) days or more behind schedule), which has been adopted by the Construction Team, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise materially breaches a provision of the Agreement or the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the CM and its surety, if any, seven (7) days written notice, during which period CM fails to cure the violation, terminate CM's right to proceed under the Agreement in whole or in part and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 16. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed the CM for subcontract work).

13.2.3 If the CM refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, and made or received by the CM in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the CM and its Surety, if any, seven (7) days written notice, during which period CM still fails to allow access, terminate the employment of the CM and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the CM, and may finish the Project by whatever method it may deem expedient. In such case, the CM shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from its obligations assumed under Article 7. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the CM (excluding monies owed to the CM for subcontract work).

13.3 Termination by Owner Without Cause

13.3.1 If the Owner terminates this Agreement without cause, CM's recovery against Owner shall be limited to the unpaid portion of the Contract Amount earned through the date of termination, together with any withheld retainage. The Owner shall also pay the CM fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the CM has previously undertaken or incurred in good faith in connection with said Project. The CM shall, as a condition of receiving the payments referred to in this Article, execute and deliver all such papers and take all such steps including the

legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in him the rights and benefits of the CM under such obligations or commitments. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

13.3.2 After the establishment of the GMP or at the completion of Stage III or any time thereafter, if the final cost estimates or a change in funding makes the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the CM its proportionate CM Fee due in accordance with Article 6 plus any costs incurred pursuant to Articles 7 and 8. CM shall not be entitled to any other or further recovery against Owner, including damages or any anticipated profit on portions of the Work not performed.

ARTICLE 14
ASSIGNMENT, GOVERNING LAW, CLAIMS AND DISPUTE RESOLUTION

14.1 Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties to the Agreement.

14.2 Neither the Owner nor the CM shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

14.3 This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida, without regard to its choice of law provisions.

14.4 Claims and Disputes

14.4.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

14.4.2 Initial notice of Claims by CM shall be made in writing to Owner and A/E within seven (7) calendar days after the first day of the event giving rise to such Claim or else CM shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and A/E within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else CM shall be deemed to have waived the Claim.

14.4.3 CM shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents during the pendency of any Claim.

14.4.4 Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Section 44.102, *Florida Statutes*.

14.5 Litigation

14.5.1 Any litigation between Owner and CM (which term for the purposes of this Section shall include CM's surety), whether arising out of any Claim or arising out of the Agreement or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and CM each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. The exclusive venue of any such litigation between Owner and CM shall lie and be only in the appropriate State courts of the State of Florida's Twelfth Judicial Circuit in and for Manatee County, Florida. CM consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14.5.2 In the event of any Claim or dispute arising out of the Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including reasonable attorneys' fees (including fees for determining the amount of fees due) at all levels, including at trial, on appeal, and in bankruptcy and post-judgment proceedings.

14.6 Waiver of Claims for Consequential Damages

14.6.1 The CM and Owner waive Claims against each other for consequential damages arising out of or relating to this Agreement. The mutual waiver includes: (1) damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the CM for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

ARTICLE 15
FORCE MAJEURE, FIRE OR OTHER CASUALTY

15.1 Force Majeure

15.1.1 Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such Substantial Completion.

15.1.2 The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CM, or to the CM, if with respect to the Owner, specifying its, actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis for Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the

other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

15.2 Casualty: Actions by Owner and CM

15.2.1 During the construction period, if the Project, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CM shall promptly make proof of loss and Owner and CM shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction.

15.2.2 The CM shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CM, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications.

15.2.2.1 Within fifteen (15) days following satisfaction of the express conditions described in subsections (a), (b) and (c) below, CM covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage:

(a) Receipt by the Owner or the Trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(b) Written agreement executed by the CM and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Amount necessitated thereby, including any required amendment to the GMP; and

(c) Final approval by the Owner of the Project plans and specifications for such repair or reconstruction and issuance of any required building permit.

15.3 Approval of Plans and Specifications

15.3.1 The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to be substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinance, codes and regulations. Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CM as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

15.4 Notice of Loss or Damage.

15.4.1 CM shall promptly give Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by CM will increase the GMP or extend the date of Substantial Completion, then expectations of CM as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage, which the CM determines, will not affect the GMP

or date of Substantial Completion will be reported to the Owner and A/E within five (5) days and associated corrective actions will be undertaken without delay.

ARTICLE 16
SPECIAL PROVISIONS

16.1 Prohibition Against Contingent Fees

16.1.1 By signing this Agreement, the CM warrants that it 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 it 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.

16.2 Employment Eligibility Verification ("E-VERIFY")

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

E-Verify Number **1423106**

16.3 Truth-In-Negotiation

16.3.1 If this Agreement involves a lump-sum or cost-plus-a-fixed-fee over the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, by signing this Agreement, the CM certifies in accordance with Section 287.055, Florida Statutes, that the wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. Owner and CM further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Owner determines 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 (1) year following the end of the Agreement.

16.4 Compliance with Jessica Lundsford Act

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

16.5 Sovereign Immunity

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

16.6 Compliance with the Public Records Act

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

16.6.1.1 Keep and maintain public records required by Owner to perform pursuant to the Agreement.

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

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

16.6.1.4 Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the CM, as the term "public records" is defined within Chapter 119, *Florida Statutes*, or keep and maintain public records required by the Owner to perform the service. If the CM transfers all public records to the Owner upon completion of the Agreement, CM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CM keeps and maintains public records upon completion of the Agreement, the CM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

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

16.7 Public Entity Crime Information Statement

16.7.1 By its execution of this Agreement, CM acknowledges that it has been informed by Owner of the terms of Section 287.133(2)(a), *Florida Statutes*, which reads as follows:

16.7.1.1 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CM, 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 Section 287.017, *Florida Statutes*, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Any contract in violation of this section shall be voidable by the Owner.

16.8 Compliance with Laws

16.8.1 CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including those dealing with safety (including the Trench Safety Act, Chapter 553, *Florida Statutes*). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and A/E in writing.

16.9 Certification Regarding Scrutinized Activities

16.9.1 Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by A/E that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. A/E further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. A/E acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. A/E further understands that this Agreement with Owner for goods or services of any amount may be terminated at Owner's option if A/E (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

16.10 No Waiver

16.10.1 The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such

provision or provisions or of its right thereafter to enforce each and every such provision. The failure of Owner to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. Waiver by Owner of a breach of any provision of the Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Agreement. No approval, consent or waiver by Owner shall be effective unless it is in writing and then only to the extent specifically stated.

16.11 Severability

16.11.1 Should any provision of the Agreement be determined to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

16.12 Notices

16.12.1 All notices, consents, or approvals required or permitted to be given under the terms of the Agreement shall be in writing and shall be sent by: (1) FedEx or other nationally recognized overnight air courier service, postage prepaid, for next business day delivery, and (2) by email correspondence to the respective parties set forth below in this section, as applicable. Notice given in accordance with this Section shall be effective on the first business day after having been delivered to a nationally recognized overnight air courier service, such as FedEx, for "next business day" delivery in each case addressed to the respective party at the address for notice specified in this Section below.

16.12.2 Notices, consents or approvals required or permitted to be given to Owner shall be delivered to Owner at:

Project Director
Department of Construction Services
1 Matzke Way
Bradenton, FL 34208
Attention: Michelle Begue
Email: beguem@manateeschools.net

16.12.3 Notices, consents or approvals required or permitted to be given to CM shall be delivered to CM at:

Jerry Siminski, Chief Construction Officer
Creative Contractors, Inc.
101 Creative Way
Clearwater, FL 33759
Attention: Jerry Siminski
Email: jsiminski@creativecontractors.com

16.12.4 Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONSTRUCTION MANAGER:

By: _____ By: _____
(Corporate Secretary Signature) (Corporate President Signature)

_____ Jerry Siminski
Chief Construction Officer

As Witnessed:

_____ Creative Contractors, Inc.
(Type Name of Corporation)

(Corporate Seal)

DATE: _____

*** Signatures Continue on Next Page ***

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form:

_____ Project Director

_____ Director

Joseph A. Ranaldi
Joseph A. Ranaldi (Nov 19, 2024 15:21 EST)
_____ Deputy Superintendent

Approved As to Form and Legality:

_____ General Counsel

_____ Superintendent of Schools

_____ School Board Chairman

_____ Witness

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director: _____ Date: _____

By DCS Director: _____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Van Mitchell	Regional Manager	50%
Jessica Katzaman	Project Manager	100%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Michelle Begue
SBMC Project Assistant	Patricia Ledezma
Architect	Williamson Design Associates
Consulting Engineers	N/A
Structural Engineer	Williamson Design Associates
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Creative Contractors, Inc.
SBMC Instructional Member	Shannon Fleming
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

Manatee High School Repairs due to Hurricane Milton. Roof demolition and repairs at Building 15 and restoration to adjacent track and field.

Creative Contractors, Inc.
Manatee High School Hurricane Milton Repairs
- Hurricane Milton Repairs -
11/15/24

Clarifications & Assumptions

Section 01 – Scope Inclusions/Exclusions

1-1. Scope INCLUDES only clean up and repairs required from damage caused by Hurricane Milton.

a. Cleanup and haul off of storm debris from Bldg 15 roof and Bldg 9 block wall
b. Bldg 9: Installation of vinyl coated chain link fence with slats
c. Bldg 10: Repair of fascia
d. Bldg 15: Temporary Dry-In for gym roof and patching of low roof areas
e. Bldg 15: Demolition including electrical safe off, plywood to protect the floor from debris impact, and removal of old high roof.
f. Bldg 15:Installation of new roofing system over the gym, including metal decking, perimeter angle, joist repair, polyiso roof insulation, FiberTite membrane and gutters (based on assumed design)
g. Bldg 15: Painting of interior and exterior walls of gymnasium, including bonding primer
h. Sod replacement of south athletic field and track area east of Bldg 15. This includes removal of existing sod, grading and installation of new certified Celebration sod.
i. Repairs to east field scoreboard structure and sign frame
j. Allowances for:
    i. Bldg 9 Repairs to column
    ii. Bldg 15 Roof demolition
    iii. Bldg 15 Steel repairs, metal decking and new roof system
    iv. Bldg 15 MEPS repairs from potential damage caused by roof demolition
    v. Bldg 15 Painting walls
    vi. East Field: repair of scoreboard
    vii. South Field Sod Repair: Assuming 2.75 acres

1-2. These items are EXCLUDED:

a. Environmental testing – by SDMC
b. Abatement and/or Remediation
c. Plans, Permitting and Fees
d. Painting interior of low roof buildings
e. Caulking or sealing between new roof and walls at Bldg 15 – unsure what to price
f. Any/all mechanical, electrical, plumbing, sprinkler or low voltage work unless otherwise noted.
g. Painting of doors, frames, bleachers, ceiling, roof structure and overhead MEP
h. Lightning protection
i. Flagpole repair
j. Site fence repairs
k. Work on Low Roof areas of Bldg 15
l. Cleanup and Temp Fencing (these are included on a different pricing proposal)
m. Track repairs (by SDMC)
n. Painting of scoreboard
o. Irrigation work or temporary watering system for new sod

Creative Contractors, Inc.
Manatee High School Hurricane Milton Repairs
- Hurricane Milton Repairs -
11/15/24

Section 02 – Assumptions

2-1. Schedule, labor and materials assumes roof demolition will happen all at one time, to be followed by installation of decking. Daily dry-in during roof demolition is not included.
2-2. All efforts will be made to divert water off the gym roof, however, temporary dry-in tarps are not watertight and leaks may occur inside the gym. Floor protection from water is not included.
2-3. Scoreboard parts can be repaired/reused, electronics are in working order.
2-4. Bldg 15 roof has not been designed. Pricing based on one possible design option.
2-5. Bldg 15 painting scope has yet to be defined.
2-6. Schedule: 4 months for construction, procurement time is unknown due to undefined materials.
2-7. Direct Owner Purchase not included
2-8. 5% Unforeseen Conditions Contingency, 3% Design Evolution, 4.5% CM Fee

CREATIVE CONTRACTORS, INC.
MANATEE HIGH SCHOOL HURRICANE MILTON REPAIRS
November 15, 2024
- Hurricane Milton Repairs -

	DESCRIPTION			COST
CONSTRUCTION COST SUMMARY				
1	Cleanup		$	34,350
1	Building 9 Chain Link		$	3,467
2	Building 10 Roof Flashing		$	1,499
3	Temporary Dry-In		$	87,120
4	Building 15 Demo and ReRoof (Based on Assumed Design)		$	625,015
5	Resod South Field		$	186,185
6	Building Scoreboard		$	37,850
7	Projected Sales Tax Savings		$	-
8	Design Evolution/Contingency /Permit Comments	3.00%	$	28,234
	SUBTOTAL CONSTRUCTION COST OF THE WORK		**$**	**1,003,720**
GENERAL COSTS				
	Subcontractor Default Insurance (SDI)	1.25%	$	12,546
	General Conditions		$	99,838
	General Requirements		$	45,154
	Builders Risk Insurance			By Owner
	Liability Insurance .45%	0.45%	$	5,226
	Unforeseen Conditions Contingency	5.00%	$	58,324
	Construction Management Fee	4.50%	$	55,116
	Payment & Performance Bond	0.72%	$	9,215
	Preconstruction Fee	0.00%	$	-
	SUBTOTAL GENERAL COSTS		**$**	**285,420**

TOTA BUDGET COST **$ 1,289,140**

AGENDA ITEM NO. 11.19

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Parrish Community High School - Change Order 4 - Agreement Between Owner and Williams Company Tampa, Decrease in the Amount of $239,939.39 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 4 to the Agreement between Owner and Williams Company Tampa, which will reduce the Guaranteed Maximum Price by $239,939.39 for materials purchased under the Direct Materials Purchase Program and reflect a $14,496.36 in sales tax savings.

Parrish Community High School - Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of Parrish Community High School - Change Order 4 - Agreement between Owner and Williams Company Tampa, decrease in the amount of $239,939.39 (Capital Funds)

Financial Impact
The amount of Change Order 4 is a decrease of $239,939.39. The revised Guaranteed Maximum Price is $9,161,518.37 and is included in the total project budget of $15,000,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
PCHS Classroom Addition Project Summary
PCHS Clsrm Add Change Order 004 Agenda 2024-999 BOARD ITEM 12.10.2024

PARRISH COMMUNITY HIGH SCHOOL - CLASSROOM ADDITION & BDA

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc.
CONSTRUCTION MANAGER: Williams Company Tampa — Selected through the Request for Qualifications process
BUILDING OFFICIAL: Bureau Veritas North America, Inc. — Currently on the District's Continuing Contracts

PROJECT BUDGET: $15,000,000.00 (05/23/23) Revised Project Budget (5 Yr Capital Plan)
$20,000,000.00 (04/26/22) Original Project Budget

SUBSTANTIAL COMPLETION: March 4, 2025 — Amendment 2 GMP (Williams Company Tampa)

HISTORY: A new high school was built in 2019 to serve students in north (and east) county, as the District's current high school utilization is at 106% of capacity. The site for the new school consists of 98 acres in the central part of the North county, located on Erie Road.

SCOPE: The existing campus was constructed in 2019 with a student capacity of 2,150; but was master planned and the core was constructed for a capacity of 2,500 students. Due to enrollment growth, the scope of work for the one-story classroom building addition provides for 16 additional classrooms to accommodate 400 students. Included are associated restrooms, storage areas, corridors, walkways, and mechanical and electrical systems required for a functioning facility for grades nine through twelve. The addition will be a modified reuse of the plans for Building 6, which was constructed in 2019.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 780,600.00	April 26, 2022	Approved	Architectural / Engineering Services
Amendment 1:	$ 60,900.00	December 12, 2023	Approved	Add'l Architectural/Engineering Services-Site Plan Modification Application
Amendment 2:	$ 21,810.00	February 13, 2024	Approved	Add'l Architectural/Engineering Services-Engineering Lab Modifications
TOTAL	$ 863,310.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 45,475.00	April 11, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 1,595,830.00	October 24, 2023	Approved	Add'l Pre-Con Services - Early Procurement Materials
Amendment 2:	$ 8,951,433.32	February 13, 2024	Approved	Guaranteed Maximum Price
Change Order 1:	$ (517,346.70)	May 14, 2024	Approved	Change Order 1
Change Order 2:	$ (456,564.10)	July 23, 2024	Approved	Change Order 2
Change Order 3:	$ (217,369.76)	August 27, 2024	Approved	Change Order 3
Change Order 4:	$ (239,939.39)	December 10, 2024	Pending	Change Order 4
TOTAL	$ 9,161,518.37			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 104,200.00	May 23, 2023	Approved	Plans Review, Permitting, Inspections & Fire Marshal Services
Amendment 1:	$ 6,100.00	December 10, 2024	Pending	Plans Review, Permitting, Inspections & Fire Marshal Services for Public Safety - Bi-Directional Amplifier (BDA) Bureau Veritas
TOTAL	$ 110,300.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 8,600.00	April 26, 2023	N/A	Geotechnical Engineering Evaluation - Ardaman
Agreement:	$ 15,000.00	August 16, 2023	N/A	Construction Documentation - Multivista
Agreement:	$ 16,500.00	October 24, 2023	N/A	MEP Commissioning Services - SGM Engineers
Agreement:	$ 302,875.00	July 23, 2024	Approved	Public Safety - Bi-Directional Amplifier (BDA) - Motorola
Agreement:	$ 15,964.00	October 21, 2024	N/A	Public Safety - Bi-Directional Amplifier (BDA) Motorola J-Boxes & Install
Agreement:				
TOTAL	$ 358,939.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Parrish Community HS Classroom Addition
SDMC Project #3951539849

TO: (Contractor): Williams Company Tampa
5201 West Kennedy Blvd.
Suite 535
Tampa, FL. 33609

CHANGE ORDER NUMBER: 004

CHANGE ORDER DATE: *10/24/2024*

ARCHITECT'S PROJECT NO: 3951539849

CONTRACT FOR: Construction Management

CONTRACT DATE: March 28, 2023

You are directed to make the following changes in this Contract:

#	Item	PO#	Vendor	Description	Sub		Amount
1	Direct Purchase PO	00122496	Seaman Corporation	Roofing Material	Sutter Roofing	$	(196,735.39)
2	Direct Purchase PO	00123534	Perfection Architectural Systems Inc	Storefront Materials	Perfection Architectural Systems Inc	$	(43,204.00)
	Total of Summary					$	(239,939.39)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was……..	$	45,475.00
Net Changes by previously authorized Change Orders and/or Amendments……	$	9,355,982.76
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was……	$	9,401,457.76
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (~~increased~~)(decreased)(~~unchanged~~) by this Change Order……	$	(239,939.39)
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be…..	$	9,161,518.37
The Contract time will be (~~increased~~)(~~decreased~~)(unchanged) by……		(0) Days
The date of Substantial Completion as of the date of the Change Order is March 4, 2025		

Schenkel & Shultz, Inc.	Williams Company Tampa	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
330 South Pineapple Avenue	5201 West Kennedy Blvd.	1 Matzke Way
Sarasota, FL. 34236	Tampa, FL. 33609	Bradenton, FL 34208
By: Jason Kruse (Digitally signed by Jason Kruse, DN: CN=JS, E=jkruse@williamsco.com, O=Williams Company, OU=Project Manager, CN=Jason Kruse, Date: 2024.10.24 12:52:15-04'00')	By:	By:
Date: 10/24/2024	Date:	Date:

School District of Manatee County

Submit Invoices To: Department of Construction Services
1 Matzke Way • Bradenton, FL 34208
Email: constructionservices@manateeschools.net

Accounts Payable
Telephone (941) 708-8770
FAX Line (941) 708-8698

Construction Services
Telephone (941) 708-8800
FAX Line (941) 708-8832

Subcontractor - Sutter Roofing

SHIP TO: c/o WILLIAMS COMPANY TAMPA
Parrish Community High School
7505 Fort Hamer Road
Parrish, FL 34219

Vendor Name: Seaman Corporation
Address: 1000 Venture Blvd., Wooster, OH 44691
Telephone: 330-202-5957
Fax:
Contact: Jennifer Beeghley
Fed ID: 34-0736380

DESCRIPTION	UM	UNIT COST	EXTENSION
Roofing Materials	1	Lump Sum	$196,735.39

SUBTOTAL $196,735.39

Tax Savings $11,854.12

Verified By Jason Kruse Digitally signed by Jason Kruse DN: C=US, E=jkruse@williamsco.com, O=Williams Company, OU=Project Manager, CN=Jason Kruse Date: 2024.08.07 15:05:16-04'00'
WILLIAMS COMPANY TAMPA
Date: 08/07/2024

Approved By David Wildes (Aug 12, 2024 13:35 EDT)
SDMC PROJECT DIRECTOR
Date: 08/12/2024

Approved By Reginald Scott (Aug 12, 2024 13:37 EDT)
SDMC DIRECTOR
Date: 08/12/2024

School District of Manatee County

Submit Invoices To: Department of Construction Services
1 Matzke Way • Bradenton, FL 34208
Email: constructionservices@manateeschools.net

Accounts Payable
Telephone (941) 708-8770
FAX Line (941) 708-8698

Construction Services
Telephone (941) 708-8800
FAX Line (941) 708-8832

SHIP TO: c/o PERFECTION ARCHITECTURAL SYSTEMS LLC
Parrish Community High School
7505 Fort Hamer Road
Parrish, FL 34219

Vendor Name: Perfection Architectural Systems LLC
Address: 2310 Mercator Drive, Orlando, FL 32807
Telephone: 407-671-6225
Fax:
Contact: Katie Gregory
Fed ID: 82-4141753

DESCRIPTION	UM	UNIT COST	EXTENSION
Aluminum Canopy	1	Lump Sum	$43,204.00

SUBTOTAL $ 43,204.00

Tax Savings $ 2,642.24

Verified By _____ WILLIAMS COMPANY TAMPA
Date: 8/20/24

Approved By _____ David Wildes (Aug 23, 2024 10:21 EDT)
SDMC PROJECT DIRECTOR
Date: 08/23/2024

Approved By _____ Regina Scott (Aug 23, 2024 12:31 EDT)
SDMC DIRECTOR
Date: 08/23/2024

AGENDA ITEM NO. 11.20

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of MTC Law Academy - Change Order 2 - Agreement Between Owner and A.D. Morgan, Decrease in the Amount of $12,940.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 2 to the Agreement between Owner and A.D. Morgan, which will decrease the Guaranteed Maximum Price by $12,940.00 for materials purchased under the Direct Materials Purchase Program and reflect a $826.40 in sales tax savings. An additional 25 days has also been added at no additional cost to the project due to storm related activities

MTC Law Academy Project Summary 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 MTC Law Academy - Change Order 2 - Agreement between Owner and A.D. Morgan, decrease in the amount of $12,940.00. (Capital Funds)

Financial Impact
The amount of Change Order 2 is a decrease of $12,940.00. The revised Guaranteed Maximum Price is $6,205,810.12 and is included in the total project budget of $7,010,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
MTC Law Academy Project Summary
MTC Law Academy Change Order 2

MANATEE TECHNICAL COLLEGE - MTC LAW ACADEMY - Firing & Driving Range

PROJECT DIRECTOR: Mike Pendley

ARCHITECT/ENGINEER:	Fawley Bryant Architecture	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	A.D. Morgan	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	GFA International	Currently on the District's Continuing Contracts

PROJECT BUDGET:	$7,010,000.00	(2/13/2024) Revised Project Budget
	$4,770,000.00	Revised Project Budget
	$4,000,000.00	(07/27/21) Original Project Budget
SUBSTANTIAL COMPLETION:	11/27/2024	Amendment 3 Final GMP (2/27/2024)
	1/27/2025	Change Order 1 (11/12/24)
	2/21/2025	Change Order 2 (Pending)

HISTORY: Manatee Technical College was originally located on 34th Street West in west Bradenton. All but two (2) of the buildings on the original campus have been demolished. New campuses were constructed on State Road 70 at Caruso Road and on Lakewood Ranch Boulevard north of State Road 70. The legislature approved a grant to partially fund the Florida Law Enforcement Academy. The School Board subsequently entered into a lease agreement with the City of Bradenton. The lease agreement allows the School Board to construct the Firing/Driving Range - Florida Law Enforcement Academy on their property.

SCOPE: The scope of work will include, but is not limited to, outdoor shooting lanes with backstops, small classroom building, regulation driving pad, parking area, and associated sitework and stormwater retention. The shooting range and driving pad will be located off of Taylor Road between SR 64 and SR 70.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 320,000.00	July 27, 2021	Approved	Architectural/Engineering Services
Phase I Plans:	$ -	December 14, 2021	Approved	Schematic Design
Ltr of Commitment:	$ -	December 14, 2021	Approved	AE Letter of Commitment
Amend 1:	$ 24,947.00	August 9, 2022	Approved	Addl svcs - Relocation on the site
TOTAL	$ 344,947.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 12,250.00	July 27, 2021	Approved	Pre-Construction Services
Ltr of Commitment:	$ -	December 14, 2021	Approved	CM Letter of Commitment
Amendment 1:	$ 2,503.02	August 9, 2022	Approved	Addl svcs - Relocation on the site
Amendment 2:	$ 1,981,479.00	December 13, 2022	Approved	Partial GMP
Amendment 3:	$ 4,437,976.98	February 27, 2024	Approved	Guaranteed Maximum Price (GMP)
Change Order 1:	$ (215,458.88)	November 12, 2024	Approved	Change Order 1
Change Order 2:	$ (12,940.00)	December 10, 2024	Pending	Change Order 2
TOTAL	$ 6,205,810.12			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 27,500.00	October 28, 2021	N/A	Plans Review, Permitting & Inspections Svcs
Amend #1:	$ -			
TOTAL	$ 27,500.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	$ 21,000.00	June 24, 2024	N/A	Materials Testing
TOTAL	$ 21,000.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Manatee Technical College
MTC Law Academy - Firing & Driving Range
SDMC# 3951520140

CHANGE ORDER NUMBER: 2

CHANGE ORDER DATE:

TO: (Contractor) The A.D. Morgan Corporation
716 N. Renellie Dr.
Tampa, FL 33609

ARCHITECT'S PROJECT NO: 1 N/A

CONTRACT FOR: General Construction

CONTRACT DATE: June 29, 2022

You are directed to make the following changes in this Contract:

Cost Code	PO #	Sub	Vendor	Materials	DMP Total
	127842	Williams Scotsman	Wilscot Containers	Containers	$ (12,940.00)

Total of Summary	$ (12,940.00)

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	$ 12,250.00
Net Changes by previously authorized Change Orders and/or Amendments	$ 6,206,500.12
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was	$ 6,218,750.12
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (~~increased~~)(decreased)(~~unchanged~~) by this Change Order	$ (12,940.00)
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be	$ 6,205,810.12
The Contract time will be (increased)(~~decreased~~)(~~unchanged~~) by	(25) Days
The date of Substantial Completion as of the date of the Change Order is	2/21/2025

Fawley Bryant Architecture	The A.D. Morgan Corporation	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
James Hugglestone, AIA	John Kalaf, Vice President	1 Matzke Way
5391 Lakewood Ranch Blvd N. Ste 300	716 N. Renellie Dr.	Bradenton, FL 34208
Sarasota, FL 34240	Tampa, FL 33609	
By:	By:	By:
Date:	Date:	Date:

AGENDA ITEM NO. 11.21

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Blackburn Elementary School - Classroom Addition and Renovation - Change Order 2 - Agreement Between Owner and A.D. Morgan, Decrease in the Amount of $1,553,026.39 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 2 to the Agreement between Owner and A.D. Morgan, which will reduce the Guaranteed Maximum Price (GMP) by $1,553,026.39 for materials purchased under the Direct Materials Purchase Program and reflect a $93,581.59 in tax savings.
Blackburn Elementary School Classroom Addition and Renovation 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 Blackburn Elementary School - Classroom Addition and Renovation - Change Order 2 - Agreement between Owner and A.D. Morgan, decrease in the amount of $1,553,026.39. (Capital Funds)

Financial Impact
The amount of Change Order 2 is a decrease of $1,553,026.39. The revised Guaranteed Maximum Price is $31,505,006.43 and is included in the total project budget of $40,787,200.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Blackburn Elementary Addition and Renovation Summary Sheet
Blackburn ES Addition and Renovation CM CO 2

BLACKBURN ELEMENTARY SCHOOL ADDITION AND RENOVATION

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Wannemacher Jensen Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	A.D. Morgan	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Sciences/GFA	Currently on the District's Continuing Contracts List

PROJECT BUDGET:

$	40,787,200.00	(01/30/24) Revised Project Budget
$	32,883,814.00	(06/27/23) Revised Project Budget (5 YR Capital Plan)
$	24,000,000.00	(06/28/22) Original Project Budget

SUBSTANTIAL COMPLETION: 10/15/25

HISTORY: Blackburn Elementary School was originally built in 1970. The site consists of one parcel containing 24 acres, located at 3904 17th Street East, Palmetto, Florida. A 5,000 square foot addition was added in 1976. In 1991, a remodeling and addition project was completed. The total existing satisfactory student station count is 813. In 2005, a new 10 classroom building, 14 parking spaces, upgrades to buildings 2,4, and 6 HVAC systems, upgrading the existing chiller system to accommodate the new building and systems, new stormwater control system, improved campus security, and the resurfacing asphalt parking and driveways throughout. In 2015, the replacement of the existing HVAC system in the kitchen and serving line.

SCOPE: The scope of work will include, but not limited to, replacement of Building 1 and the removal of Building 6; Complete renovations of the existing campus include the renovation of roof, mechanical, and plumbing systems; Building envelope improvements including window, door, and insulation system; enhancement of campus safety/security including fire alarm, site improvements; and on-site traffic queuing.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	December 14, 2021	Approved	Selection Process
Agreement:	$ 100,000.00	June 28, 2022	Approved	Architectural / Engineering Services
Amendment 1:	$ 1,627,211.00	October 25, 2022	Approved	Add'l Architectural / Engineering Services
TOTAL	$ 1,727,211.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	December 14, 2021	Approved	Selection Process
Agreement:	$ 850,000.00	June 28, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 389,556.03	August 8, 2023	Approved	Early Procurement Materials
Amendment 2:	$ 35,164,840.25	January 30, 2024	Approved	Guaranteed Maximum Price
Change Order 1:	$ (3,346,363.46)	June 25, 2024	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (1,553,026.39)	December 10, 2024	Pending	Deduct Direct Materials Purchased
TOTAL	$ 31,505,006.43			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 192,400.00	August 8, 2023	Approved	Plans Rv, Permitting & Inspection Svcs
TOTAL	$ 192,400.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 70,861.50	February 27, 2024	Approved	Mechanical, Electrical and Plumbing Commissioning
TOTAL	$ 70,861.50			

Docusign Envelope ID: CFE8A812-6892-489B-BD9A-A7406151A81A

RECEIVED
By Tina Lundy at 2:33 pm, Nov 07, 2024

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Blackburn Elementary School Addition and Renovation

TO: The A.D. Morgan Corporation
716 N. Renellie Dr.
Tampa, FL 33609

CHANGE ORDER NUMBER: 2

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: 3951531005

CONTRACT FOR: General Construction

CONTRACT DATE: June 29, 2022

You are directed to make the following changes in this Contract:
deduct the value of owner purchase orders written per direct materials purchase program.

09-1000	SDMC1-PO00119454 - Garrard Framing & Drywall - L&W Supply	$	(202,177.22)
11-4000	SDMC1-PO00120246 - Clark Food Service - Clack Food Service	$	(753,632.00)
22-0000	SDMC1-PO00120245 - LT Plumbing - Hydrologic Distribution Company Bldg 4	$	(20,329.11)
22-0000	SDMC1-PO00120811 - LT Plumbing - Hydrologic Distribution Company Bldg 1	$	(71,897.31)
09-3013	SDMC1-PO00125747 - Ansbro Aldrich Flooring/Interface - Material	$	(74,215.69)
09-3013	SDMC1-PO00125743 - Ansbro Aldrich Flooring/Daltile - Material	$	(43,319.45)
26-0000	SDMC1-PO00126011 - Interbay Electric Co Inc - Century Fire Protection	$	(72,442.25)
08-1000	SDMC1-PO00126698 - Suncoast Commercial Door and Hardware - Suncoast Commercial Door and Hardware	$	(315,013.36)

Total of Summary	$	(1,553,026.39)

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.....	$	850,000.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	32,208,032.82
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$	33,058,032.82
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (~~increased~~)**(decreased)**(~~unchanged~~) by this Change Order.....	$	(1,553,026.39)
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be.....	$	31,505,006.43
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.....		October 15, 2025

WJ Architects	The A.D. Morgan Corporation	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
132 Mirror Lake Dr N Unit 301	716 Renellie Drive	1 Matzke Way
St. Petersburg, FL 33701	Tampa, FL 33609	Bradenton, FL 34208
Todd Willsie - Architect	John Kalaf / VP of Operations	
By:	By: DocuSigned by: John Kalaf 53EA810F27C449D...	By:
Date: 11/4/24	Date: 10/28/2024 | 1:05 PM EDT	Date:

AGENDA ITEM NO. 11.22

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the items be disposed.

School Board of Manatee County Policy 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present Cost Center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following: sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver, or abandonment at a public landfill.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends the approval of request to declare surplus and dispose of District tangible personal property greater than $5,000.00 (Possible Incoming Funds to General Fund).

Financial Impact
There is no cost to the General Fund. The remaining net book value of $4,155.10 will be removed from the property records. All revenue generated through auction and/or recycling will be placed in the District's General Fund.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
Surplus List-12-10-24

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
193470	CAMERA EVOLUTION 5200HC MSA	A02439A07	8/29/2007	$ 8,992.10	$ -	OBSOLETE
198465	SWITCH HP PROCURVE 5406ZL	SG740SU0A8	10/15/2007	$ 13,898.03	$ -	OBSOLETE
200264	SOFTWARE DESTINATION READING		1/31/2008	$ 6,500.00	$ -	OBSOLETE
212420	COMPACTOR MARATHON VERT I PACK	2220735	6/24/2009	$ 10,942.00	$ -	OBSOLETE
219432	STEAMER CLEVELAND 24CGM200	1006230000105	7/21/2010	$ 14,281.00	$ -	UNECONOMICAL TO REPAIR, AUCTION
414217	COPIER KONICA-MINOLTA	AC75017701195	8/28/2023	$ 5,168.40	$ 4,155.10	UNECONOMICAL TO REPAIR. DAMAGED IN SSC FLOOD
				$ 59,781.53	$ 4,155.10	

AGENDA ITEM NO. 11.23

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Amendment to Manatee County Sheriffs' Office K-9 Training Facility Lease (No Financial Impact)

Executive Summary
The Manatee County Sheriff's Office (MCSO) leases space at Braden River High School (BRHS) for a K-9 training facility. The current lease is for a five year period and it expires on January 13, 2025. The Manatee County Sheriff's Office has requested to extend the lease for an additional five years. The renewal of this facility lease would allow the MCSO K-9 Unit to continue to utilize a storage building and 1.9± acres on the west side of BRHS (a portion of the property formerly utilized by the University of Florida Agriculture Extension program). This area currently serves no educational purpose. The increased law enforcement presence in the area provides enhanced safety and security for BRHS and Manatee Technical College.

A few important terms and conditions of the original facility lease and this extension include: MCSO will secure the area where training will occur, activities performed will not interfere or disrupt any educational purpose, dogs will be supervised by MCSO staff at all times on site, and dogs will not be housed on site. The lease extension shifts maintenance responsibility from the School District to MCSO and provides for a five (5) year term which can be terminated without damages at any time.

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

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

Recommendation
The Superintendent recommends approval of amendment to Manatee County Sheriffs' Office K-9 training facility lease (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Amendment MCSO K-9 Training Facility Lease

Docusign Envelope ID: EFA42685-4376-4BE2-BED7-2D29C27710A1

AMENDMENT to MANATEE COUNTY SHERIFF'S OFFICE K-9 TRAINING FACILITY LEASE

THIS AMENDMENT, effective as of the date last signed below, is entered into by and between the School Board of Manatee County, with its principal offices at 215 Manatee Ave., W., Bradenton, FL 34205 ("Lessor") and the MANATEE COUNTY SHERIFF'S OFFICE, with offices located at 600 301 Blvd West, Bradenton, Florida 34205 ("Lessee").

WHEREAS, Lessor and Lessee are parties to the MANATEE COUNTY SHERIFF'S OFFICE K-9 TRAINING FACILITY LEASE ("Lease"), five years in term, and executed on January 14, 2020; and

WHEREAS, the Parties desire to extend the Lease term for an additional five years, to January 14, 2030; and

NOW, THEREFORE, the **Lessor** and the **Lessee** mutually agree as follows:

1. Pursuant to paragraph 20 of the Lease, the Term is hereby extended to January 13, 2030.

2. Paragraph 7 of the Lease is amended and replaced in its entirety by the following:

   "7. Maintenance. The Lessee, at its sole expense, will be responsible for maintenance of the Leased Premises, including all structures, grounds, and paved area. This obligation includes maintaining the space in a clean, safe, and good working condition during the term of this Lease. Upon request of Lessee, Lessor will complete any required maintenance to structures within the Leased Premises. Any costs for such maintenance shall be mutually agreed upon in advance of work performed and shall be reimbursed by Lessee within thirty (30) days of invoice by Lessor. If Lessee fails to perform any repair or maintenance for which Lessor determines Lessee to be responsible, Lessor will provide thirty (30) days' notice to Lessee demanding such repair or maintenance be performed. Should Lessee take no action to undertake such repair or maintenance within the notice period, Lessor may perform such work and Lessee shall reimburse Lessor for same within ten (10) days after demand therefor. Notwithstanding the foregoing, Lessor shall be responsible for any repairs to the extent the cause of which is the negligent acts or omissions of Lessor or its agents or assigns."

3. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement on the date last signed below.

SHERIFF OF MANATEE COUNTY, FLORIDA

Signed by:

By: Charles R. Wells

Rick Wells, Sheriff Manatee County

Date: 11/14/2024

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

DocuSigned by:

Eric T. Werbeck, General Counsel

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By:_____
Chairman

_____
Print Name:_____

_____
Print Name:_____

ATTEST:

_____
Jason Wysong, Superintendent

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

Stephen R. Dye (Nov 15, 2024 10:40 EST) 11/15/2024
Stephen R. Dye, Esq.
School Board Attorney

MP 11/14/2024

RG 11/14/2024

KP 11/15/2024

MANATEE COUNTY SHERIIF'S OFFICE
K-9 TRAINING FACILITY LEASE

THIS LEASE, effective as of the date last signed below, is entered into by and between the School Board of Manatee County, with its principal offices at 215 Manatee Ave., W., Bradenton, FL 34205 ("Lessor") and the MANATEE COUNTY SHERIFF'S OFFICE, with offices located at 600 301 Blvd West, Bradenton, Florida 34205 ("Lessee").

W I T N E S S E T H:

Lessor, in consideration of the rents, mutual covenants and promises set forth in this Agreement, the receipt and legal sufficiency of which are hereby acknowledged, does hereby lease to Lessee the following described property in Manatee County, Florida:

The real property and any structures thereon depicted on
***Exhibit A** (attached hereto and incorporated herein)*
located at 6545 SR 70 E. in Bradenton, Florida,
adjacent to the Braden River High School ("Leased Premises").

1. Term. The Term of this lease shall commence on the date last signed below and terminate at the end of five years, unless extended or terminated in accordance with the provisions set forth herein.

2. Rent. The total rent for the term of this Lease shall be $ 10.00, to be paid upon commencement of this Lease. If this Lease is terminated prior to the end of the Term, the rental payment shall be forfeited in its entirety.

3. Use of the Property. The Leased Premises are to be utilized by Lessee for the training of K-9 police dogs and their handlers, and for conducting such other activities as are customarily associated therewith. Lessee will conduct all training in a proper manner, abiding by all applicable laws, ordinances and regulations that may now or hereinafter apply. Activities by Lessee shall not be disruptive to educational programs at Braden River High School or Manatee Technical Institute SR70 Campus. K-9 police dogs shall not be kept on the premises when unattended. Lessee agrees not to permit any third party to utilize the Leased Premises for any improper or unlawful purpose.

4. Utilities. Lessee shall be responsible for costs relating to the provision and use of electricity for the Leased Premises, including the cost of provision and installation of additional electrical service to the Leased Premises, which shall be installed through the use of a licensed electrician.

5. Improvements and Equipment. Lessee may cause to be constructed or installed upon the Leased Premises at no cost or expense to the Lessor such improvements consistent with the purposes of this Lease upon prior written approval from Lessor, which approval shall not be unreasonably withheld. Specifically, Lessor has agreed that Lessee may install a directed light source, which shall be no taller than 30 feet from the ground, and shall be directed away from

Concord - Document ID: OTgxZTIzNDgtMm

Caruso Road. Furthermore, Lessee agrees that Lessee shall, at its own expense, install chain link fencing a minimum of 6 feet high around any portion of the Leased Premises (as depicted on Exhibit A) comprised of vacant land that does not currently contain a fence 6 feet or higher. Lessee may install additional fencing as needed, subject to approval of Lessor, which shall not be unreasonably withheld. All fencing installed by Lessee shall comply with the requirements of the State Requirements for Educational Facilities (SREF). Fencing and equipment placed by Lessee on the Leased Premises during the term of this Lease shall remain the property of Lessee. Upon termination of cancellation of this Lease, Lessee shall leave the land in clean and neat condition, and shall remove all fencing and equipment placed by Lessee on the Leased Premises.

The Lessee shall keep the Leased Premises free and clear from any and all liens of mechanics, laborers or materialman's and all liens of a similar character arising out of or growing out of the improvements, renovations, repairs and maintenance of the Leased Premises by the Lessee. The Lessee shall have no right, authority or power to bind the Lessor, or any interest of the Lessor, in the Leased Premises for the payment of any claim for labor or material or for any charge or expense incurred in the improvement, renovation, repair and maintenance of the Leased Premises, nor to render the Leased Premises liable for any lien or right of lien for any labor, material or any other charge or expense incurred in connection therewith. The Lessee shall not be considered an agent of the Lessor in the improvement, renovation, repair or maintenance of the Leased Premises. The Lessee has inspected the Leased Premises prior to the execution of this Lease and accepts same in its present condition.

6. Approvals and Permits. Lessee shall obtain all necessary building, construction, or electrical permits required, in connection with the foregoing mentioned improvements or renovations at no cost, expense, liability or obligation to the Lessor. All approvals and permits required by any applicable regulatory agency or governmental entity for such improvements or renovations or for the operation and management of the activities by the Lessee upon the Leased Premises consistent with the purposes of this Lease shall be coordinated, applied for and obtained by the Lessee through the Lessor at no cost or expense to the Lessor. Lessor shall cooperate with the Lessee in making applications, processing the applications and obtaining said approvals and permits. The Lessee shall reimburse or pay the Lessor the amount incurred by the Lessor for reasonable fees to any professional consultants for the Lessor for services rendered in connection with said approvals and permits.

7. Maintenance. The Lessee agrees that during the term of this Lease at Lessee's sole cost or expense to be responsible for maintenance of those portions of the Leased Premises comprised of vacant land. Lessor shall be responsible for mowing, maintaining paved areas and any structures on the Leased Premises.

8. Taxes and License Fees. The Lessor shall pay any and all taxes which may be levied or assessed against the Leased Premises.

9. Environmental Protection. The Lessee shall comply with all federal, state, regional and county laws, statutes, ordinances, rules and regulations applicable to the activities of the Lessee on the Leased Premises. The Lessee shall not allow, cause, condone, license, permit or sanction any activities, conduct or operations on the Leased Premises that enable or result in any contaminants,

hazardous materials or substances, pollutants, toxic materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of the Leased Premises contrary to or in violation of any of said laws, statutes, ordinances, rules and regulations.

10. Relationship Between the Parties. The Lessor is not exercising any dominion, control or supervision over the activities and operations of the Lessee upon the Leased Premises, and the only interest of the Lessor has in and to said activities and operations is as the Lessor or Landlord of the Leased Premises pursuant to the provisions of this Lease. The Lessee shall hold the Lessor harmless and indemnify Lessor from any and all liability, claims, damages, causes of action or other obligations arising out of or in connection with the activities and operations of the Lease upon the Leased Premises.

11. Insurance. Prior to use of the Leased Premises, Lessee shall provide proof of insurance naming Lessor as an additional insured meeting the requirements of Section 21 and Exhibit B attached hereto and incorporated herein by reference. Such insurance shall be maintained throughout the Lease Term.

12. Peaceful Possession and Access. Upon commencement of the Lease Term, Lessor shall deliver the Leased Premises to Lessee in a clean and neat condition. The Lessee shall have the right of exclusive peaceful possession of and access to the Leased Premises throughout the term of this Lease and any extensions thereof, except Lessor, it's agents, servants or representatives shall have access to the Leased Premises at all times for shared use of restrooms and storage areas, and upon notice, at reasonable times and hours for the purpose of examination and inspection of the Leased Premises.

13. Acts of Default Defined. Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

(a) Failure to pay the rent herein reserved, or any part thereof, for a period of five (5) days after notice of failure to pay rent.

(b) Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this lease contained on the part of Lessee to be done, observed, kept and performed, for a period of ten (10) days after notice from Lessor.

(c) The abandonment of the Leased Premises by the Lessee, as evidenced by Lessee's failure to occupy the Leased Premises for sixty (60) consecutive days; Lessee filing for bankruptcy; the making by Lessee of a general assignment for the benefit of creditors.

14. Remedies in Event of Default. Should Lessee breach this Lease by default as herein defined, this Lease shall thenceforth, at option of Lessor, be at once terminated by written notice to Lessee and Lessor may re-enter the Leased Premises and possess same, or may recover possession thereof in any manner provided by law. In event of abandonment by Lessee, no notice as herein provided shall be necessary. No re-entry by the Lessor or its representatives shall be deemed an acceptance of the surrender of this Lease or a liquidation or satisfaction to any extent of Lessee's liability to pay rent as herein provided. The right of re-entry and possession herein provided shall extend to Lessor

and Lessor's agents, servants or representatives. In event of termination, Lessee shall remain liable for all loss or damage resulting from such breach violation.

15. Notices. All notices hereunder shall be sent to the following parties:

Lessor:
School Board of Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205
Attn: Superintendent

Copy to:
School Board of Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205
Attn: School Board Attorney

Lessee:
Selective Enforcement Division Captain
MANATEE COUNTY SHERIFF'S OFFICE
600 Highway 301 Blvd. West, Suite 202
Bradenton, FL 34205

Copy to:
General Counsel
MANATEE COUNTY SHERIFF'S OFFICE
600 Highway 301 Blvd. West, Suite 202
Bradenton, FL 34205

Notice is deemed to be given upon receipt when sent by email, certified mail or hand delivery.

16. Termination. Either party may terminate this Lease without cause or further liability to the other, upon written notice, to the other party. Written notice for termination shall be given not less than one-hundred and twenty (120) days prior to the requested termination date. In the event that Lessor terminates the Lease without cause, Lessor shall not be required to refund to Lessee any proportional share of rent.

17. Total agreement. There are no other agreements or conditions, written or oral between the parties.

18. Governing Law. This Lease shall be governed by the laws of the State of Florida. Any dispute arising herein will be resolved by binding arbitration before the American Arbitration Association.

19. Assignment. Lessee shall not sublet or assign its rights under this Lease without written consent of Lessor, which consent shall not be unreasonably withheld.

20. Renewal. This Lease may be renewed upon written agreement of the parties hereto. Lessee shall provide Lessor with written notification of its desire to renew no later than ninety (90) days prior to expiration of the then-current term. Any written agreement by the parties to renew shall set forth the extended rental term and any other changes or modifications to this original Lease, failing which all terms contained herein shall survive the extension.

21. Indemnification. Subject to the limitations in Section 768.28, Florida Statutes, and to the extent permitted by law, and from legally available funds, Lessee and Lessor agree to indemnify, defend and hold harmless each other and their respective officers, agents, and employees from and against any and all liabilities, damages, losses, claims, suits, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, reasonable attorneys' fees and expenses incidental thereto, which may be suffered by or charged to any indemnified party by reason of any loss of or damage to any property, or injury to or death of any person arising out of or by reason of any negligence or intentional act by either party or its agents, contractors, subcontractors, invitees, guests and employees of any covenant or condition of this Lease or by any act or omission of those persons, excepting those damages caused by the gross negligence or willful misconduct of either party. Such indemnification shall be limited to the extent of its insurance coverage provided or required to be provided by the terms of this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in duplicate the day and year first above written.

Signed, sealed and delivered
in the presence of:

LESSOR

The School Board of Manatee County, Florida
a public body corporation

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: Gina Messenger
Gina Messenger, Chair

Date: 1/14/20

General Counsel

ATTEST: Cynthia Saunders
Cynthia Saunders, Superintendent

MP 12-12-19
MT 12-12-19

Approved as to Form:
MT 12/20/19
Mitchell Teitelbaum, Esq.
General Counsel

LESSEE

MANATEE COUNTY SHERIFF'S OFFICE

Eric Werbeck
Witness (1) Signature

By: Charles R. Wells

Eric F. Werbeck
Print Name

Print name: Charles R. Wells

Charla Eberly
Witness (2) Signature

Title: Sheriff of Manatee County

Charla Eberly
Print Name

Date: _____

EXHIBIT A

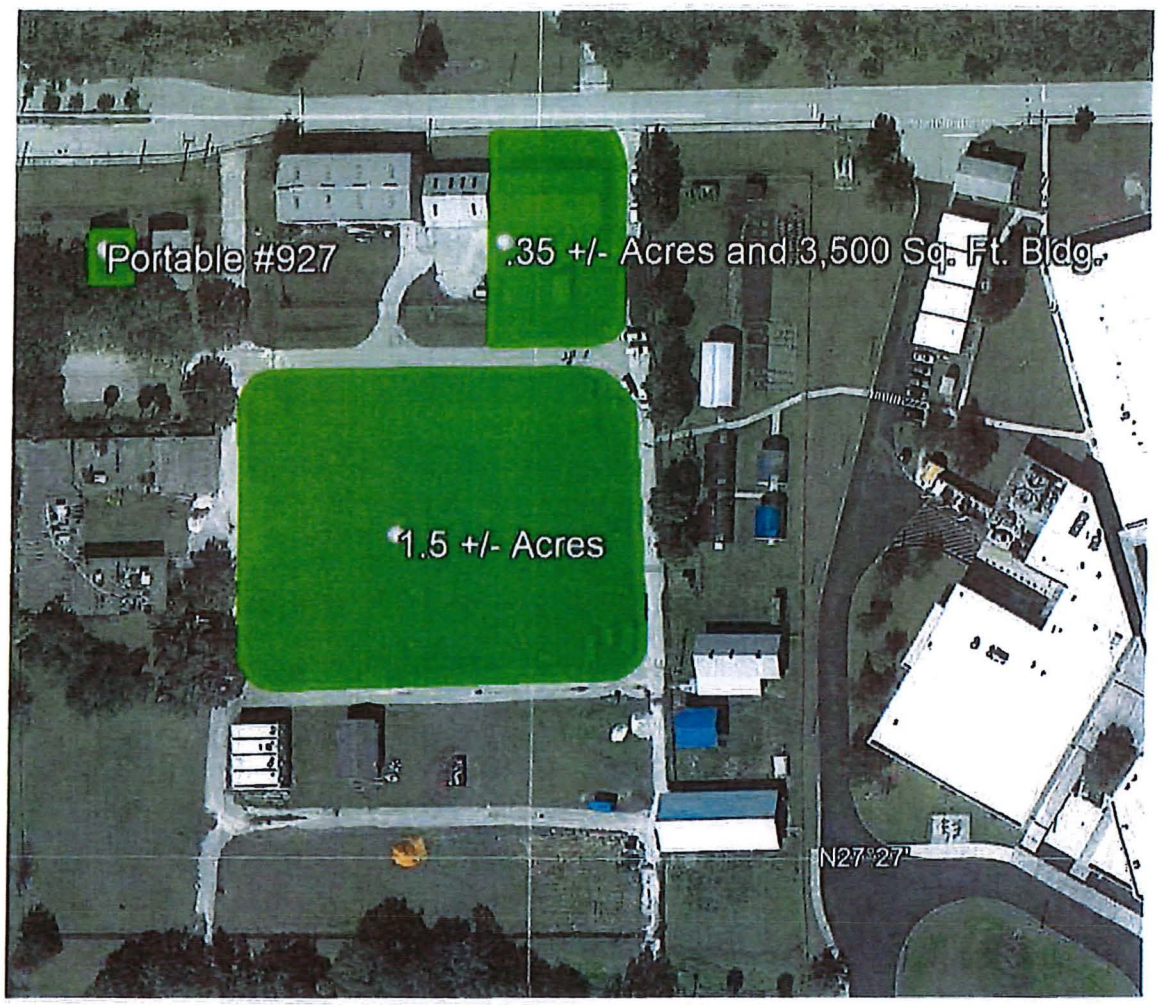

EXHIBIT B
Insurance Requirements

General Liability

Commercial General Liability shall be carried with an Insurance Carrier acceptable to the School Board. Limits of liability carried by Lessee shall be no less than the following:

➢ Premises/Operations Coverage	1,000,000 Each Occurrence
➢ Products/Completed Operations	1,000,000 Each Occurrence
➢ Personal Injury & Advertising Injury	1,000,000 Each Occurrence
➢ General Aggregate	2,000,000 Annually

School Board shall be an additional insured on the General Liability policy. The additional insured endorsement shall include defense of the School Board.

Automobile Liability
A Business Auto Policy shall be carried on any vehicles used on or around the site. The following limit of Liability shall be carried:

➢ Bodily Injury & Property Damage	1,000,000 each accident

School Board shall be an additional insured on Automobile Liability policy.

Workers' Compensation
Lessee and all Contractors shall carry Workers Compensation pursuant to Florida Statute. Employer Liability limits of at least the following are required:

➢ Per Employee	1,000,000
➢ Per Employee	1,000,000 (Disease)
➢ Policy Limit	1,000,000 (Disease)

Excess Liability
In addition to limits for Commercial General Liability, Automobile Liability and Employment Liability, Lessee shall carry the following limits of Excess Liability Coverage

➢ Premises/Operations Coverage	1,000,000 Each Occurrence
➢ Personal Injury	1,000,000 Each Occurrence
➢ General Aggregate	2,000,000 Annually

Other Coverage and Issues
Property: Lessee will be responsible for any property on the site, including tools and equipment. In no event will School Board be responsible for any buildings, whether portable or other, personal contents, materials, equipment, vehicles, or tools or any other property belonging to Lessee or its contractors, vendors or occupants of the site.

AGENDA ITEM NO. 11.24

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of Employee Benefits Related Contracts for the 2025 Plan Year, Estimated at $1,700,000.00 Annually (Health Insurance Fund)

Executive Summary
The Health Insurance Committee is requesting approval on three employee benefit-related contracts.

22-0021-RG: Quantum Health, Inc. Amendment 2-- On August 24, 2021, the School Board approved the use of Quantum Health for care coordination and navigation services for the health plan. The current agreement expires December 31, 2024. Rather than renewing on a year to year basis, the Health Insurance Committee recommends the Second Amendment to the Care Coordination and Navigation Services Agreement which fixes prices for three years. Renewing on an annual basis would have resulted in an increase of 4% for 2025 while signing the amendment locks in pricing for an average increase of 4.7% over three years (2025-3% increase, 2026-5% increase, 2027-6.1% increase).

Historical Expenditures:
Plan Year 2024 YTD: $943,177.15
Plan Year 2023: $1,020,694.90
Plan Year 2022: $1,301,041.00

25-0089-RG: Walrus Health-- The Health Insurance Committee recommends contracting with Walrus Health to help plan members manage their medications more effectively and reduce plan costs. This partnership aims to improve medication use and prevent drug interactions and other harmful events.

The solution fee is $68.00 per active member per month, with a 3% cost of living adjustment added annually on the contract anniversary date. The estimated annual fees for 2025 are $560,000.00.

The contract includes a 2:1 ROI guarantee, meaning Walrus guarantees a return equal to twice the solution fee, minus a 5% administrative allocation, member rewards payments, and commissions/fees paid to channel partners or other third parties, minus the savings achieved during the period.

Since this is a new program, there are no historical expenditures.

25-0090-RG: CuraLinc, LLC-- The Health Insurance Committee recommends non-renewing the contract for services with ComPsych for Employee Assistance Program Services and contracting with CuraLinc LLC to provide these services beginning January 1, 2025 through December 31, 2027 The agreement shall automatically be renewed for successive one (1) year terms, unless either party has notified the other in writing of its intention not to renew at least 90 days prior to the anniversary. The fees are $.93 per covered employee per month or an estimated $66,078.36 annually. This reflects a $.02 per employee per month decrease from ComPsych fees (2.1%).

Historical Expenditures for ComPsych:
Plan Year 2024 YTD: $51,300.00
Plan Year 2023: $55,389.75
Plan Year 2022: $51,300.00

Subsection 6A-1.012(6) of the Florida Administrative Code 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;”

Approval 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):

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

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 employee benefits related contracts for the 2025 plan year, estimated at $1,700,000.00 annually (Health Insurance Fund)

Financial Impact
The cost to implement this agenda item is estimated at $1,700,000.00 annually. The funding source for this estimated expenditure is the Health Professional and Technical Account and is included in the Benefits Department proposed budget for 2025-2026.

Contact
Submitting Departments: Benefits and Purchasing
Initiated by: Rick Bailey

Attachments:
Manatee_Walrus_Agreement_7.16.2024
School_District_of_Manatee_County_FL_-_Amendment__2_-_2025-2027_Renewal_-_QH_signed_08.13.24_v2
CURALINC RIDERX - added 12-6-2024
CuraLinc_Healthcare_-_EAP_Agreement_for_School_District_Of_Manatee_County - Updated 12-6-2024

WALRUS HEALTH SOLUTION
GROUP HEALTH PLAN SERVICES AGREEMENT

This Walrus Health Solution Group Health Plan Services Agreement together with any exhibits and attachments hereto ("Agreement") is entered into as _____ ("Effective Date") between Snoqualmie, Inc. dba Walrus Health, a Delaware corporation ("Walrus Health") and School District of Manatee County ("Client").

A. Client provides and coordinates comprehensive health care services for employer group health plans ("Plans") sponsored by Client.

B. Walrus Health offers the Walrus Health Solution ("Solution") for use by Plans to support individuals covered by such Plans as set forth herein ("Members") in managing their prescription medications ("Medications"). The purpose of the Solution is to help Members manage their Medications more effectively and reduce Plan costs by helping Members make more effective use of their Medications and avoid drug interactions and other harmful Medication-related events.

C. The Solution uses software ("Walrus App") and a website ("Walrus Website") to provide Walrus Services which include the provision of information about Medications to Members and help Members communicate about their Medications with their pharmacists and other health care providers ("Health Care Providers"). The Walrus App is a software application, including any improvements, enhancements or other modifications ("Updates"), which Walrus Health makes available for download through the Apple App Store for Apple-branded devices, and through the Google Play Store for Android devices ("Compatible Devices"). The Walrus Website is a set of online applications and services, including any Updates, which Walrus Health maintains and is available over the internet using a Compatible Device.

Client wishes to make the Solution available to Members of such Plans as set forth herein. Walrus Health wishes to provide the Solution to such Plans. The parties therefore agree:

1. General Fee Terms.

a. Solution Fees. The fees payable for the Solution as of the Effective Date of this Agreement are provided in the Fee Schedule.

b. Fee Payment Due Dates. Fees are payable no later than sixty (60) days from receipt of Walrus Health's invoice.

c. Fee Litigation Costs. In the event of litigation or arbitration with respect to the payment of fees, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs of litigation, including any on appeal or in bankruptcy proceedings.

2. Description of Solution. The Solution is described in Exhibit A, the Services Schedule.

3. Implementation and Administration of Solution.

a. Criteria for Member Eligibility. The Solution is intended for use by members considered at risk under clinical guidelines set by Walrus Health and agreed to by Client.

b. Identification of Eligible Members. Walrus Health shall review and analyze Plan claims data (and as available and appropriate other data sources) to identify Members.

c. Eligible Member Outreach, Opt-In and Opt-Out. Walrus Health shall seek to communicate with and encourage Eligible Members to activate a Solution account ("Opt-In").

This document contains confidential and proprietary information, including trade secrets, and commercial and financial information, any and all of which are protected from disclosure under the Freedom of Information Act (FOIA, pursuant to 5 USC Section 552(b)(4) and 45 CFR Part 5), and any and all state equivalents.

(i) An Eligible Member who has Opted-In shall be considered an Active Member. An Active Member may terminate their account at any time as provided in the End User License Agreement ("EULA") in Exhibit D. An Active Member who terminates their account shall thereafter be considered to have Opted-Out.

(ii) An Eligible Member who has not Opted-In and requests that Walrus Health not communicate to them with respect to the Solution or does not respond to Walrus Health communications for a period of ninety (90) days shall be considered to have Opted-Out.

(iii) Walrus Health shall not knowingly seek to engage any Member who has Opted-Out.

d. Implementation of Solution. The Solution shall be implemented as follows:

(i) Implementation Plan. Walrus Health and Client shall cooperate in establishing a plan for implementation of the Solution ("Implementation Plan"), including criteria for acceptance of the implementation by the Client, which shall not be unreasonably withheld or delayed.

(ii) Acceptance of Solution. Upon acceptance of the implementation of the Solution by the Client as provided in the Implementation Plan, the Client and Walrus Health shall cooperate in ensuring the effective administration of the Solution for the Term of this Agreement. The term ("Go-Live Date") is defined as the date which Walrus intakes data for analysis and outreach to Members.

(iii) Data Provision. Client shall be responsible for the provision of Member information to Walrus Health as required to implement and administer the Solution.

(iv) Plan Administrator and Vendor Cooperation. Client shall be responsible for directing the Plan's internal and/or third party administrator and any other vendors relevant to implementation and/or administration of the Solution to cooperate reasonably with Walrus Health in the implementation and administration of the Solution.

(v) Member Authorizations. Client shall be responsible for ensuring that any Member authorizations required by law for Walrus Health to provide the Solution, to engage with Members, obtain information about Members from plan administrators, health care providers and other third parties, and otherwise perform the services provided for in this Agreement are or have been obtained.

(vi) Disclosures. Client will be responsible for making any notification or disclosure to Members or other parties required by law in connection with the implementation, administration or use of the Solution and any related matters.

4. HIPAA Compliance. The parties acknowledge that Client is a "Covered Entity" as defined and regulated under the HIPAA Administrative Simplification regulations at 45 CFR Parts 160 and 164 ("HIPAA"), and that Walrus health is not a Covered Entity. For the purposes of this Agreement, Walrus Health is a "Business Associate" of Client as defined under HIPAA. For purposes of HIPAA compliance, the parties agree to the "Business Associate Contract" attached hereto as Exhibit C.

5. End User License Agreement. As a condition to use of the Solution, all Members are required to accept electronically during the online registration for use of the Solution the End User License Agreement ("EULA") attached as Exhibit D and the "Notice of Privacy Practices" attached as Exhibit E (in substantially the forms attached hereto).

6. Effective Date and Term of Agreement.

a. The Effective Date of this Agreement shall be _____.

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b. The Initial Term of this Agreement shall be for twelve (12) calendar months and shall begin on the Effective Date and terminate on the last day of the twelfth calendar month following the Go-Live Date of September 3, 2024.

c. This Agreement shall automatically renew for one-year terms ("Renewal Terms") as of the end of the Initial Term and on the anniversary date of the end of the Initial Term each year thereafter until terminated as provided below

7. Termination of Agreement. This Agreement may be terminated:

a. By either party as of the end of the Initial or any Renewal Term upon 90 (ninety) days written notice to the other party at least ninety (90) days before the end of that term, without cause and for any reason.

b. For material breach of this Agreement, upon written notice by the non-breaching party specifying the breach, if the breaching party fails to cure or diligently commence curing the breach within thirty (30) days of the notice.

c. Upon written notice by either party in the event that either party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, or files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of such filing.

d. In the event the parties are unable to agree upon a requested modification of this Agreement due to a Change in Law as provided in Sections 14 and 15, upon written notice with termination effective as of the earlier of the next applicable termination date under Section 7(a) or the effective date of the applicable Change in Law, subject to earlier termination if applicable under Section 7(b) or 7(c).

8. Confidentiality. In order to implement and administer the Solution, one or both parties ("Disclosing Party") may disclose to the other party ("Receiving Party") certain confidential and proprietary information owned by the Disclosing Party or for which the Disclosing Party is under an obligation to protect.

a. Scope. "Confidential Information" is the proprietary and confidential data or information of a Disclosing Party and is not public information or is not generally known or available to the Disclosing Party's competitors. Such information may include information on customers, alliances, technology, development status and processes, products, pricing schedules and methodology, sales techniques and plans, marketing plans and operations. Confidential Information does not include information rightfully known by or available to the Receiving Party on a non-confidential basis prior to disclosure by the Disclosing Party, information in the public domain, or information that becomes known to the Receiving Party through some other legal manner that does not require confidential treatment. For purposes of this Agreement, Confidential Information does not include Protected Health Information.

b. Protection of Confidential Information.The Receiving Party shall keep all Confidential Information confidential and shall use it only as necessary for its performance under this Agreement. The Receiving Party shall use a degree of care to protect and prevent disclosure or use of Confidential Information in violation of this Agreement which is equivalent to the degree of care which a reasonably prudent person would employ with respect to confidential business information.

c. Breach Response. The Receiving Party shall promptly notify the Disclosing Party upon learning or having reason to believe that any person authorized to receive Confidential Information under this Agreement has used or disclosed it for any purpose not permitted under this Agreement, or that any person not authorized to receive such information has had access to or obtained it for any reason. The Receiving Party shall immediately take any available action to stop any unauthorized use,

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disclosure, access or possession and to ensure that no further unauthorized use, disclosure, access or possession continues.

d. Legal Disclosure. In the event the Receiving Party becomes subject to a legal obligation to disclose Confidential Information by legal process such as a warrant, subpoena or court or administrative order, the Receiving Party shall immediately notify the Disclosing Party and provide a copy of the legal process documentation, unless such notification is prohibited by law.

e. Effect of Termination of Agreement. Confidential Information disclosed in connection with this Agreement shall remain the property of the Disclosing Party at all times and, upon the termination of this Agreement, the Receiving Party shall immediately stop any use or disclosure of Confidential Information and shall ensure that all Confidential Information, in electronic or tangible media, together with all copies made thereof is returned or destroyed. At the request of the Disclosing Party, the Receiving Party shall have an officer certify in writing that it has complied with such a request.

f. Rights in Confidential Information. As between the parties, the Disclosing Party shall retain all rights and interest in the Confidential Information and no license or other proprietary rights are implied, licensed or granted by this Agreement, except for a limited license to use the Confidential Information for purposes of performance under this Agreement. All Confidential Information and is provided on an "as-is" basis and Disclosing Party disclaims any express or implied warranty with respect to such information.

9. Intellectual Property.

a. Unless otherwise expressly agreed in writing signed by both parties, no applications, software, services, graphics, logos, images, programming, computer code, photographs, illustrations, audio clips, video clips, text work product, information, processes and documentation created or acquired by one party (" IP") for purposes of developing, implementing and operating the services shall be deemed "work for hire," and either party's IP shall be and remain the sole property of said party and not to be used by any other party. Both parties shall only use IP in the form provided by the other party and solely in connection with this Agreement. Upon expiration or termination of this Agreement for any reason, both parties shall: (i) deliver to the other party in this Agreement, a current copy of all of the other party's IP in the form in use as of the date of such expiration or termination, and (ii) immediately cease use of, and completely destroy or erase all other copies of the other party's possession in any form, including electronic, hard copy, or other memory device, and at the other party's request, have its officers certify in writing that it has so ceased use of, destroyed, or erased all copies of the other party's IP and that it shall not make any further use of the other party's IP. For avoidance of doubt, and without limiting the generality of the foregoing, both parties shall not use, and shall take all necessary precautions to ensure that no other person or entity may use the other party's IP for its own benefit or the benefit of any affiliate, client, or subcontractor.

b. Except as explicitly set forth in this Agreement, neither party shall have the right to use the names, logos, trademarks, trade names, service marks, or other marks of the other party or any of its affiliates ("Marks"), including but not limited to in connection with any advertising, sales promotions, press releases and other publicity matters, unless and until each use is approved in advance and in writing by the other party; provided that the parties shall establish reasonable methods for Walrus Health to identify the Client's support to Members for purposes of this Agreement.

10. General Warranties and Representations. In addition to such specific warranties and representations as are made elsewhere in this Agreement, each party hereby represents and warrants to the other, at all times during the Term and at such other times as may be indicated, it:

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a. Is duly organized or incorporated and validly existing under the laws of the jurisdiction of its organization, unless the party is an individual, and is duly qualified in all jurisdictions in which it does business.

b. Has all requisite powers, licenses and permits; and

c. Shall comply with, and as applicable shall require its directors, officers and employees to comply with its duties and obligations pursuant to this Agreement, including but not limited to duties and obligations which survive the termination of this Agreement.

11. Indemnification.

a. Walrus Health shall indemnify, hold harmless and defend the Client and all authorized Plans from and against any and all third party claims, liabilities, penalties, losses, damages, or expenses of any kind, including but not limited to attorney's fees and costs of litigation (including but not limited to any appeal, petition for review or certiorari, or bankruptcy or receivership proceedings), arising from the gross negligence of Walrus Health, its officers, agents or employees, in the performance of any of its obligations or duties under this Agreement or the breach or violation of any regulatory obligations applicable to Walrus Health.

b. Client shall indemnify, hold harmless and defend Walrus Health from and against any and all third party claims, liabilities, penalties, losses, damages, or expenses of any kind, including but not limited to attorney's fees and costs of litigation (including but not limited to any appeal, petition for review or certiorari, or bankruptcy or receivership proceedings), arising from the gross negligence of the Client, an authorized Plan, or an authorized Plan's administrators, fiduciaries, officers, agents or employees in the performance of any duties or obligations under this Agreement, or the breach or violation of any regulatory obligations applicable to the Client, an authorized Plan, or an authorized Plan's fiduciary/ies or administrator including a third party administrator ("TPA") if applicable.

12. Limitation of Liability. The cumulative liability of Walrus Health for any indemnification or damages arising from or pertaining to the Solution or under this Agreement, or any function, activity or obligation of Walrus Health in providing the Solution, shall not exceed the actual Solution Fees received by Walrus Health under this Agreement during the preceding twelve (12) month period, whether such damages arise from or pertain to breach of contract, tort (including negligence), warranty, indemnification or any other legal theory; shall be limited to direct damages; and shall not include any indirect, special, incidental, consequential, punitive, expectation, or exemplary damages.

13. Governing Law. This Agreement shall be interpreted in accordance with and governed, construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law doctrine.

14. Compliance with Law. Each party will comply with all laws applicable to it and the services it provides. Walrus Health shall have no obligation to advise Client about Client or Plan's compliance with any applicable law. If this Agreement, or any part hereof, is found not to be in compliance with applicable law, then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance, upon request by either party as provided in Section 15.

15. Change in Law or Practice. If there is an amendment, addition, deletion, or other change, or change in interpretation thereof, in laws, or any government, judicial, or legal action, or any drug industry practice, or any policy, underwriting, benefit change, or management practice of a regulatory body, accreditation agency, that materially burdens Walrus Health or materially alters Walrus Health's rights and/or obligations hereunder, or materially changes the scope of services hereunder ("Change in Law"), then either party may request an appropriate modification of the services, fees, and/or financial guarantees hereunder to preserve each party's anticipated economic benefits under this Agreement. by written notice

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specifying the Change in Law and the requested modification. Upon receipt of such a request the parties shall negotiate in good faith the terms of the modification. In the event the parties are unable to agree upon an appropriate modification in writing within sixty (60) days of the request, the requesting party may terminate this Agreement as provided in Section 7(d).

16. Force Majeure. No party will be liable for any failure to perform its obligations hereunder where such failure results from force majeure, meaning any cause beyond the reasonable control of the party including acts of God, fire, strike, lockout, labor disputes, disputes with suppliers, accidents, delays in transportation, inability to obtain materials, war, civil insurrection, riots, embargoes, the demands, restrictions or delays of any government, or any zero-day exploit.

17. Interpretation. In case of any conflict between this Agreement and any applicable Business Associate Agreement or exhibit, this Agreement shall prevail, except:

a. To the extent that the conflict is with a term in the applicable Business Associate Agreement which is required by regulation to be included in a Business Associate Agreement in the form in which it is included in the Business Associate Agreement; or

b. If the conflict is with a term in an exhibit which expressly states that it is intended to supersede conflicting terms in this Agreement.

18. Severability. If any term or provision of this Agreement, or the application thereof to any persons or circumstances, is found invalid by a court of competent jurisdiction, such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portions shall remain valid and enforceable and in full force and effect to the fullest extent permitted by law.

19. No Waiver. No delay or omission by either party hereto to exercise any right, power or remedy occurring upon any noncompliance or default by the other party with respect to any of the terms this Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained. No waiver of a breach on one occasion shall be deemed a waiver on another occasion.

20. Third Party Beneficiaries. This Agreement is not intended for the benefit or any third party, nor shall any third party have any cause of action arising from or pertaining to any or all of them.

21. Relationship Between Parties. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture, agency or any other relationship besides that of independent contractors to this Agreement.

22. Assignment. This Agreement, and all rights and obligations under it, may be assigned or transferred, in whole but not in part, by either party by sale or merger of such party, only with prior written notice to the other party and upon the acquiring party's written agreement to be bound by the terms of the Agreement.

23. Amendment. Except as otherwise provided in this Agreement, this Agreement shall not be altered, modified or changed except by an instrument in writing and signed by both parties.

24. Entire Agreement. This Agreement, including exhibits, schedules, attachments, and addenda hereto constitutes the complete understanding of the parties with respect to the subject matter hereof. This Agreement supersedes and replaces any existing agreements related to the same subject matter between Walrus Health and Client.

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25. Survival. The provisions of Sections 1(b) (Fee Payment Due Dates), 1(c) (Fee Litigation Costs), 8 (Confidentiality), 9 (Intellectual Property), 11 (Indemnification), 26 (Dispute Resolution) and Exhibit C Sections 12, 13 and 14 shall survive termination of this Agreement for any reason.

26. Dispute Resolution.

a. All claims or disputes arising from or pertaining to this Agreement, except those arising under Sections 8 and 9, shall be resolved by final and binding arbitration, conducted in Delaware in accordance with the current Arbitration Rules of the American Arbitration Association. The parties stipulate to video conferencing if acceptable to the arbitrator. Judgment upon any arbitration award may be entered in any court of competent jurisdiction.

b. The parties acknowledge that any claim or dispute regarding Sections 8 or 9 may cause irreparable damage to the non-breaching party which could not be adequately redressed by monetary damages and is not considered a curable breach. The parties therefore agree that in the event of an actual or threatened violation of Section 8 or 9 by either party, the non-breaching party shall be entitled to both temporary and permanent injunctive relief against the other party from any court of competent jurisdiction, without submitting the matter to arbitration mediation and in addition to all other remedies which the non-breaching party may have at law, in equity or otherwise.

27. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be (a) personally delivered, (b) transmitted by postage prepaid first class certified United States mail, (c) transmitted by pre-paid, overnight delivery, or (d) transmitted by facsimile transmission. All notices and other communications shall be deemed to have been duly given, received, and effective on (a) the date of receipt if delivered personally, (b) five (5) business days after the date of posting if transmitted by mail, (c) the business day after the date of transmission if by overnight delivery, or (d) if transmitted by facsimile transmission, the date of transmission with confirmation by the originating facsimile transmission machine of receipt by the receiving facsimile machine of such transmission, addressed to the parties at the addresses below. Either party may change its address for notices by written notice to the other party.

Walrus Health **Snoqualmie Inc. dba Walrus Health** Att'n: Kimball Thomas 50 W Broadway, Ste 333 #14626 Salt Lake City, UT 84101 Email: client@walrus.com	**Client** [INSERT CLIENT INFORMATION AND ADDRESS]

28. Counterparts; Electronic Copies. This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original document. Either or both parties may send, receive and retain electronic counterparts as originals, provided that such counterparts are secured against alteration and time-stamped.

29. Warranty of Authority. Each party represents, warrants and covenants to the other party that the individual executing this Agreement on behalf of such party has the right, power and authority to enter into this Agreement on behalf of such party and has been duly authorized to do so by all necessary corporate action; and when this Agreement is executed by such individual, it shall create a valid and binding obligation of such party, enforceable in accordance with the terms herein.

30. Electronic Signatures. The parties agree electronic signatures may be utilized for execution of this Agreement and any attachments hereto, including but not limited to, amendments, and addenda. The

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parties acknowledge and agree that (i) the issuance of an electronic signature shall be valid and enforceable as to the signing party to the same extent as an inked original signature; and (ii) these documents shall constitute "original" documents when printed from electronic files and records established and maintained by either party in the normal course of business.

IN WITNESS WHEREOF, this Agreement has been duly executed by authorized representatives of the parties hereto, who each represent and warrant that he/she has the authority to execute this Agreement.

Snoqualmie Inc. dba Walrus Health	**[CLIENT]**
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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EXHIBIT A
WALRUS HEALTH SOLUTION
GROUP HEALTH PLAN SERVICES AGREEMENT
SERVICES SCHEDULE

Walrus Health makes the following Walrus Health Solution Services available to Plans and Members.

Walrus App and Walrus Website

1. Walrus App. Walrus Health will make the Walrus App available on Compatible Devices.

2. Walrus Website. Walrus Health will maintain and make available the Walrus Website over the Internet using a Compatible Device.

Walrus Services

The "Walrus Services" is a set of software applications and communications services which may be accessed and used through the Walrus App, Walrus Website, and/or through Walrus outreach to Members (e.g. telephone, fax, email). The Walrus Services may include the following or additional services, as selected by Client and agreed by Walrus Health depending on applicable law, Member and Client preferences, and availability. Client shall provide claims data and such other information to Walrus as required to provide the services hereunder.

3. Medication Review. Medication Review includes an assessment of an Eligible Member's prescription (including where applicable a review of a Member's prescription history) to identify potential clinical (e.g., safety, efficacy, and adherence) and value improvement opportunities within the scope of the risks identified, which includes:

a. Assessment of potential medication errors, interactions with other medications, compliance with dosing and other guidelines.

b. Identification of potential alternative medication sources, such as generic versus branded.

c. Assessment of disease state regardless of patient current prescription utilization.

4. Member Engagement and Communications. Walrus Health shall conduct outreach to Eligible Members to encourage and support use of the Solution; communications to Active Members and prescribers in connection with clinical and value improvement opportunities; coordinating fulfillment of new prescriptions for Active Members; facilitating communications between pharmacy and Active Member and with other health care providers, including but not limited to telemedicine consultations where available, in an effort to identify and/or facilitate additional clinical and value improvement opportunities.

5. Outreach. Outreach shall include outbound phone calls, written communication including letters or faxes, messaging through the application, or other electronic means.

6. Prescription Fulfillment. Prescription Fulfillment includes coordinating the fulfillment of an Active Member's prescription by a pharmacy in the Client's PBM network or a Walrus-contracted pharmacy provider.

7. Medication Support. Medication Support includes but is not limited to prescription reminders, medication recall notifications, access to a pharmacist, and related medication information and educational services intended to support clinical and value improvement opportunities.

8. Member Technical Support. Technical Support includes registration and assistance to Members in using the Walrus App, the Walrus Website and the Walrus Services.

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9. Plan Administrative Support. Plan Administrative Support includes assisting Plan administrative staff in responding to Member inquiries and resolution of Plan-related issues with respect to the Solution.

10. Co-Branding. Walrus Health acknowledges and agrees that Client may require co-branding of Walrus Services, and Walrus Health shall co-brand Walrus Services as mutually agreed by Walrus Health and Client.

11. No Health Care Services. For avoidance of doubt, the services provided under this Agreement are intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, and/or other healthcare professionals involved in Members' care. Prescribers and pharmacies with which Walrus Health connects in connection with the services hereunder are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee, principal and agent, franchiser and franchisee, joint venturers, or any relationship, fiduciary or otherwise.

Services Levels

12. Applications and Services. During the Term of the Agreement:

a. Walrus Health shall distribute the Walrus App and host the Services and make them available to Members using the Internet and other telecommunications channels during the Term of the Agreement. Walrus Health is not responsible for interruptions in access to any information or services caused by any network, information service or device not under Walrus Health's control.

b. Walrus Health will provide any updates, modifications and fixes to the Walrus App, the Walrus Website and Walrus Services which Walrus Health makes generally available to its customers.

c. Walrus Health shall make provide Members with the following services levels:

(i) Medication Review, Medication Communications, Prescription Fulfillment and Medication Support shall be available during regular business hours, subject to transaction processing times and temporary interruption for reasonable periods from time to time for purposes of maintenance, upgrades and other management activities.

A. Walrus Health is not responsible for the availability of pharmacists and other health care providers, or for the processing of prescriptions by pharmacies.

(ii) Member Technical Support and Plan Administrative Support shall be available Monday through Friday, 9:00 a.m. to 5:00 p.m., Pacific Time, except on bank holidays.

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EXHIBIT B
WALRUS HEALTH SOLUTION
GROUP HEALTH PLAN SERVICES AGREEMENT
FEE SCHEDULE

Fee Schedule

1. Solution Fee.

$68.00 per active Member per month ("Solution Fee"). A COLA adjustment of 3% will be added to the solution fee each year on the contract anniversary date. Fees will be invoiced to the client through the client's insurance carrier via a carrier approved third party claims EDI vendor.

2. For purpose of the Solution Fee, active members are defined as members who are engaged by or engage Walrus Health, members whose physicians are engaged by Walrus Health in any given month and members for whom Walrus clinicians actively review data, update patient notes or perform other clinical related activity. Members who have been inactive with the Walrus Services for ninety (90) or more consecutive calendar days become inactive and are no longer included in the Solution Fee.

3. Minimum Engagement Guarantee.

Walrus Health will guarantee, that the average of active members x the number of months engaged, will have a minimum of two engagements per active member per month during each twelve (12) month period.

a. Total engagements will be summed at the end of the twelve (12) month period

b. Total engagements will be divided by the number of active members billed times the number of months engaged during the same twelve (12) month period

c. Should this number be below two (2), Walrus Health will reimburse 10% of the fees collected during the same time period.

4. Plan Savings Guarantee.

After the first year from Go-Live Date, Walrus Health will guarantee the Client will realize a cost savings of twice (the Solution Fee less 5% administrative allocation, member rewards payments, and commissions/fees paid to channel partners or other third parties), a 2 to 1 payout ratio as follows:

a. Savings will be calculated as of the anniversary of the Go-Live Date ("Savings Period") for all members with a Walrus identified "Savings Opportunity".

b. Savings are the difference between the base price ("BP") and the final price ("FP") for all prescriptions filled by active Members with a Savings Opportunity that were served during the contract year.

c. The BP is the annualized cost of prescriptions for an active Member prior to the Savings Opportunity recommendation calculated based on the drug cost for four months prior to the recommendation.

d. The FP is the annualized cost of prescriptions for an active Member post Savings Opportunity recommendation as calculated by the drug costs between the time of initial recommendation to the end of the contract anniversary date.

e. The annual Savings achieved from Savings Opportunities during the contract year will be greater than two times the annual Solution Fee collected during the contract year. Should the Savings be less than two times the Solution Fee Walrus Health will owe the client "ROI Return". The ROI Return will be equal to two (2) times (the Solution Fee less 5% administrative allocation,

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member rewards payments, and commissions/fees paid to channel partners or other third parties) collected in the period minus Savings achieved in the period. The ROI Return will be payable within sixty (60) days of the annual review and delivered in a way that is requested by Client and consent not unreasonably withheld by Walrus Health.

f. Exclusions to the population of members included in the Savings Opportunities may occur and will be mutually agreed to by both parties for extenuating circumstances such as, a new unrelated diagnosis or other non Walrus recommended changes in therapy

g. Both parties have the right to an independent audit of the Client Rx data to confirm savings.

h. Walrus Health will provide quarterly reports, quarterly reviews and annual review, in a manner and time that is requested by Client and consent not unreasonably withheld by Walrus Health.

5. Pricing Conditions. The pricing and guarantee set forth herein is conditioned upon the following:

a. Client and/or Plan shall either offer members a copay reduction as a reward to engage with Walrus or participate in the Walrus sponsored member rewards program; and

b. Client and/or Plan shall adopt and implement Walrus Health clinical recommendations in connection with the services; and

c. Client and/or Plan shall timely engage in and provide Member marketing and related communications in connection with this Agreement as recommended by Walrus Health and agreed upon by Client.

6. Change in Circumstances. In the event there is a change in one or more of the following that has a material impact on the services, Walrus Health will have the right, upon prior written notice to Client, to make an equitable adjustment to the pricing set forth in this Agreement as necessary to return Walrus Health to its contracted economic position as of the effective date of such change:

a. Client fails to comply with the pricing conditions set forth in Section 5 above;

b. A material change in the assumptions underlying the pricing provided under this Agreement, including the size, demographics, and/or gender distribution of membership and/or utilization under this Agreement compared to such data/information shared with Walrus Health by Client and/or Plan; or

c. Client and/or Plan adopts and/or implements material changes to its formulary, Plan design, and/or clinical programs or otherwise takes an action that is not aligned with Walrus Health's clinical/therapeutic recommendations.

d. Unanticipated industry changes and/or changes in law.

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WALRUS HEALTH SOLUTION
GROUP HEALTH PLAN SERVICES AGREEMENT EXHIBIT C
BUSINESS ASSOCIATE CONTRACT

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Contract ("BAC") is Addendum D and subject to a Group Health Plan Services Agreement ("Agreement") between Snoqualmie Inc. dba Walrus Health ("Walrus Health") and the sponsor ("Sponsor") of one or more group health benefits plans ("Plans"). The Agreement is hereby incorporated in this BAC by reference.

The Underlying Agreement requires the Disclosure and Use of Protected Health Information ("PHI") by Walrus Health to provide services to one or more group health benefits plans ("Plans"), which are HIPAA Covered Entities. Walrus Health is therefore the Business Associate of such Plans. The parties therefore intend to comply with HIPAA by compliance with the following Business Associate Contract provisions ("BAC").

In consideration of the provision of the Solution and the Underlying Agreement the parties agree as follows:

1. Interpretation.

a. ***Consistency with HIPAA.*** This BAC shall be interpreted consistently with the Health Information Technology for Economic and Clinical Health Act ("HITECH"); Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the implementing regulations for HITECH and HIPAA at 45 CFR Part 160 Subpart A ("General Provisions") and Subpart B ("Preemption of State Law"), and 45 CFR Subpart A ("General Provisions"), Subpart C ("Security Rule"), Subpart D ("Breach Rule") and Subpart E ("Privacy Rule") (collectively, "HIPAA")..

b. ***Definitions.*** Capitalized terms in this BAC which are defined under HIPAA shall be interpreted according to that definition.

c. ***Conflict between BAC and HIPAA.*** In the event of a conflict between the provisions of this BAC and the mandatory terms of HIPAA, HIPAA shall prevail.

2. Information Subject to BAC. The provisions of this BAC apply to any Protected Health Information obtained or created by Walrus Health from or on behalf of a Plan in order to provide the Solution ("PHI").

3. Permitted Uses and Disclosures of PHI. Walrus Health may Use or Disclose PHI as follows:

a. Walrus Health may Use or Disclose PHI to provide the Solution, including the provision of data aggregation services if appropriate, and including Disclosure to Subcontractors, other Business Associates of the applicable Plan and Covered Entities if appropriate for purposes of the Solution.

b. Walrus Health may Use PHI for purposes of Walrus Health's proper management and administration, and to fulfill Walrus Health's legal obligations.

c. Walrus Health may Disclose PHI for purposes of Walrus Health's proper management and administration or to fulfill its legal obligations if:

(i) Such disclosure is Required by Law; or

(ii) Walrus Health has obtained reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify Client of any instances of which it is aware in which the confidentiality of the information has been breached.

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d. Walrus Health may disclose PHI to the applicable Plan's Sponsor for purposes permitted under this BAC, if the Plan's plan documents comply with 45 CFR § 164.504(f).

4. Prohibited Uses and Disclosures. Walrus Health shall not obtain, Use or Disclose PHI for any purpose not permitted by this BAC.

5. Walrus Health Security Safeguards. Walrus Health shall provide Reasonable and Appropriate Safeguards for all PHI subject to this BAC, and in particular shall comply with the Security Rule with respect to electronic PHI.

6. Notification of Security Incidents and Breach Response. If Walrus Health becomes aware of any Security Incident, Unauthorized Use or Disclosure of PHI, or Breach affecting PHI ("Security Event"), Walrus Health shall:

a. Take such action as it determines is reasonably necessary to stop the Use or Disclosure of PHI, if applicable; to prevent its recurrence; and mitigate any harm it may have caused.

b. Determine whether the Security Event involved an Unauthorized Use or Disclosures and potentially a Breach affecting PHI.

c. If Walrus Health determines that the Security Event did not involve an Unauthorized Use or Disclosure of PHI, and is not a probe or reconnaissance scan as provided for in Section 6(g), Walrus Health shall maintain a record of the Security Event and the actions taken to prevent its recurrence for a minimum of one year from the date of the Security Event, and report that information to the Plan's Designated HIPAA Contact on an annual basis.

d. If Walrus Health determines that the Security Event did involve an Unauthorized Use or Disclosure of PHI Walrus Health shall determine, to the extent possible, the identity of all Individuals whose PHI was compromised, and notify the applicable Plans' Designated HIPAA Contact as soon as reasonably possible, and in any event no later than ten (10) business days from Walrus Health's determination that the Unauthorized Use or Disclosure occurred. Walrus Health shall provide the information necessary for the Plan to determine whether a Breach occurred within the definition of that term under 45 CFR § 164.402, to the extent such information is reasonably available in Walrus Health's records.

e. For purposes of this provision, Walrus Health is considered an independent contractor, and not an agent, of any Plan or Sponsor.

f. Walrus Health shall ensure the reporting provisions of this Section 6 apply appropriately to any Subcontractor or other person with which it contracts subject to this BAC.

g. The parties acknowledge that probes and reconnaissance scans are commonplace in electronic information systems and the parties therefore acknowledge and agree that, to the extent such probes and reconnaissance scans constitute security incidents under the Security Rule, this Section 6(g) constitutes notice by Walrus Health of the ongoing existence and occurrence of such security incidents for which no additional notice shall be required. Probes and reconnaissance scans include, without limitation, pings and other broadcast attacks on an information system firewall, port scans, and unsuccessful log-on attempts, as long as such probes and reconnaissance scans do not result in unauthorized Access to, Use or Disclosure of PHI.

7. Individual Access to Information.

a. ***Requests for Access.*** In order to provide for orderly management of information and Plan relations, Individual requests for (i) access to, (ii) copies of, (iii) amendment of, (iv) an Accounting of

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Disclosures of, or (v) additional restrictions on access to PHI ("Additional Restrictions") which pertains to them shall be directed to the Plan's Designated HPAA Contact. In the event that any Individual contacts Walrus Health to request any such action Walrus Health will promptly notify the Designated HIPAA Contact and the Plan will determine the appropriate response.

b. ***Action on Individual Requests.*** The applicable Plan may request, on behalf of a Plan Member through its Designated HIPAA Contact, that Walrus Health provide (i) access to, (ii) copies of, (iii) amendment of, (iv) an Accounting of Disclosures of, or (v) Additional Restrictions on access to PHI maintained by or for Walrus Health subject to this BAC. Upon receiving such a request in writing, within five (5) business days Walrus Health shall:

(i) Determine whether or not Walrus Health maintains any PHI, including but not limited to Designated Record Set(s), pertaining to the Individual; if not Walrus Health shall advise the requestor accordingly and shall have no further obligation with respect to the request.

(ii) For requests for access, copies or amendment, if Walrus Health does maintain a Designated Record Set with respect to the Individual, Walrus Health shall advise the requestor, and as applicable shall (A) provide the requestor with electronic copies of the Designated Record Set, in electronic form and format reasonably agreed by the parties or (B) amend the Designated Record Set, as applicable.

(iii) For requests for an Accounting of Disclosures, Walrus Health shall provide the requestor with the information needed for an Accounting of Disclosures.

(iv) The parties acknowledge that a Covered Entity is not required to agree to requests for Additional Restrictions on use and disclosure of PHI (except for certain disclosures to health plans for health care items or services paid for out-of-pocket), and that acceptance of some restrictions might interfere with Walrus Health's ability to provide the Solution, or interfere with Walrus Health's proper management and administration and fulfillment of its legal obligations. The Plan shall therefore give Walrus Health prior notice of a Plan's intent to agree to any Additional Restriction on Walrus Health's ability to use or disclose PHI. If Walrus Health objects and the Plan nonetheless agrees to a restriction which Walrus Health states may materially interfere with an activity permitted under this BAC, Walrus Health may terminate the provision of the Solution to the Plan, and Walrus Health shall not be deemed to have defaulted under or breached the Underlying Agreement.

8. Documentation of Disclosures of PHI. For purposes of providing Accounting of Disclosures, Walrus Health shall record disclosures of PHI for any purpose and to any party required by the Privacy Rule, including records of all information required to be provided in such an accounting. Walrus Health shall maintain such records for a minimum of six (6) years from the date of the disclosure.

9. Compliance with Plan Regulatory Requirements. To the extent Walrus Health has been expressly delegated the performance of one or more of a Plan's obligations under the Privacy Rule, Walrus Health will comply with the Privacy Rule requirements that would apply to the Plan in performing such obligations.

10. Obligations of Plan.

a. ***Notice of Privacy Practices.*** The Plan shall ensure that the Plan's Notice of Privacy Practices does not prohibit or interfere with the provision of the Solution.

b. ***Additional Restrictions.*** As noted in Section 7(b)(iv), a Plan shall give Walrus Health notice and an opportunity to object to any Additional Restrictions.

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c. ***No Request to Use or Disclose in Impermissible Manner.*** Neither a Plan nor its Sponsor shall request that Walrus Health Use or Disclose PHI in any manner that would not be permissible under applicable law if done by the applicable Plan.

d. ***Designated HIPAA Contact.*** Each Authorized Plan shall maintain a Designated HIPAA Contact as its primary contact for Walrus Health authorized to act on behalf of the Plan for purposes of this Business Associate Contract and shall notify and provide Walrus Health with current contact information for its Designated HIPAA Contact.

11. Term and Termination of BAC. This BAC is effective as of the Effective Date stated below, and shall terminate as follows:

a. Upon the termination of the Underlying Agreement.

b. In the event the parties enter into a different Business Associate Contract which expressly supersedes this BAC, as of the effective date of that Business Associate Contract;

c. Upon the termination of this BAC for any reason; or

d. For material breach of this BAC by Walrus Health provided that the Plan has given Walrus Health written notice identifying the breach and Walrus Health does not cure, or commenced and diligently pursued the cure, of the breach within thirty (30) days of receipt of the notice. For purposes of this provision a "material breach" is one which causes loss of confidentiality, integrity or availability of PHI; creates a risk of harm to an individual who is the subject of PHI; or causes either party to be unable to fulfill a requirement of the Privacy or Security Rules. A violation which by its nature is continuing until cured or otherwise ended is considered a single violation.

12. PHI Transition upon Termination. Upon termination of this BAC for any reason:

a. ***Return of Information***. Walrus Health shall promptly make available for download or copying, at the Plan's expense, all PHI in Designated Record Sets subject to this BAC which Walrus Health maintains, if any; and

b. ***Destruction of Information***. After the Plan has taken control of all Designated Record Sets made available by Walrus Health or upon the Plan's written instruction, Walrus Health shall destroy all PHI it maintains and render the media which contains it unusable, unreadable, or indecipherable by use of processes and technologies at least as effective as those specified in the guidance applicable under HITECH § 13402(h)(2) as of the date of disposition; provided that

c. ***Retention of Information***. In the event that Walrus Health believes that such destruction is not feasible, Walrus Health shall notify the Plan in writing, and may retain such PHI subject to the protections of this BAC (as reasonably applicable following termination), and limit future uses or disclosures of the PHI to those purposes which made their return or destruction infeasible; and

d. ***Failure to Respond***. In the event that the Plan fails to arrange to obtain Designated Records Sets from Walrus Health and fails to instruct Walrus Health with respect to the destruction of PHI within sixty (60) days of termination, Walrus Health may elect to retain the PHI as provided in subsection 12(c), or to destroy it as provided in subsection 12(b), in whole or in part, in Walrus Health's sole discretion.

13. Compliance Records. Walrus Health shall retain records of internal practices, books and records pertaining to its compliance with this BAC for a period of no less than six (6) years from the later of the date on which it was created or the last date on which the document was effective (as applicable).

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14. Records Review for Plan Compliance. Upon written request from a Plan or from the United States Department of Health and Human Services ("DHHS"), Walrus Health shall make its internal practices, books and records pertaining to its Use and Disclosure of PHI subject to this BAC available for purposes of determining the Plan's compliance available to DHHS at Walrus Health's offices during normal business hours, upon no less than ten (10) business days' prior notice, or at a time and place designated by DHHS.

15. Effective Date. Unless otherwise agreed by the parties in writing, the Effective Date of this BAC shall be the earlier of (i) the Effective Date of the Underlying Agreement, or (ii) the date on which Walrus Health first obtains PHI from or on behalf of a Plan.

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EXHIBIT D
WALRUS HEALTH SOLUTION
GROUP HEALTH PLAN SERVICES AGREEMENT
END USER LICENSE AGREEMENT

The following EULA shall be published by Walrus Health and shall be applicable to all Members authorized by the Plan to use the Walrus Health services.

Walrus Health End User License Agreement

This End User License Agreement ("EULA") has been published by Snoqualmie Inc. dba Walrus Health ("Walrus Health"). This EULA describes the terms and conditions under which individuals are authorized to use the Walrus App, the Walrus Website and the Walrus Services, which are together called the "Walrus Health Solution." This EULA expressly incorporates the Notice of Privacy Practices.

The Walrus Health Solution is an app-enabled set of Internet-based Services which allow individual users to manage their medications and prescriptions, communicate with pharmacists and other health care providers about medication-related issues, fill prescriptions, and obtain information about their medications. The Walrus Health Solution is made available free of charge to individuals who have health care coverage by a health plan ("Plan") that offers the Walrus Health Solution through an agreement with Walrus Health ("Agreement").

During the Term of an Agreement, a Member ("You") is entitled to the following licenses to install and use the Walrus App and Updates, use the Walrus Website and the Walrus Services, and possess and make use of Licensed Content and Modifications included in the Walrus Health Solution.

1. Walrus App, Walrus Website and Services.

a. *Walrus App.* The Walrus App is a software application which You can download and use on a computer, laptop, tablet or smartphone which has an Internet connection and a compatible operating system and browser ("Compatible Device"). Use of the Walrus App requires You to have an active Account with Walrus Health.

b. *Walrus Website.* The Walrus Website is a website which You can access through a Compatible Device over the Internet. Use of the Walrus Website requires You to have an active Account with Walrus Health.

c. *Walrus Services.* The Walrus Services are software applications and communication services which You may access and use through the Walrus App, Walrus Website, and/or through Walrus outreach to Member (e.g. telephone, fax, email). The Walrus Services include:

(i) *Medication Review*. Medication Review is an assessment of Your prescribed medication, which includes:

A. Assessment of potential medication errors, interactions with other medications, compliance with dosing and other guidelines.

B. Information regarding the therapeutic interchange of potential alternative medication sources, such as generic versus branded.

(ii) *Pharmacy Communications*. Pharmacy Communications include supporting referral of You and Your prescription to a pharmacy and enabling communications between You and the pharmacy and between the pharmacy and Your prescribing physician.

(iii) *Prescription Fulfillment*. Prescription Fulfillment includes supporting the filling of prescriptions.

(iv) *Medication Support*. Medication Support includes prescription reminders, medication recall notifications and related medication education and information services.

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2. Activation of Account. Your Plan administrator may register You by submission of a request for registration to Walrus Health. Upon receipt of a request for registration Walrus Health will create an account for Your use (Your "Account") and notify You of the registration and creation of the Account. Upon Your login to the Account and acceptance of this EULA Walrus Health will activate Your Account as a service subject to this EULA and notify You of the activation.

3. Term and Termination of EULA.

a. This EULA will be effective on the date Walrus Health notifies You that Your Account has been activated ("Effective Date").

b. The Term of this EULA shall begin on the Effective Date and continue until terminated as provided in this Section.

c. You may terminate this EULA at any time upon written notice to Walrus Health, without cause and for any reason.

d. Walrus Health may terminate this EULA at any time upon notice to You and Your Plan for Your breach of any of Your obligations under this EULA.

e. This EULA will be terminated upon the termination of the Walrus Health Services Agreement for any reason.

f. Upon termination of this EULA, Your Account and Walrus App and access to the Walrus Website will be de-activated and all licenses for the Walrus Health Solution and Licensed Content, and access to the Walrus Health Solution and Licensed Content shall terminate, as of the date of termination.

4. Modification of EULA. Walrus Health may amend this EULA at any time by written notice to You and Your Plan, effective no sooner than sixty (60) days from the date of the notice. In the event You do not accept the amendment, You must terminate Your Account as provided in Section 2 of this EULA. If You do not terminate Your Account and You use the Walrus Health Solution after the effective date of the amendment, You will be deemed to have accepted the amendment.

5. Applications, Services and Content Provided by Walrus Health.

a. Walrus Health makes the Walrus App, and any Updates available for download through Compatible Devices . You are solely responsible for procuring and maintaining Compatible Devices including hardware, firmware, operating systems and any other software necessary or desirable for installation and use of the Walrus App and for use of the Apple App Store or Google Play Store to obtain the Walrus App and Updates in compliance with the terms and conditions applicable to those online stores.

b. Walrus Health makes the Walrus Website available over the internet to Compatible Devices. You are solely responsible for procuring and maintaining Compatible Devices and internet connectivity suitable for use with the Walrus Website, including sufficient bandwidth for effective access and usage.

c. Walrus Health makes the Walrus Services and Licensed Content, and any Updates to the Walrus Services and modifications to Licensed Content ("Modifications") available through the Walrus App or Walrus Website over the Internet from Compatible Devices. You are solely responsible for procuring and maintaining Internet connectivity and services compatible with use of the Walrus Health Solution, including sufficient bandwidth for effective access and usage.

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d. Licensed Content may include text, graphics, images, and information created by Walrus Health ("Walrus Content") or by third parties ("Third Party Content"), as well as websites and online services created by third parties ("Third Party Services"). Licensed Content is provided for informational purposes only. Licensed Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. You should consult with Your pharmacist, physician or other qualified medical professional with respect to the interpretation and Your understanding of Licensed Content.

6. License.

a. You agree that as between Walrus Health and You, Walrus Health shall have sole and exclusive ownership of, and all right, title, and interest in and to, the Walrus Health Solution, all Licensed Content and all Updates and Modifications (including ownership of all copyrights and other intellectual property rights), subject only to the rights expressly granted to You under this EULA. Entry into this EULA provides You with a limited right to use the same solely upon the terms expressly set forth herein.

b. Upon Your entry into this EULA Walrus Health grants You:

(i) A nontransferable license to use the Walrus App on any Apple-branded or Android products which are Compatible Devices that You own ("Authorized Devices"), to access and use the Walrus Health Solution and Licensed Content.

(ii) A nontransferable license to use the Walrus Website on any Authorized Device, to access and use the Walrus Health Solutions and Licensed Content.

(iii) A nontransferable license to access, view and copy Licensed Content on an Authorized Device obtained by use of the Walrus Services.

(iv) A nontransferable license to access, view, copy and enter information in Your Account.

c. The term of the licenses granted herein shall begin on the Effective Date of this EULA and shall end on the date of termination of this EULA ("Term").

7. Services and Licensed Content Availability. During the Term of Your Account, Walrus Health will provide the Walrus Services, including access to and where applicable display or download of Licensed Content, for access by the Walrus App installed on a Compatible Device or the Walrus Website accessed from a Compatible Device, and subject to availability of Internet and other telecommunications services, Third Party Services and Third Party Content.

8. Services and Content Provided by Third Parties.

a. Certain functions included in or supporting the Walrus Services are provided and administered by third parties ("Subcontractors") and provided by agreement between Walrus Health and the Subcontractor.

b. Websites and online services provided by third parties ("Third Party Services") may be accessed or made available through the Walrus Services, provided by agreement between Walrus Health and the Third Party Services provider.

c. Licensed Content may include text, graphics, images, and information created by third parties ("Third Party Content"), provided by agreement between Walrus Health and the Third Party Content provider.

9. Limitations on Use and Distribution

a. You may not distribute or make the Walrus App or Walrus Website available over a network where it could be used by multiple devices at the same time, or transfer, redistribute or sublicense the

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Walrus App or Walrus Website or any Update or Modification. If You sell Your Authorized Device to a third party, You must remove the Walrus App (as Updated if applicable) from the Authorized Device before doing so.

b. You may not copy, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Walrus Health Solution or any Licensed Content, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-source components included with the Walrus Health Solution or Licensed Content, if and to the extent applicable).

c. You acknowledge and agree that the Walrus Health Solution and the Licensed Content are licensed to You solely for purposes of Your use. You may not use the Walrus Health Solutions or Licensed Content for any other purposes, and may not rent the Walrus App, access to the Walrus Website or Walrus Services, or Licensed Content, or share them with other parties. The unauthorized reproduction or redistribution of the Walrus App or any Walrus Website or Walrus Services software or any Licensed Content by You is prohibited by law and may result in severe civil and criminal penalties. The Walrus Health Solution and Licensed Content may only be used by You in the United States of America and in any territory of the United States of America.

d. You may not use the Walrus Health Solution to harass, abuse, stalk, threaten or defame any person or entity, and You agree that Walrus Health is not responsible or liable for any such use.

e. You may not use the Walrus Health Solution or Licensed Content in any manner that is inconsistent with the terms of this EULA or that infringes the intellectual property rights of Walrus Health or any third party.

f. You may not use the Walrus Health Solution or Licensed Content for any purposes prohibited by United States law and the laws of the jurisdiction in which the Walrus App was obtained or is used or the Walrus Website was accessed.

g. You acknowledge that any violation of this Section 9 (Limitations on Use and Distribution) will cause irreparable damage to Walrus Health, which could not be adequately redressed by monetary damages. You therefore agree that in the event of an actual or threatened violation of these Limitations on Use and Distribution, during or after the Term of this EULA, Walrus Health shall be entitled to both temporary and permanent injunctive relief against You from any court of competent jurisdiction, without first submitting the matter to arbitration as provided in this EULA, and in addition to all other remedies which Walrus Health may have at law, in equity or otherwise.

10. Device and Account Responsibility. You are solely responsible for the security of any computer, laptop, smartphone or other device or equipment, whether an Authorized or Compatible Device or not, on which You install or use the Walrus App, Walrus Services and Licensed Content, including the protection of any user names, passwords, personal identification number ("PIN") and other identifier and authentication mechanisms used to access such Authorized Device(s), the Walrus App, the Walrus Services, Licensed Content and Medication Information. You are also solely responsible for all electronic communications, including those containing business information, Your registration information, and all other data of any kind contained within transmissions, messages, emails or otherwise entered electronically through the Services or under Your Account. Walrus Health will rely upon any electronic communications it receives under Your passwords, user name, PIN and/or account number as having been sent by You. You agree to immediately notify Walrus Health if You become aware of any loss or theft of the Your Device or unauthorized use of any of Your passwords, user names, and/or account information.

11. DISCLAIMER. THE WALRUS APP, WALRUS WEBSITE, WALRUS SERVICES, AND ALL LICENSED CONTENT ARE PROVIDED ON AN "AS IS" BASIS ONLY.

This document contains confidential and proprietary information, including trade secrets, and commercial and financial information, any and all of which are protected from disclosure under the Freedom of Information Act (FOIA, pursuant to 5 USC Section 552(b)(4) and 45 CFR Part 5), and any and all state equivalents.

ACCORDINGLY, BUT WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, WALRUS HEALTH DOES NOT REPRESENT OR WARRANT THAT THE WALRUS APP, THE SERVICES OR ANY LICENSED CONTENT WILL MEET THE REQUIREMENTS OF ANY PERSON OR WILL OPERATE ERROR-FREE OR CONTINUOUSLY, AND WALRUS HEALTH MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR REPRESENTATIONS CONCERNING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY ONE OR MORE OF THE INFORMATION, GOODS AND SERVICES REFERRED TO ABOVE. YOU AGREE THAT WALRUS HEALTH HAS MADE NO AGREEMENTS, REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS EULA, AND THAT NO FUTURE AGREEMENT, REPRESENTATION OR WARRANTY OF WALRUS HEALTH WITH REGARD TO INFORMATION, GOODS OR SERVICES PROVIDED UNDER THIS EULA SHALL BE EFFECTIVE UNLESS EXPRESSLY STATED IN AN AMENDMENT TO THIS EULA IN WRITING BY WALRUS HEALTH.

12. Limited Walrus App, Walrus Website and Walrus Services Performance Warranty. During the Term of Your Account the Walrus App and Walrus Website will provide You with access to the Walrus Services and will support access to and where applicable display or download Licensed Content, provided that the Walrus App is installed and maintained on an Authorized Device or the Walrus Website is accessed from an Authorized Device, subject to availability of the Internet and the functioning of the device.

13. Limited Intellectual Property Warranty.

a. Walrus Health hereby warrants with respect to the Walrus Health Solution and the Licensed Content that Walrus Health has the legal right and authority to grant You the License(s) contemplated by this EULA.

b. In the event of any claim or allegation that Your use or possession of the Walrus Health Solution or any Licensed Content constitutes a violation of a third party's intellectual property rights, Walrus Health will diligently seek to resolve such claim or allegation, and to clear the title to or obtain a valid license for Your use or possession of the Walrus Health Solution or Licensed Content or implement a reasonable substitute for the Walrus Health Solution or Licensed Content, if reasonably possible. In the event Walrus Health is unable to do so within a reasonable time You may terminate this EULA.

c. Subject to the limitations of this EULA Walrus Health will indemnify, hold harmless and defend You against any and all claims that Your use of the Walrus Health Solution or Licensed Content for any purpose authorized under this EULA during the term of this EULA violated any third party's patent, copyright or other intellectual property rights.

14. Limitations on Walrus Health Liability

a. Except for Medication Information, data displayed by the Walrus App or Walrus Website and provided through the Walrus Health Solution, including but not limited to Licensed Content, is for general informational purposes only and is not guaranteed by Walrus Health, its agents, or any third party. Medication Information may be used by Your health care providers or Your treatment purposes subject to the health care provider's exercise of due care and independent professional judgment and at the health care provider's sole risk.

b. In no event shall Walrus Health be responsible for any harm to Your health or safety, privacy, or damages or losses suffered or incurred by You as the result of any error, omission, delay or failure to

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perform by Walrus Health, the Walrus Health Solution, which was caused or contributed to by You or a health care provider, or due to any error or omission by You or a health care provider.

c. In no event shall Walrus Health be responsible for any harm to Your health or safety, privacy, or damages or losses suffered or incurred by You as the result of any error, omission, delay or failure to perform by Walrus Health or the Walrus Health Solution which was caused or contributed to by an Internet services provider or other telecommunications carrier or communications services provider, by any application, online or cloud services provider, by any authorized or unauthorized third party, by any application or software, or by the functioning or failure to function of any device or any application, service or software installed on or accessed from any device, other than the Walrus App or Walrus Website as applicable.

15. Assignment. You have no right to assign this EULA, in whole or in part, by operation of law or otherwise. Any attempt to assign this EULA will be void and of no effect. Walrus Health may assign this EULA to any assignee which agrees to be bound by the terms of this EULA. Subject to the foregoing, this EULA will bind and insure to the benefit of each party's successors and assigns.

16. Dispute Resolution.

a. Arbitration. Any dispute, claim, question or disagreement arising from or relating to this EULA or the Notice of Privacy Practices, or the breach hereof or thereof (in each case, a "Dispute"), except a Dispute arising under Section 9(f) of the EULA, shall be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitration proceedings will be final and there will be no right of appeal therefrom. The party receiving an award rendered in any such arbitration proceeding will be entitled to have judgment entered thereon. The arbitrator will determine the prevailing party and such party shall be entitled to reasonable attorneys' fees and costs which shall be part of the award.

b. ***Jurisdiction and Venue.*** Jurisdiction and venue for any Dispute arising out of or in connection with this EULA shall be in the state of Delaware.

c. ***Legal Fees and Costs***. In the event of legal proceedings arising from or pertaining to this EULA, the Notice of Privacy Practices, or the Walrus Health Solution or Licensed Content, the substantially prevailing party shall be awarded its reasonable attorneys' fees and costs of litigation, including any on appeal or in bankruptcy proceedings.

17. Walrus Health Contact Information.

If You have any questions or would like more information about this EULA please contact Walrus Health at: compliance@walrus.com

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EXHIBIT E
WALRUS HEALTH SOLUTION
GROUP HEALTH PLAN SERVICES AGREEMENT
NOTICE OF PRIVACY PRACTICES

The following Notice of Privacy Practices shall be published by Walrus Health and shall be applicable to all Members authorized by the Plan to use the Walrus Services.

Notice of Privacy Practices

Effective Date: _____

This Notice of Privacy Practices ("Notice") is incorporated in the Walrus Health End User License Agreement ("EULA"). Capitalized terms not otherwise defined herein have the same meaning as those terms as defined in the EULA.

A. The following Notice describes the personal information which may be obtained by Walrus Health about You in the course of Your use of the Walrus App, Walrus Website, Services and Licensed Content. This information will be referred to as "Protected Health Information" in this Notice and will include any information which could reasonably identify You and has to do with Your past, present or future health or health care, or payment for Your past, present or future health care. This Notice also describes the uses and disclosures Walrus Health may make of Your Protected Health Information, and Your rights with respect to such information. If there is any conflict between this Notice and the Notice of Privacy Practices You receive from Your Plan, the terms of the Notice of Privacy Practices You receive from Your Plan applies instead of this Notice.

B. Walrus Health manages and is responsible for the hardware and software platform used to implement the Walrus App, the Walrus Website, the Services and Licensed Content. Your Protected Health Information is created or provided:

- When You are registered for a Walrus Health Account, update Your Account Information, in any communications between You and Walrus Health or between Walrus Health and Your Plan, its administrators and sponsor, and in Walrus Health's records of administrative matters concerning Your Account. This information includes Your contact and payment information, as well as Walrus Health's administrative records for You, and communications between Walrus Health and You, and Walrus Health and Your Plan, its administrators and sponsor. This is referred to as "Account Information."
- In the course of Your use of the Walrus App, the Walrus Website and Services. This information includes the records of Your use of the Walrus App, the Walrus Website and the Services and includes information about Your medications, prescriptions, communications with pharmacies and pharmacists and other health care providers, and related information about Your health and health care. This is referred to as "Care Information."
- In the course of Your transactions and activities using the Walrus Health Solution, Licensed Content and Account Page. This information may include information about devices on which the Walrus App is installed, or from which the Walrus Website is accessed, including operating system, other installed apps, IP addresses, and Internet services and browser used; the Device(s) the Walrus App is used with or Walrus Website is accessed from; activities engaged in when using the Walrus App and Services, including how often the Walrus App or Website are used and Services and Licensed Content is opened, and activity involving those Services and Licensed Content. This is referred to as "Metadata."

C. Your Plan is a "Covered Entity" under a federal health privacy law called "HIPAA," and Walrus Health, as a service provider to Your Plan, is a "Business Associate" of Your Plan under HIPAA. Walrus Health's use and disclosure of Your Protected Health Information is therefore subject to the protections under HIPAA. It is also subject to the terms of a contract between Walrus Health and Your

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Plan called a Business Associate Agreement, which also applies to Walrus Health's use and disclosure of Your Protected Health Information.

1. What Types of Information Does this Notice Cover?

This information covered by this Notice includes the following types of Protected Health Information:

- Account Information.
- Care Information.
- Metadata.

2. Subcontractors and Services Providers.

In the ordinary course of business Walrus Health uses services providers and vendors to perform services or functions on Walrus Health's behalf ("Subcontractors and Services Providers"), which Walrus Health may permit to obtain, create, maintain, use or disclose Your Protected Health Information. Walrus Health will not allow Subcontractors and Services Providers to obtain, create, maintain, use or disclose Your Protected Health Information unless they first sign an agreement to protect Your Protected Health Information and to use and disclose it only as permitted by Walrus Health in that agreement.

3. How Does Walrus Health Use and Disclose Protected Health Information?

The purposes for which Walrus Health may use and disclose Protected Health Information depends upon the type of information, as described below.

a. Account Information.

Walrus Health may use, store, process or transmit Your Account Information as reasonably necessary to administer Your Account, for purposes of Walrus Health's management and administration, and to fulfill Walrus Health's legal responsibilities, subject to specific limitations as provided in HIPAA and the Business Associate Agreement.

Walrus Health may disclose Your Account Information to third parties as follows:

- To Subcontractors and Services Providers to provide services supporting the Walrus App, the Walrus Website and the Services, and to provide administrative and management services to Walrus Heath, subject to HIPAA and the applicable Business Associate Agreement.
- To Your Plan, and Your Plan's administrator and sponsor, for purposes of services to Your Plan, subject to HIPAA and the applicable Business Associate Agreement.
- To other third parties for purposes required by law or otherwise permitted by HIPAA, subject to the applicable Business Associate Agreement.
- Walrus Health will not sell Your Account Information to any third party or use it for marketing purposes without Your prior written permission.

b. Care Information.

Walrus Health may use, store, process or transmit Your Care Information as reasonably necessary to provide You with the Services and Licensed Content.

Walrus Health may disclose Your Care Information to third parties as follows:

- To Subcontractors and Services Providers to provide services supporting the Walrus App, the Walrus Website and the Services, and to provide administrative and management services to Walrus Heath, subject to HIPAA and the applicable Business Associate Agreement.
- To Your Plan, and Your Plan's administrator and sponsor, for purposes of services to Your Plan, subject to HIPAA and the applicable Business Associate Agreement.
- To other third parties for purposes required by law or otherwise permitted by HIPAA, subject to the applicable Business Associate Agreement.

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- Walrus Health will not sell Your Care Information to any third party or use it for marketing purposes without Your prior written permission.

c. Metadata.

Walrus Health may use Metadata as reasonably necessary to administer Your Account, for purposes of Walrus Health's management and administration, and to fulfill Walrus Health's legal responsibilities, to provide You with Services and Licensed Content, to improve the performance of the Walrus App and the Services, and to create records which do not include information which would identify You and is not Protected Health Information subject to this Notice ("Derived Information").

Walrus Health may disclose Your Metadata to third parties as follows:

- To Subcontractors and Services Providers to provide services supporting the Walrus App, the Walrus Website and the Services, and to provide administrative and management services to Walrus Heath, subject to HIPAA and the applicable Business Associate Agreement.
- To Your Plan, and Your Plan's administrator and sponsor, for purposes of services to Your Plan, subject to HIPAA and the applicable Business Associate Agreement.
- To other third parties for purposes required by law or otherwise permitted by HIPAA, subject to the applicable Business Associate Agreement.
- Walrus Health will not sell Your Metadata to any third party or use it for marketing purposes without Your prior written permission.

4. May I Request Access to or a Copy of Walrus Health's Records of My Protected Health Information?

You may request a copy of or access to Your Protected Health Information, which Walrus Health maintains in a designated record set on behalf of Your Plan. Except as noted below, requests for access to Your Protected Information should be directed to Your Plan following the instructions provided in Your Plan's Notice of Privacy Practices.

a. Account Information.

You may access and copy Your Account Information at any time as long as Your account remains active from Your Account Page. Any request for other information must be directed to Your Plan.

b. Care Information.

Any request for Care Information must be directed to Your Plan.

c. Metadata.

Patient Metadata is not part of a Designated Record Set and is not available for copying or access.

5. May I Request the Amendment of Walrus Health's Records of My Protected Health Information?

You may request amendment of Your Protected Health Information, which Walrus Health maintains in a Designated Record Set on behalf of Your Plan. Except as noted below, requests for amendment of Your Protected Information should be directed to Your Plan following the instructions provided in Your Plan's Notice of Privacy Practices.

a. Account Information.

You may amend Your Account Information at any time as long as Your account remains active from Your Account Page. Certain Account Information, such as Your email address and authentication information, may be amended subject to Walrus Health's verification of the amended information.

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Records of Account Information prior to amendment may be maintained by Walrus Health if reasonably necessary for administration of the Services or to ensure Walrus Health is able to fulfill legal obligations.

b. Care Information.

Any request to amend Care Information must be directed to Your Plan.

c. Metadata.

Metadata is not part of a Designated Record Set and is not available for amendment.

6. May I Request an Accounting of Disclosures of Walrus Health's Records of My Protected Health Information?

Requests for an accounting of disclosures of Your Protected Information must be directed to Your Plan following the instructions provided in Your Plan's Notice of Privacy Practices.

7. What Are Walrus Health's Obligations to Maintain the Security of Protected Health Information?

Walrus Health complies with the HIPAA Privacy and Security Rules requirements to implement administrative, technical and physical safeguards to protect Protected Health Information.

8. Retention and Disposal of Protected Health Information.

a. Account Information.

Walrus Health may retain Account Information as reasonably necessary for Walrus Health to provide the Walrus App, Walrus Website and the Services, and to ensure Walrus Health is able to fulfill its legal obligations. Account Information from inactive accounts may be archived and maintained by Walrus Health to ensure it is able to fulfill its legal obligations. The retention of Account Information by Walrus Health is subject to the limitations and protections of HIPAA and Walrus Health's Business Associate Agreement with Your Plan.

You may not request that Your Account Information be deleted or destroyed. Walrus Health will ensure the appropriate destruction of Your Account Information upon Walrus Health's reasonable determination retention is no longer appropriate or if it is no longer permitted under HIPAA and/or the applicable Business Associate Agreement.

b. Care Information.

Walrus Health may retain Care Information as reasonably necessary for Walrus Health to provide the Walrus App, Walrus Website and the Services, and to ensure Walrus Health is able to fulfill its legal obligations. The retention of Care Information by Walrus Health is subject to the limitations and protections of HIPAA and Walrus Health's Business Associate Agreement with Your Plan.

You may not request that Care Information be deleted or destroyed. Walrus Health will ensure the appropriate destruction of Your Care Information as required under HIPAA and/or the applicable Business Associate Agreement.

c. Metadata.

Walrus Health may retain Metadata as reasonably necessary for Walrus Health to provide the Walrus App, Walrus Website and the Services, and to ensure Walrus Health is able to fulfill its legal obligations. The retention of Care Metadata by Walrus Health is subject to the limitations and protections of HIPAA and Walrus Health's Business Associate Agreement with Your Plan.

You may not request that Metadata be deleted or destroyed. Walrus Health will ensure the appropriate destruction of Metadata as required under HIPAA and/or the applicable Business Associate Agreement.

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9. What Are Your Responsibilities?

You are responsible for:

- Providing complete and accurate Account Information and keeping it current, in case Walrus Health needs to notify You with respect to any issue concerning Your Account or Protected Health Information.
- Maintaining Your Device used with the Walrus App or Walrus Website in good working order with all current updates.
- Keeping Your Device physically secure from access by any individual You do not wish to have potential access to Your Protected Health Information.
- Keeping Your Device technically secure by maintaining a robust password or other authentication token, which You do not share with anyone else.
- Notifying Walrus Health immediately if Your password or other authentication token has been obtained by someone else or Your Device has been stolen or lost.
- Maintaining the administrative, physical and technical security of any mobile device or computer You use to access Your Account.

10. Can Walrus Health Change the Terms of this Notice?

Walrus Health reserves the right to change and update this Notice or publish a new notice as appropriate to address legal matters, user preferences, changes in technology, changes to the Walrus App, Walrus Website or Services or Account Page, or other matters affecting Walrus Health's privacy practices, subject to the terms of the EULA. If Walrus Health does change this Notice, Walrus Health will notify You as provided in the EULA.

11. When Does This Notice Apply?

This Notice is effective as of the Effective Date stated above and replaces any prior privacy notices or policies Walrus Health may have published. It will remain in effect until it is replaced by a new or updated Notice published by Walrus Health.

12. Can I Get More Information?

If You have any questions or would like more information about this Notice, please contact Walrus Health at: compliance@walrus.com

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SECOND AMENDMENT TO
CARE COORDINATION AND NAVIGATION SERVICES AGREEMENT
BETWEEN
QUANTUM HEALTH, INC. AND SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA

This Second Amendment dated June 3, 2024 **("Amendment Effective Date"),** to the Care Coordination and Navigation Services Agreement between Quantum Health. Inc. **("Quantum")** and School District of Manatee County, Florida **("Plan Sponsor"),** dated effective as of October 4, 2021 **("Agreement")** is entered into by and between Quantum and Plan Sponsor **(**the **"Second Amendment"**). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

WHEREAS, Quantum and Plan Sponsor desire to amend the Agreement as set forth in this Second Amendment.

NOW, THEREFORE, Quantum and Plan Sponsor in consideration of the mutual promises set forth herein and other good and valuable consideration received by each party from the other. the sufficiency of which is hereby acknowledged, intending to be legally bound, agree to the following:

1. The definition of "*Initial Term*" (located on Page 1) and **Section 6.1. Initial Term** of the Agreement are deleted in their entirety and replaced with the following:

   Section 6.1. Initial Term; Plan Year; and Plan Year Anniversary. This Agreement shall become effective on October 4, 2021 ("**Effective Date**"). This Agreement shall continue until December 31, 2027 unless otherwise terminated pursuant to this Agreement (the "**Initial Term**").

2. **Schedule 2: Fee Schedule; 3. Fee for Each Plan Year During Initial Term** of the Agreement is appended to include the following:

Fees for January 1, 2025 to December 31, 2027	
2025 Plan Year Fee:	$21.17 Per Employee Per Month ("**PEPM**")
2026 Plan Year Fee:	$21.59 PEPM
2027 Plan Year Fee:	$21.81 PEPM
The Fees above are subject to a monthly minimum fee, which is calculated by multiplying the PEPM for the applicable Plan Year by the number of Employees enrolled in the Plan on the first day of the second month of that Plan Year. The monthly minimum fee remains in effect until it is reset in the second month of each Plan Year Anniversary based on the, then current, Fee and Employee count. For example, if a plan starts its plan years on January 1st, then the minimum fee is set and reset on February 1st of each year.	

Except as otherwise modified herein, all other terms and conditions of the Agreement shall continue in full force and effect and are unmodified by this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Effective Date.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA	**QUANTUM HEALTH, INC.**
By:_____	By: Scott Doolittle
Print Name: _____	Print Name: Scott Doolittle
Title:_____	Title: Chief Financial Officer

SCHOOL BOARD OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

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

   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

3. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

5. **INSURANCE:** The Contractor shall furnish the District with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

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

7. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

9. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is

performing services on behalf of District, Contractor shall:

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

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

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

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

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

10. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

11. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

12. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument.

13. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

14. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

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

16. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 11, Termination for Convenience.

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

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

If to Contractor:	Name of firm, Contact Name, Address Curalinc 314 W Superior St, Ste 601, Chicago, IL 60654
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

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

21. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

22. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

23. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District Policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

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

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

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

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

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

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

30. **POSSESSION/USE/UNDER THE INFLUENCES OF MIND-ALTERING SUBSTANCES:** Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from

performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

31. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

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

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

34. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80 Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

35. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number; or by signature and submission of this contract, asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by this statute.

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

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

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

CONTRACTOR E-VERIFY NUMBER: n/a _____

36. **CERTIFICATION REGARDING SCRUTINIZED ACTIVITIES:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

37. **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

38. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

39. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards as may be amended from time to time.

40. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

41. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

Exhibit C- Contractor Affidavit Regarding the Use of Coercion for Labor and Services

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CURALINC CONTRACTOR/COMPANY NAME	314 W Superior St, Ste 601, Chicago, IL 60654 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

 11/26/2024			
Contractor	Date	Deputy Superintendent (up to $49,999.99)	Date
School Principal	Date	Superintendent (up to $99,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $100,000.00)	Date
Director of Purchasing (up to $24,999.99)	Date		

Exhibit A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

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

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

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

Exhibit B
Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

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

D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."200.322 Domestic preferences for procurements.

Exhibit C

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: CuraLinc LLC

Address: 314 W Superior St, Ste 601, Chicago, IL 60654

Phone Number: 224-534-2900

Authorized Representative's Name: Sean Fogarty

Authorized Representative's Title: President

Email Address: info@curalinc.com

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

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

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

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



Signature of Authorized Representative

Employee Assistance Program (EAP) Services Agreement

THIS AGREEMENT is made and entered into on ***October 3, 2024*** by and between ***School District Of Manatee County***, a Florida corporation (herein after referred to as Company), located at 215 Manatee Ave. W, Bradenton, FL 34205, and CuraLinc, LLC, otherwise known as CuraLinc Healthcare, an Illinois corporation (herein after referred to as CuraLinc), located at 314 W. Superior St., Suite 601, Chicago, IL 60654. The parties of this Agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. CONTRACT TERM

The Initial Term of this Agreement shall commence on ***January 1, 2025*** (the "Effective Date") and continue through ***December 31, 2027***. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms, unless either party has notified the other in writing of its intention not to renew this Agreement at least 90 days prior to the anniversary.

Notwithstanding the foregoing, Company shall have the right to terminate this Agreement at any time prior to ***December 31, 2027*** (the "Early Termination Option") provided that on the date that Company delivers written notice of its election to exercise its Early Termination Option, no Event of Default exists, and no condition exists which, with the giving of notice or the passage of time, or both, would constitute an Event of Default. Company will exercise the Early Termination Option by delivering written notice to CuraLinc no less than 90 days prior to the date upon which the early termination shall occur. Failure by Company to deliver such written notice will constitute a failure by Company to exercise its termination option. Further, if Company elects to terminate this Agreement within twelve months of the Effective Date, Company shall pay to CuraLinc an early termination fee in an amount equal to the fees for the first three (3) months of the Program.

II. DEFINITIONS

The following definitions apply to this Agreement:

1. **"Agreement"** means the contents of this document in full, including attachments incorporated herein by reference.

2. **"Allocation Value"** applies to Company's bank of onsite CISM, Topical Training and Benefit Training hours and refers to a reduction of said hours if a notice to cancel is not provided to CuraLinc within 48 hours of the event.

3. **"Assessment"** refers to an element of the intake into the Program that includes a telephonic evaluation of the CIEBD's Presenting Issue(s).

4. **"Benefit Training"** consists of an Orientation Meeting(s) to describe the Program to CIEBDs.

5. **"Benefits"** means the services to which CIEBD's are entitled under the Employee Assistance Program Services Agreement.

6. **"Covered Employee(s)" ("CE")** refers to benefit-eligible employees of the Company.

7. **"Covered Individuals and Eligible Beneficiaries/Dependents" ("CIEBD")** refers to benefit-eligible employees of the Company and their family members who are eligible for the services described herein. Eligible Beneficiaries/Dependents include, but are not limited to, spouses, domestic partners and children, up to age 26.

8. **"Covered Services"** means the services described in this Agreement. Any services not explicitly set forth in this Agreement are not included as part of this Agreement.

9. **"Critical Incident(s)"** refers a traumatic event that occurs at the workplace or to a crisis that negatively impacts the

workforce.

10. **"Critical Incident Stress Management Services" ("CISM")** will be provided for Critical Incidents. These services will be handled face-to-face, whenever possible, or telephonically, when a face-to-face appointment cannot be arranged.

11. **"Distance Counseling"** refers to a Short-Term Counseling or Sub-Clinical Coaching approach that takes the best practices of traditional counseling and adapts them for delivery to clients via electronic means in order to maximize the use of technology-assisted counseling techniques.

12. **"EAP Provider"** refers to the licensed mental health professionals employed by, or under contract with, CuraLinc to provide services to CIEBDs.

13. **"Employee Assistance Program" ("EAP" or "Program")** An EAP is a service for CIEBDs to provide confidential assessments, Short-Term Counseling or Sub-Clinical Coaching and referrals to address their Presenting Issue(s).

14. **"Employee Count"** refers to the number of Covered Employees eligible for EAP services.

15. **"Event of Default"** refers to delinquent or non-payment of the fees outlined in this Agreement.

16. **"Fee for Service"** entails invoicing and payment for non-Agreement services on a mutually agreed upon hourly rate.

17. **"Initial Term"** refers to the first time period covered under this Agreement, at the end of which the Agreement will either terminate or be renewed.

18. **"Limitation"** means the maximum number of sessions available to a CIEBD per separate Presenting Issue brought to the Program.

19. **"Mental Health Navigator"** refers to a web and mobile tool that guides CIEBDs to a personalized set of resources within the Program.

20. **"Plan Implementation"** means the tasks required by the Company and CuraLinc in order to implement the services covered within this Agreement.

21. **"Presenting Issue"** means the problem or concern for the CIEBD to receive assistance through the Program. These include, but are not limited to clinical and sub-clinical issues, such as: family and marital problems; relationship problems; substance abuse; emotional distress; depression; anxiety; grief and loss; domestic and workplace violence; general emotional fitness; meditation; mindfulness; sleep fitness; and legal and financial concerns.

22. **"Short-Term Counseling"** refers to a series of counseling sessions available under the Program. Short-Term Counseling sessions are intended to be applied to clinical Presenting Issue(s) in which the EAP Provider believes can be reasonably and appropriately resolved within the Program.

23. **"Sub-Clinical Coaching"** refers to a series of emotional fitness coaching sessions available within the Program. Sub-Clinical Coaching sessions are intended to be applied for CIEBDs with Presenting Issue(s) that do not indicate an existing mental health problem or concern.

24. **"SupportLinc"** is the brand name for the Employee Assistance Program (EAP) offered by CuraLinc.

25. **"Textcoach®"** refers to a technology-based forum that allows CIEBDs to confidentially and securely exchange text messages, voice notes and resources with an EAP Provider.

26. "Topical Training" refers training provided to supervisors, managers and staff of the Company about issues related to the workplace, to include stress management, communication, identification and referral of employee problems.

27. "Work/Life Services" refers to information concerning local community and/or professional resources for dependent care (parenting, childcare, aging, eldercare, education, etc.), legal and financial concerns. Work/Life Services do not include Short-Term Counseling or Sub-Clinical Coaching.

III. SERVICES PROVIDED BY CURALINC

CuraLinc hereby agrees to perform or assist in the performance of the following services for Company.

1. Provide on-going consultation for the Company's EAP, to include the overall design, development, implementation and management of the Program.

2. Provide telephonic access to the Program 24 hours per day, seven days per week, 365 days per year.

3. Provide an intake Assessment including, but not limited to: gathering psychosocial history; identifying Presenting Issue(s), evaluating treatment and substance abuse history; completing a risk profile for the CIEBD; and developing the appropriate care plan.

a. If the Presenting Issue(s) can be resolved within the framework of the EAP model, CuraLinc will provide clinical consultation and individual case management to CIEBDs, which will include:

i. In-the-moment support and, if necessary, immediate crisis counseling.

ii. Short-Term Counseling or Sub-Clinical Coaching.

1. Referral for up to ***five (5) sessions*** per Presenting Issue (the Limitation).

2. At the CIEBD's discretion, the aforementioned sessions may be delivered either in-person or via Distance Counseling.

iii. Post-case referral to an appropriate professional or helping agency, when appropriate.

iv. Follow-up on each case to determine success of the rehabilitation process or need for further assistance.

b. If the initial Assessment reveals that treatment is required beyond the scope of the EAP, CuraLinc will provide the CIEBD with appropriate referrals for providers or facilities that are in the CIEBD's community or benefit plan network.

i. CuraLinc will verify the CIEBD's eligibility.

ii. CuraLinc will educate the CIEBD regarding the upcoming sequence of events.

iii. CuraLinc will give the CIEBD names and contact information of in-network providers or facilities that are appropriate for his/her condition.

4. Assist in the internal promotion of the Program, including the development of an engagement strategy, which may include the preparation and delivery of posters, flyers, wallet cards, introductory letters, electronic messages and newsletters.

5. Provide activity reports that include aggregated trends and utilization from the Program, but do not include information about individual CIEBD participants.

6. Create and provide an EAP web platform customized for Company that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mental Health Navigator and online educational and training seminars.

7. Create and provide an EAP mobile platform customized for Company that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mental Health Navigator and online educational and training seminars.

8. Provide Work/Life Services as described below:

a. Legal Consultation: Each CIEBD is entitled to Telephonic Legal Services and In-Person Legal Services as described below at no cost. All additional costs following the consultation will be identified by the attorney in the retainer agreement, which must be agreed to in advance by the CIEBD, who is solely responsible for payment for services delivered beyond the scope of the Program. Excluded services are any matters involving current or prior work-related issues of the eligible employee or dependents, or any issues related to Company. Legal content is also available on the Program's web or mobile portals.

i. Telephonic Legal Consultation: CuraLinc will provide the CIEBD with one thirty-minute telephonic consultation from an attorney who: has been licensed to practice law in the forum state for at least ten (10) years; has no public record of non-administrative discipline within the last ten (10) years; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment. The attorney shall provide, via telephone and at no cost to the CIEBD, up to thirty minutes of time to answer general questions of law according to the applicable state law.

ii. In-Person Legal Consultation: CuraLinc will provide the CIEBD with one thirty-minute office consultation from an attorney or law firm that: is duly licensed to practice law in the CIEBD's forum state; has a managing or operating partner with a minimum of five (5) years' experience from the date admitted to the bar of the forum state; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment.

b. Financial Consultation: Each CIEBD is entitled to consultation with financial counselor or budget specialist who can address questions on all matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, bankruptcy prevention, financial goal-setting, estate/financial planning, identity theft recovery and credit report review. Brief consultations without an appointment are available any weekday, Monday through Friday, or for up to an hour by appointment. In appropriate circumstances, a referral to non-profit service provider(s) may be suggested to further address the CIEBD's need. Financial content is also available on the Program's web or mobile portals.

c. Child Care Resource and Referral Services – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the CIEBD. The delivery of the aforementioned materials is to be provided to CIEBD by

CuraLinc and/or available through the Program's web or mobile portals.

d. Elder Care Resource and Referral Services – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the CIEBD. The delivery of the aforementioned materials is to be provided to CIEBD by CuraLinc and/or available through the Program's web or mobile portals.

e. Convenience Resource and Referral Services – Each CIEBD is entitled to unlimited telephone consultation on enhanced services/convenience services that include, but are not limited to, diet and nutrition, smoking cessation, clubs/associations, kennels/pet care, relocation services, home repair, automobile services, etc. Costs associated with membership and retention of services will be the sole responsibility of the CIEBD.

9. Training and Critical Incident Stress Management Services as described below:

a. Training – CuraLinc provides a comprehensive array of customized workshops and personal development modules designed to make employees more effective and to amplify the availability of the Program. CuraLinc will provide onsite or virtual Topical or Benefit Training sessions to CEs, selected from the most current version of CuraLinc's training catalog.

b. Critical Incident Stress Management – Incidents such as workplace violence, robbery, a natural disaster, suicide or a workplace accident can leave employees shocked, distracted and unable to perform their job effectively. Even non-violent acts, such as the natural death of an employee, spouse or child, can be temporarily debilitating. CISM services are offered to CEs following these traumatic events.

i. **Level I (Referral)**: CuraLinc will provide unlimited telephonic consultation to Company and to CEs, as well as distribution of educational materials and program flyers for all impacted CEs. CEs (and, if applicable, family members) have around-the-clock access to the Program for in-the-moment support, if necessary. ***Level I responses, which do not include onsite resources, are included on an unlimited basis at no additional cost.***

ii. **Level II (Onsite Response)**: CuraLinc will provide all services included in a Level I response, plus the coordination and delivery of onsite CISM services in the workplace. The purpose of onsite CISM services is to provide impacted CEs (and, if applicable, family members) with an opportunity to discuss their reactions to the event, to provide education and coping skills for managing reactions, and to assist CIEBDs who need additional services with linkage to the most appropriate resources, including the EAP. Onsite Critical Incident Stress Management may be delivered individually or in a group setting. CuraLinc will provide consultation regarding the most clinically appropriate timing, location and modality of services, based on the nature of the event. A written response plan, which outlines the goals and objectives for the response, as well as the plan for follow-up, is provided for all Level II Onsite Response services.

c. CuraLinc will provide Company with a bank of ***fifty (50) hours*** of Topical or Benefit Training, or Level II CISM services, per calendar year at no additional cost. ***At additional cost to Company and only at Company's request***, additional in-person Topical or Benefit Training, or Level II CISM services, are available for $245.00 per hour.

i. Additional fees may apply if a Topical or Benefit Training session is not scheduled with CuraLinc at least 45 days before the event.

ii. Company will be responsible for the Allocation Value or cost of a Topical or Benefit Training

session, or a Level II CISM response, if a notice to cancel is not provided to CuraLinc within 48 hours of the event.

iii. If the number of CEs covered by the Program changes by twenty percent (20%) or more from the Employee Count referenced in Appendix A, CuraLinc reserves the right to adjust the aforementioned bank of hours with thirty (30) days' notice to Company.

10. ***At additional cost to Company and only at Company's request***, any additional onsite services will be provided for $245.00 per hour.

IV. WARRANTIES AND REPRESENTATIONS

CuraLinc represents and warrants that: (i) CuraLinc is and will remain a company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) those providing Covered Services on CuraLinc's behalf (including, but not limited to, employees and permitted subcontractors) shall have the proper skill, training and experience to provide Covered Services, and must be subject to binding written confidentiality agreements with CuraLinc under which they shall hold Company's confidential information and CIEBD's Personal Health Information (PHI) in strict confidence; and (iii) CuraLinc will perform all Covered Services with requisite care, skill and diligence, in accordance with all applicable laws, rules, regulations, orders and industry best standards. These warranties are in lieu of all other warranties, including all warranties or merchantability, fitness for particular purpose or other warranties, express or implied.

V. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party harmless from and against any loss or damage (including reasonable attorneys' fees) to the extent incurred in connection with any actions or claims made or brought by a third party against the indemnified party alleging: (i) negligence, recklessness or willful misconduct on the part of the indemnifying party; (ii) the failure of the indemnifying party to comply with applicable laws, rules or regulations; or (iii) any breach of this Agreement by the indemnifying party.

The indemnified party shall give prompt written notice of any such claim to the indemnifying party, give the indemnifying party the opportunity to solely control, defend and resolve such claim and provide reasonable information and assistance to the defense and resolution such claim. This section shall survive any expiration or termination of this Agreement.

VI. PAYMENT

In Consideration for the above-mentioned services, Company agrees to pay CuraLinc a sum of ***ninety-three cents ($0.93)*** per Covered Employee per month. The initial payment will be based on the Employee Count referenced in Appendix A. For subsequent payments, Company will provide CuraLinc with an updated Employee Count on a quarterly basis.

If, at any time, the number of Covered Employees eligible for the Program varies from the Employee Count referenced in Appendix A by twenty percent (20%) or more, CuraLinc reserves the right to adjust the aforementioned price for the Program with thirty (30) days' notice to Company. Notwithstanding the foregoing, ***the aforementioned price(s) will be guaranteed to the Company until December 31, 2027.***

The Program will be invoiced on a quarterly basis, thirty (30) days in advance of the first day of the quarter. The fee for the Program shall be calculated based upon the number of Covered Employees designated as eligible as of the start of each period. Payment is due by the first day of the billing period. A finance charge of 2.0% of unpaid invoices will be assessed each month for any amounts that are not the subject of a good faith dispute and are unpaid past the due date. If this Agreement terminates for any reason prior to the expiration of a period for which Company has paid the

aforementioned fees, then CuraLinc shall refund to Company that portion of the fees that relate to the unexpired portion of the period.

VII. ADDITIONAL TERMS AND CONDITIONS

1. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, oral or written, with respect to the subject matter of this Agreement. No change, modification, addition or amendment of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

2. **Severability.** To the extent that any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

3. **Headings.** The headings and captions of this Agreement have been included solely for convenience of reference and shall in no way define, limit or describe any of the provisions of this Agreement.

4. **Intellectual Property**. The Covered Services and all other materials provided by CuraLinc hereunder, including, but not limited to, all manuals, reports, records, programs, data and other materials, and all intellectual property rights in each of the foregoing, are the exclusive property of CuraLinc and its suppliers. The trademarks, service marks, logos and product and service names of CuraLinc are trademarks of CuraLinc (the "CuraLinc Marks"). Company agrees not to display or use the CuraLinc Marks in any manner inconsistent with the purpose and intent of this Agreement.

5. **Eligibility**. Company agrees that it will not knowingly permit any ineligible party to use the Covered Services, other than users authorized by CuraLinc.

6. **Jurisdiction and Choice of Law**. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Illinois without regard to conflicts of laws provisions thereof.

7. **Waiver**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, or prevent such party thereafter from enforcing such provision or any other provision of this Agreement.

8. **Attorneys' Fees**. If any legal action, arbitration, or any other proceeding is brought for the interpretation or enforcement of this Agreement because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' and accounting fees and costs incurred in such proceeding, together with any other relief to which the prevailing party may be entitled.

9. **Notice**. Proper notice to each party as often required by this Agreement means delivery by U.S. mail or by facsimile. Delivery is considered to be made on the date that such correspondence is placed in the postbox and addressed to the party on the address set forth on the first page of this Agreement in the case of U.S. Mail, or as of the date of transmission in the case of facsimile.

10. **No Presumption Against Drafting Party**. This Agreement shall not be construed or interpreted for or against either Party because said Party drafted any of its provisions.

11. **Assignability**. This Agreement may be assigned by CuraLinc with written notice to Company, but in no case shall assignment change the terms of the Agreement. The Agreement shall be binding upon the Company's heirs, successors and assigns.

12. **Confidentiality of Terms**. Company agrees not to disclose the contents of this Agreement to any other person or

entity without first receiving express written consent of CuraLinc. This Agreement shall not be filed with any court and shall remain confidential except in an action to enforce or for breach of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement between Company and CuraLinc on the day and year first above written.

School District Of Manatee County

By: _____

Its:

_____
Date

CuraLinc, LLC (d.b.a. CuraLinc Healthcare)

By: _____
Sean Fogarty

Its: President and Chief Executive Officer

November 13, 2024
Date

APPENDIX A
COVERED EMPLOYEE HEADCOUNT

As of the Effective Date, the number of Covered Employees eligible for the Program (the "Employee Count") is as follows:

United States: 5,921

APPENDIX B
PERFORMANCE GUARANTEES

All performance guarantees and fees at risk listed herein are measured and remitted based on total annual U.S. results only, which are provided within 45 days after the close of the contract year.

Guarantee Category	Guarantee Criteria	Measurement Criteria	% of Fees at Risk
Implementation	SDMC will indicate satisfaction with the EAP installation process.	• Year one only. • Parties to agree on milestones that define success as well as satisfaction scoring tool during initial implementation meetings. • CuraLinc not responsible for delays associated with SDMC-driven deliverables or decisions. • One-time assessment from SDMC plan sponsor(s), six months after the effective date for the program.	2% Fees at Risk
Customer Service/ Speed to Answer	95% of all calls into the EAP will be answered within 30 seconds or less.	Based on data produced from CuraLinc's phone system.	2% Fees at Risk
Customer Service/ Abandonment Rate	A maximum of 5% of calls into the EAP will not be abandoned within a given year.	Based on data produced from CuraLinc's phone system for SDMC's dedicated SupportLinc phone number.	2% Fees at Risk
Speed to Care (Routine)	95% of participants will be offered in-person or virtual counseling within 72 hours of the initial request.	Based on speed to care metrics as documented within CuraLinc's case management system.	1% Fees at Risk
Speed to Care (Emergency)	100% of participants with an emergent need will be offered in-person or virtual counseling within six hours.	Based on speed to care metrics as documented within CuraLinc's case management system.	1% Fees at Risk

Speed to Care (Urgent)	99% of participants with an urgent need will be offered in-person or virtual counseling within twenty-four hours.	Based on speed to care metrics as documented within CuraLinc's case management system.	1% Fees at Risk
Satisfaction/ Member	90% of SDMC covered members will indicate satisfaction with the EAP.	Based on a minimum 10% return rate of surveys.	2% Fees at Risk
Outcomes / Case Resolution	92% of SDMC EAP participants will have their presenting issue resolved within the program given a 5 session model.	Based on annual measurement of SDMC participant case resolution data and a minimum 5 session model.	2% Fees at Risk
Provider Mapping	100% of participants will be referred to a provider with confirmed appointment availability.	Based on provider referral data as documented within CuraLinc's case management system.	1% Fees at Risk
Report Delivery	Quarterly EAP utilization reports will be delivered within 31 days of the end of each period.	Based on date of quarterly report delivery. PG measured annually.	1% Fees at Risk

Data Security	Vendor guarantees that it will not disclose Personal Data to any other third party, nor transfer the Personal Data to any third party, without the prior written consent of Client.	Supplier will commit zero (0) of such unauthorized disclosures during any contract year.	1% Fees at Risk

AGENDA ITEM NO. 11.25

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval to Renew Purchase of Stop Loss Insurance, SDMC No. 25-80085, Not to Exceed $445,677.00 (Health Insurance Fund)

Executive Summary
The School District of Manatee County (District) carries Individual Stop Loss Insurance as protection against large catastrophic health care claims, which include medical and pharmacy, by capping the amount paid by the District's Health Fund per claim. This insurance pays all claims in excess of the "attachment point" for the coverage.

The Health Insurance Committee has determined that contracting with Granular Insurance Company at this time will benefit the Health Plan. The Granular Insurance Company contract and policy are valid for the term of January 1, 2025 through December 31, 2025.

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 contract period.

Historical Expenditures:
2024-2025 YTD-$258,664.77
2023-2024-$285,152.36
2022-2023-$285,000.00

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 to renew purchase of Stop Loss Insurance, SDMC No. 25-80085, Not to Exceed $445,677.00 (Health Insurance Fund).

Financial Impact
The cost to implement this agenda item will not exceed $445,677.00. The funding source for this expenditure is the Health Insurance fund and is included in the Benefits Department budget for 2024-2025.

Contact
Submitting Departments: Benefits
Initiated By: Richard Bailey

Attachments:
2025_Renewal_Presentation_SDMC_FINAL

School District of Manatee County

Stop Loss Reinsurance Renewal

January 1, 2025 – December 31, 2025



FFIB

First Florida Insurance Brokers

A BALLATOR COMPANY

Creating Unique Risk Solutions

John D. Orebaugh
President

First Florida Insurance Brokers
100 S. Ashley Drive
Suite 250
Tampa, FL 33602

813-902-3502 – phone
813-223-3932 – fax

Presented: October 30,2024

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MARKET RESPONSE

Group: School District of Manatee County
Location: West Bradenton, FL 34205
Effective Date: January 1, 2024
Coverage: Medical/Rx
Specific Deductible: $1,000,000

Carrier	Financial Rating	Status	Remarks
Granular Ins Co (Incumbent)	**A- (Excellent)**	**Quoted**	**Proposed +40% above current (FIRM)**
One80/Vista	A+ (Superior)	Pending	
Symetra	A (Excellent)	Declined	Uncompetitive
Berkley	A+ (Superior)	Declined	Uncompetitive (+50%)
ClearPoint Health (Captives)		Declined	Uncompetitive (+40%)
ISU	A+ (Superior)	Declined	Uncompetitive (+100%)
IOA Re	A (Excellent)	Declined	Uncompetitive, ISL over $500k
Liberty Mutual	A (Excellent)	Declined	Based on underwriting guidelines
Optum	A (Excellent)	Declined	Uncompetitive
Tokio Marine HCC Life	A++ (Superior)	Declined	Large ongoing claims
Voya Financial	A (Excellent)	Declined	Uncompetitive on million-dollar ISL
AccuRisk	A+ (Superior)	Not Submitted	Based on underwriting requirement
Anthem Blue Cross	A (Excellent)	Not Submitted	Based on premium requirement
Crum and Forster	A (Excellent)	Not Submitted	Based on underwriting requirement
Evolution Risk Partners	A (Excellent)	Not Submitted	Based on SSL requirement (over $500k)

PRIOR HIGH COST CLAIMANTS

High Cost Claimants

School District of Manatee County

Specific Contract Terms

Incurred: On or before 12/31/2023
Paid: 01/01/2023 - 12/31/2023

Relationship	Most Costly ICD-9 Diagnosis	Current Status	MARA Risk Score	% of Individual Stop Loss	Medical/Rx Claims Paid	Over Spec Amount	Amount Reimbursed
Employee	Cancer	Active	22.29	76.3%	$763,185		
Spouse	Gastrointestinal Disorders	Active	40.3	85.5%	$855,071		
Employee	Gastrointestinal Disorders	Active	64.23	54.9%	$548,630		
Child	Pregnancy Related	Active	8.66	51.4%	$513,843		
Employee	Cancer	Active	50.04	76.9%	$769,280		
Employee	Cancer	Active	17.91	53.2%	$532,300		
Totals					**$3,982,308**	**$0**	**$0**

CURRENT HIGH COST CLAIMANTS

High Cost Claimants
School District of Manatee County

Specific Contract Terms

Incurred: On or before 12/31/2024

Paid: 01/01/2024 - 12/31/2024 (Paid through 9/30/2024)

Relationship	Most Costly ICD-9 Diagnosis	Current Status	MARA Risk Score	% of Individual Stop Loss	Medical/Rx Claims Paid	Over Spec Amount	Amount Reimbursed
CH	EPIDERMOLYSIS BULLOSA DYSTROPHICA	Active	18.93	62.7%	$626,993	$0	
EE	ENCOUNTER FOR ANTINEOPLASTIC CHEMOTHERAPY	Active	43.93	149.0%	$1,489,798	$489,798	$483,233
Totals					**$2,116,792**	**$489,798**	**$483,233**

RENEWAL

School District of Manatee County
Stop Loss Renewal & Marketing
January 1, 2025

STOP LOSS COVERAGE	Current	Renewal Opt 1	Renewal Opt 2	Renewal Opt 3
		FIRM until 11/8	FIRM until 11/8	FIRM until 11/8
Carrier / Market	Granular	Granular	Granular	Granular
Administrator	Meritain Health	Meritain Health	Meritain Health	Meritain Health
Medical/Rx Network	Aetna/Ventegra	Aetna/Ventegra	Aetna/Ventegra	Aetna/Ventegra
SPECIFIC COVERAGE				
Specific Deductible	$1,000,000	$1,000,000	$900,000	$1,100,000
Contract Basis	PAID	PAID	PAID	PAID
Maximum Annual Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Covered Expense	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Rates Include Advanced Funding Option	Yes	Yes	Yes	Yes
Rates Include No New Laser/Renewal Rate Cap	Yes w 40% RC	Yes w 50% RC	Yes w 50% RC	Yes w 50% RC
Specific Premium				
EE Specific Rate (2641)	$2.94	$4.12	$4.84	$3.42
EF Specific Rate (1634)	$11.48	$16.07	$18.88	$13.33
Composite (4275)	$6.20	$8.69	$10.21	$7.21
Specific Annual Premium	$318,274	$445,672	$523,588	$369,761
% Increase/Decrease over Current		40.0%	64.5%	16.2%
$ Increase/Decrease over Current		$127,397	$205,314	$51,487
Total Annual Premium (Fixed Costs)	$318,274	$445,672	$523,588	$369,761
% Increase/Decrease over Current		40%	65%	16%
$ Increase/Decrease over Current		$127,397	$205,314	$51,487

OVERALL COST SUMMARY	Current	Renewal Opt 1	Renewal Opt 2	Renewal Opt 3
Total Annual Fixed Cost	$318,274	$445,672	$523,588	$369,761
Maximum Employer Liability	$318,274	$445,672	$523,588	$369,761
% Increase/Decrease over Current		40%	65%	16%
$ Increase/Decrease over Current		$127,397	$205,314	$51,487

EXPECTED CLAIMS FREQUENCY

EXPECTED NUMBER OF CLAIMS BY SIZE OF CLAIM AND EMPLOYER

No. of EEs	No. of Members	250,000	300,000	350,000	400,000	500,000	600,000	750,000	1,000,000
2,000	4,046	5.6	4.5	3.4	2.5	1.4	1.1	0.5	0.2
2,200	4,451	6.2	5.0	3.8	2.7	1.6	1.2	0.6	0.2
2,400	4,856	6.7	5.5	4.1	3.0	1.7	1.3	0.6	0.2
2,600	5,260	7.3	5.9	4.5	3.2	1.9	1.4	0.7	0.2
2,800	5,665	7.8	6.4	4.8	3.5	2.0	1.5	0.7	0.2
3,000	6,070	8.4	6.8	5.2	3.7	2.1	1.6	0.8	0.3
4,000	8,093	11.2	9.1	6.9	5.0	2.9	2.2	1.0	0.3
5,000	10,116	14.0	11.4	8.6	6.2	3.6	2.7	1.3	0.4
6,000	12,139	16.8	13.6	10.3	7.4	4.3	3.3	1.6	0.5
7,000	14,162	19.6	15.9	12.1	8.7	5.0	3.8	1.8	0.6
8,000	16,186	22.4	18.2	13.8	9.9	5.7	4.4	2.1	0.7
9,000	18,209	25.2	20.4	15.5	11.2	6.4	4.9	2.3	0.8
10,000	20,232	28.0	22.7	17.2	12.4	7.1	5.5	2.6	0.9

QUALIFICATIONS & CONTINGENCIES

Granular Insurance - Proposal Qualifications & Contingencies

- **Quoted rates are binding until 11/8/2024.**
- **Quoted rates include the following:**
  - **5% APSLC Fee**
  - **Plan Mirroring**
  - **50% Renewal Rate Cap**
  - **No New Lasers**
  - **This proposal assumes cell and gene therapy are reimbursed at the same as the group deductible.**
- Rates and Factors subject to attached Qualifications and Contingencies and Plan Document Assumptions.
- All claims are reported/paid in U.S. dollars.
- The proposal is based on data provided. The proposal may be modified if data changes or under other conditions as specified in this document.
- This proposal is based on the continuation of the current plan(s) of benefits.
- If the number of covered employees or the percentage of family participants change by more than 15% this proposal may be revised.
- If this proposal includes an offer of aggregate coverage, the monthly aggregate factor cannot be finalized more than 90 days from the effective
- Advance Funding is included.
- Retirees are covered under the Granular Insurance Policy. It is the responsibility of the employer to identify to Granular Insurance all retirees to be covered under the Granular Insurance Policy. If a group does not have retirees, their rate will not be impacted.
- This proposal is valid only if presented by a licensed insurance agent or broker who is appointed by Granular Insurance Company.
- The agent/broker does not have the authority to bind or modify the terms of his offer without prior approval of Granular.
- We require notification 30 days prior to the acquisition date of any employer completed merger or acquisition. Underwriting servers the right to modify coverage terms when a new division is added or deleted from coverage or when plan and/or network changes occur.
- Granular agrees to accept for claims reimbursement the employer's plan document.
- If the aggregate is quoted, then the minimum annual aggregate total is 90% of the first month's enrollment times monthly aggregate attachment

DISCLAIMER & NON-DISCLOSURE NOTICE

The information, materials, calculations, totals and analyses contained in and on these pages (and throughout this worksheet and workbook) are general in nature and are subject to change. These materials/calculations and analyses are not meant to replace any professional legal, actuarial, or accounting services. You may wish to consult your actuary, accountant, or attorney for specific advice as to how this information may apply to your situation.

This presentation/proposal and any attachments are the confidential work-product for a specific client of Keenan, an AssuredPartners company. It is covered by the terms and conditions in our Mutual Non-Disclosure Agreement with our client and may not be shared with anyone that is not an employee of the Client and/or the Client's legal counsel. No other third parties may receive, review of discuss the content of this presentation/proposal or any of the attachments. This is for Client's sole consideration, discussion and/or implementation.

Other Compensation
Keenan / Accretive / AssuredPartners Stop Loss Coalition may earn additional compensation from any of the above referenced insurers, vendors or third parties. This additional compensation is contingent on numerous factors including the overall number of employer plans and/or employee participants in plans we have placed with a carrier, plan retention rates and premium growth and is typically calculated at year end. Historically, these contingent commissions have ranged between 0-10 percent of the collective premiums for all clients we have placed with a carrier.

granular

Traditional Stop Loss Proposal

Presented to:

Release Date:

11.22.2024

Validity Date:

12.13.2024

Effective Date:

01.01.2025

granular

Why Granular

Introducing **Granular Insurance**, a risk platform to help employers, health care providers, and other stakeholders manage risks, costs, and achieve better outcomes.

granular

Why Granular

Granular Insurance provides intelligent employer benefit risk sharing through data-driven insights and predictive analytics.

Founded in 2020, Granular offers a unique precision risk protection program for self-insured employers.

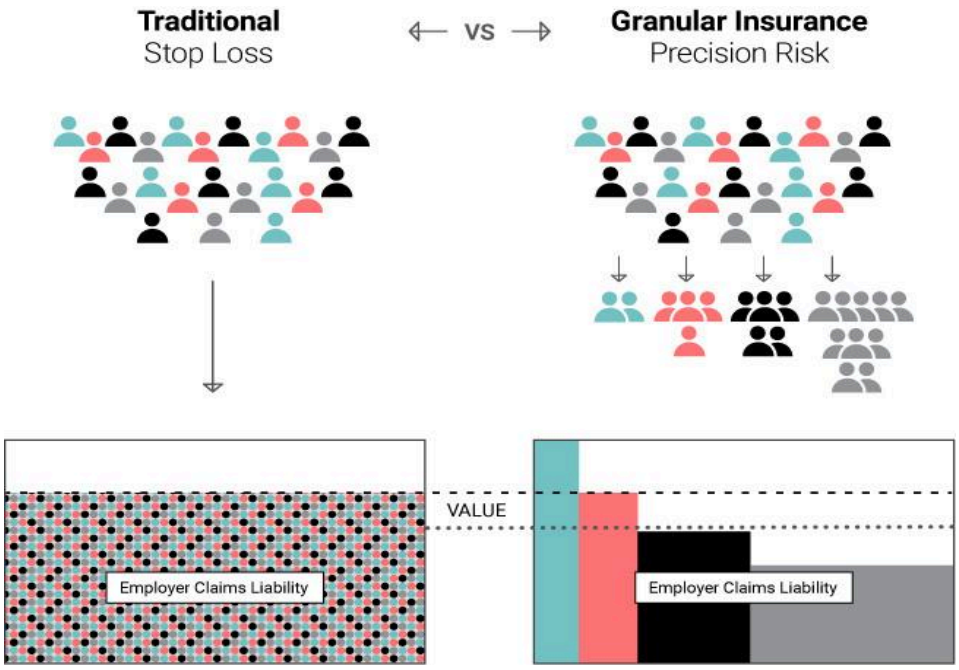
Granular uses an intelligent framework to better protect self-funded employers from the increasing volatility of a workforce with diverse health related needs.

This model correlates varying workforce populations with more structured protections, and provides incentives for new patient-facing preventive and proactive care-related engagement.

Granular's **Precision Risk** solutions can be easily deployed within existing self-funded larger employer benefit programs seeking to better align incentives, and support the gradual shift toward value-based care.

granular

Restructuring Risk



- **Traditional** stop-loss models provide **a single deductible** for each employer.
- Granular's **Precision Risk** model assigns each member to one of **22 deductibles** ranging from $20,000 to $1 million based on risk segmentation.
- Granular's **Precision Risk** model **reduces volatility** and provides more consistent value from year to year.
- Segmenting members into precision risk categories provides **better analytics** for plan design and care management decisions.

Details

Company Name

School District of Manatee County

Address

215 Manatee Avenue
West Bradenton, FL 34205

State of Issue

FL

Named Subsidiaries

Industry

8211 - Elementary and Secondary Schools

TPA(s)

Meritain

The Medical Network

Ventegra

Pharmacy Benefit Manager

Ventegra

granular

Rate Sheet

Granular Stop Loss Contract Option

School District of Manatee County Firm 1/1/25 Renewal

OVERALL COST SUMMARY	Current	Renewal -As Is	Option 2	Option 3
Coverages	Medical, Rx	Medical, Rx	Medical, Rx	Medical, Rx
Coverage Months	12	12	12	12
INDIVIDUAL EXCESS LOSS COVERAGE				
Specific Annual Attachment Point per Individual	$1,000,000	**$1,000,000**	**$900,000**	**$1,100,000**
Specific Contract Term	Paid	Paid	Paid	Paid
Specific Annual Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Reimbursement	Unlimited	Unlimited	Unlimited	Unlimited
Specific Payable Percentage	100%	100%	100%	100%
Aggregating Specific Deductible	$0	$0	$0	$0
Rates Include Terminal Liability Option	No	No	No	No
Rates Include Advanced Funding Option	Yes	Yes	Yes	Yes
Employee Specific Rate	**$2.94**	**$4.12**	**$4.84**	**$3.42**
Employee + Family Specific Rate	**$11.48**	**$16.07**	**$18.88**	**$13.33**
Specific Rate Increase %		**40.0%**	**64.5%**	**16.2%**
Number of Employees	*2645*	*2645*	*2645*	*2645*
Number of Employees + Family	*1633*	*1633*	*1633*	*1633*
Estimated Policy Period Specific Premium	**$318,278**	**$445,677**	**$523,594**	**$369,765**

Quoted rates are firm and binding until December 13, 2024

Quoted rates include the following:

5% commission to FFIB
5% APSLC Fee
$1.10 PEPM Meritain Fee
Plan Mirroring
50% Renewal Rate Cap
No New Lasers
This proposal assumes cell and gene therapy are reimbursed at the same as the group deductible

Assumptions

Rates and Factors subject to attached Qualifications and
Contingencies and Plan Document Assumptions

All claims are reported/paid in U.S. dollars.

The proposal is based on the data provided. The proposal may be modified if data changes or under other conditions as specified in this document.

This proposal is based on the continuation of the current plan(s) of benefits.

If the number of covered employees or the percentage of family participants change by more than 15% this proposal may be revised.

If this proposal includes an offer of aggregate coverage, the monthly aggregate factor cannot be finalized more than 90 days from the effective date.

Advance Funding is included.

Retirees are covered under the Granular Insurance Policy. It is the responsibility of the employer to identify to Granular Insurance all retirees to be covered under the Granular Insurance Policy. If a group does not have retirees, their rate will not be impacted.

This proposal is valid only if presented by a licensed insurance agent or broker who is appointed by Granular Insurance Company.

The agent/broker does not have the authority to bind or modify the terms of his offer without prior approval of Granular.

We require notification 30 days prior to the acquisition date of any employer completed merger or acquisition. Underwriting serves the right to modify coverage terms when a new division is added or deleted from coverage or when plan and/or network changes occur.

Granular agrees to accept for claims reimbursement the employer's plan document.

If the aggregate is quoted, then the minimum annual aggregate total is 90% of the first month’s enrollment times monthly aggregate attachment points.

Additional Options

We can also discuss options surrounding multi-year rate guarantees to bring you the full advantage of a partnership with Granular. By providing all member claims and enrollment data, Granular will provide our unique **Precision Risk** underwriting to better manage your employer health costs and deliver long-term predictability.

Granular offers a full range of benefit and administrative options, different specific deductibles, member annual or lifetime maximums, family deductible and reference-based pricing.

Please speak with your account executive to learn more.

Proposal Acceptance

Validity Date

Quoted rates are valid until December 13, 2024

Plan Option

Effective Date

01.01.2025

Company

School District of Manatee County

Name

Title

Signature

Date

AGENDA ITEM NO. 11.26

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval for the Manatee High School Wrestling Team to Compete in the 2024 Hatfield McCoy Wrestling Tournament in Pikeville, Kentucky on December 26-29, 2024 (School Internal Accounts)

Executive Summary
The Manatee High Wrestling program has been invited to compete in the 2024 Hatfield McCoy Wrestling Tournament. This will provide opportunities for the district student-athletes to gain exposure to colleges outside of Florida. The students will also be visiting two college wrestling programs and academic institutions.

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

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

Recommendation
The Superintendent recommends approval for the Manatee High School wrestling team to participate in the 2024 Hatfield McCoy Wrestling Tournament in Pikeville, Kentucky on December 26-29, 2024 (School Internal Accounts).

Financial Impact
There is no cost to the General Fund. The entire trip is funded through the Manatee High School wrestling internal accounts.

Contact
Submitting Department: Secondary Education
Initiated By: Sharon Scarbrough

Attachments:
MHS Wrestling Team travel to Pikeville, KY 12.26-29.2024

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 11/6/24 Field Trip Dates: 12/26-29/24 School: Manatee High
Date/Time of Departure from school: 12/26/24 8:00am
Date/Departure time from field trip location: 12/29/24 7:00am
Date/Arrival time back at school: 12/29/24 9:00pm
Field Trip Coordinator: Andrew Gugliemini
Trip Destination – Name: Appalachian Wireless Arena
Address: 831 Hambley Blvd Pikeville, KY 41501 Phone: N/A Website: N/A
Brief Description/Educational Purpose of the Trip:
The Manatee High Wrestling program has been invited to compete in the 2024 Hatfield McCoy Wrestling Tournament. This will provide opportunities for the district student-athletes to gain exposure to colleges outside of Florida. The students will also be visiting two college wrestling programs and academic institutions.

Field Trip Type:

__ Type "A" (single or partial day trip in pre-approved category)
__ Type "B" * (single or partial day trip that requires District pre-approval)
_X_ Type "C" * (all overnight or out of state trips require additional approvals as defined in the signature section below.)

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: Manatee Wrestling Team # of Chaperones: 2 # of Students: 14

Choose the type of transportation:

_____ School Bus (bus requisition 20 days prior to trip)
_____ Special Needs Bus Is Required
_____ District Vans/Cars: Driver must be District approved.
_____ Walking: If Walking, define route: _____
_____
Are there sidewalks and pedestrian crossings? _____
_____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)
_____ Rental Vehicle from Purchasing Approved Company. Driver must be District approved.
_____ Educational Tour Group Name: _____ Contact Info: _____
_____ *District Employee driving their own car. Driver must be District approved.
Name of District Employee: _____
Address of District Employee: _____
Phone # District Employee: _____
Year, Type, & Make of Vehicle: _____

***If more than one, complete same information on an additional separate sheet that must be attached.**

__x__ Other Provider of transportation Parents
Name of Provider: _____
Address of Provider: _____
Phone # Provider: _____
Year, Type, & Make of Vehicle: _____

This provider MUST be an approved driver by the Principal.

Information about the Funding of the trip:

Funding/Costs _____
Transportation Cost $1,000.00
Other Cost _____

Internal Account# 19030
Admission Fee _____
Cost per student _____
Total Cost of the Trip _____

Source funding the trip: Select all that apply.

____ Discretionary ____ District __x__ Internal Accounts ____ Students/ Pay
____ Other – Explain: _____

Requirements for District Employee Approved Drivers: Check one the following.

_____ ***Proof*** *of personal automobile liability insurance, copy of driver's license and proof of successful completion of Defensive driving course through Staff Development* ***are all attached for all district employee drivers.***

_____ ***Verification*** *of insurance, driver's license, and successful completion of Defensive driving course through Staff Development must be signed below by the Principal or Executive Director.*

Name of Principal/Executive Director verifying | *Signature* | *Date*

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Signature of Field Trip Coordinator — *Date*: 11/19/24

Initial Approval Principal Signature/Date: 11/19/24

Signature of Sponsor/Date (Initial Approval of Request): 11/19/24

Signature of Department/Team Chair/Date: 11/19/24

Final Approval Principal Signature/Date
(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature of Activities Director (H.S.)/Date: 11/19/24

Type "B" and "C" Signature Approvals Below

Sharon Scarbrough
Executive Director of School Management/Date — *(Required for Type "B" and "C" Field Trips)*

William Kelley (Nov 19, 2024 14:48 EST)
Director of Risk Management/Date — *(Required for Type "B" and "C" Field Trips)*

Deputy Superintendent of Instructional Services/Date — *(Required for Type "C" Field Trips)*

Superintendent/Date — *(Required for Out-of-State Field Trips. International Field Trips require Board approval)*

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

MIS 41-01012, Approved 09/2024 Expires 09/2029
Distribution: School Management

AGENDA ITEM NO. 11.27

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval for the Manatee High School Choir Students to Attend and Perform at the American Celebration of Music in Finland and the Baltics on May 31-June 9, 2025 (School Internal Accounts)

Executive Summary
The Manatee High School Choral students have received an invitation from Music Celebrations International to perform in Finland and the Baltics. This honor comes as a result of the choral groups' consistently excellent performances over the years. Approximately 35 students and 15 chaperones are expected to attend the trip.

The concert tour provides students with the opportunity to visit and perform in famous venues throughout Finland, Latvia, Estonia, and Lithuania. While in these countries, they will explore famous landmarks and learn about the unique cultures in Scandinavia and Eastern Europe. Throughout this school year, the students of the Manatee High School choirs will be learning music in the languages of these cultures and studying the history behind each piece in preparation for this experience.

Experiences gained by our students may be brought back and shared with students at Manatee High School and throughout the district.

The Superintendent will withdraw authorization for this travel if the State Department issues a travel advisory for any country on the itinerary. Additionally, as a condition of approval, the group will be required to purchase travel insurance covering all aspects of the trip, and the cost of which will be borne by the participants / families.

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

Ready For Life | Goal 5
Expand visual and performing arts programs across all schools

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

Recommendation
The Superintendent recommends approval for the Manatee High School Choir students to attend and perform at the American Celebration of Music in Finland and the Baltics on May 31-June 9, 2025 (School Internal Accounts).

Financial Impact
There will be no cost to the General Fund. Costs will be covered by internal accounts including student fees and fundraisers.

Contact
Submitting Department: Secondary Education
Initiated By: Sharon Scarbrough

Attachments:
MHS Chorus students travel to Finland and Europe 5.31.25-6.9.25

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 10/18/24 Field Trip Dates: 5/31-6/9/25 School: MHS
Date/Time of Departure from school: 5/31 8am
Date/Departure time from field trip location: 6/8/25
Date/Arrival time back at school: 6/9/25
Field Trip Coordinator: Jomisha
Trip Destination – Name: Finland + the Baltics
Address: N/A Phone: _____ Website: www.musiccelebrations.com
Brief Description/Educational Purpose of the Trip:
Students will be preparing a concert program to perform at venues throughout these countries and visit historical landmarks

Field Trip Type:

_ Type "A" (single or partial day trip in pre-approved category)
_ Type "B" * (single or partial day trip that requires District pre-approval)
✓ Type "C" * (all overnight or out of state trips require additional approvals as defined in the signature section below.)

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: Chorus # of Chaperones: 15 # of Students: 35

Choose the type of transportation:

_____ School Bus (bus requisition 20 days prior to trip)
_____ Special Needs Bus Is Required
_____ District Vans/Cars: Driver must be District approved.
_____ Walking: If Walking, define route: _____
Are there sidewalks and pedestrian crossings? _____
_____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)
_____ Rental Vehicle from Purchasing Approved Company. Driver must be District approved.
✓ Educational Tour Group Name: MCI Contact Info: Dawn Jones - 612-220-0029
_____ *District Employee driving their own car. Driver must be District approved.
Name of District Employee: _____
Address of District Employee: _____
Phone # District Employee: _____
Year, Type, & Make of Vehicle: _____

***If more than one, complete same information on an additional separate sheet that must be attached.**

_____ Other Provider of transportation _____
Name of Provider: _____
Address of Provider: _____
Phone # Provider: _____
Year, Type, & Make of Vehicle: _____

This provider MUST be an approved driver by the Principal.

Information about the Funding of the trip:

Funding/Costs _____ Internal Account# 23000
Transportation Cost _____ Admission Fee _____
Other Cost _____ Cost per student _____
Total Cost of the Trip $4000 per Student

Source funding the trip: Select all that apply.

____ Discretionary ____ District ✓ Internal Accounts ✓ Students/ Pay
____ Other – Explain: _____

Requirements for District Employee Approved Drivers: Check one the following.

N/A ***Proof*** *of personal automobile liability insurance, copy of driver's license and proof of successful completion of Defensive driving course through Staff Development* ***<u>are all attached for all district employee drivers</u>***.

N/A ***Verification*** *of insurance, driver's license, and successful completion of Defensive driving course through Staff Development must be signed below by the Principal or Executive Director.*

Name of Principal/Executive Director verifying	*Signature*	*Date*

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Signature of Field Trip Coordinator	*Date* 10/18/24
Initial Approval Principal Signature/Date 10/21/24	*Signature of Sponsor/Date (Initial Approval of Request)* 10/18/24
	Signature of Department/Team Chair/Date 10/18/24
Final Approval Principal Signature/Date *(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)*	*Signature of Activities Director (H.S.)/Date* 10/18/24

Type "B" and "C" Signature Approvals Below

Sharon Scarbrough

Executive Director of School Management/Date *(Required for Type "B" and "C" Field Trips)*

William Kelley Nov 11, 2024 12:17 EST

Director of Risk Management/Date *(Required for Type "B" and "C" Field Trips)*

Deputy Superintendent of Instructional Services/Date *(Required for Type "C" Field Trips)*

Superintendent/Date *(Required for Out-of-State Field Trips. International Field Trips require Board approval)*

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

MIS 41-01012, Approved 09/2024 Expires 09/2029
Distribution: School Management

AGENDA ITEM NO. 14.1

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for October 2024

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 October 2024.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service*	Trust & Agency
Budgeted Ending Fund Balance 09/30/2024	$50,900,777	$14,155,857	$122,894,057	$0	$10,986,431	$13,385,386	$0
Fiscal Impact	$1,896,023	$65	$(1,939,752)	$0	$0	$0	$0
Budgeted Ending Fund Balance 10/31/2024	$52,796,800	$14,155,922	$120,954,305	$0	$10,986,431	$13,385,386	$0

*Self-insurance Health Fund and Worker's Compensation Fund reflects adjustment to 09/30/2024 beginning fund balance.

General Fund budgeted ending fund balance increased $1,896,023 due mainly to a transfer of salary costs to close-out the ESSER Grants $2,037,928, the 2023-24 FLDOE Final Calculation $445,075, and prior year hurricane reimbursements $151,218 partially offset by an increase in current year hurricane estimated costs $644,492.

Debt Service Fund budgeted ending fund balance increased by $65 due to interest on investments and fair market value adjustments.

Capital Outlay Fund budgeted ending fund balance decreased by $1,939,752 due primarily to Hurricane Milton damage costs $2.0 million.

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 October 2024.

Financial Impact
The General Fund budgeted ending assigned/unassigned fund balance is 8.80%.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
Oct 2024 BA Summary.pdf
Combined Oct 2024 BAs.pdf

October 2024 Budget Amendment Summary
All Funds

Year	2025
Posting Period	4
Entry Type	(All)

Row Labels		Sum of YTD Current
1		**-$1,896,024**
3		
	10101 General Fund	-$3,798,517
	10102 General Fund Grants	-$582,500
4		
	10101 General Fund	$1,902,494
	10102 General Fund Grants	$582,500
2		**-$65**
3		
	29123 Lease Purchase Bond 2023	-$11
	29190 Lease Purchase Bond 2015	-$11
	29193 Lease Purchase Bond 2017	-$33
	29196 Lease Purchase Bond 2016	-$10
3		**$1,939,752**
3		
	36001 Capital Outlay & Debt Service	-$55,566
	37025 Local Capital Improvement 2425	$0
4		
	37024 Local Capital Improvement 2324	$0
	37025 Local Capital Improvement 2425	$2,072,000
	39123 COPS Series 2023A	$0
	39192 Sales Tax Proceeds	-$76,682
	39197 Impact Fees	$0
	39198 Ed Facilities Security Grants	$0
4		**$0**
3		
	41001 Food Services	-$300
	42101 Federal Cash Advance	-$222,751
	42201 Federal Non Cash Advance	-$502,821
4		
	41001 Food Services	$300
	42101 Federal Cash Advance	$222,751
	42201 Federal Non Cash Advance	$502,821
	44501 ARP Act ESSER	$0
7		**$0**
4		
	71101 Self-Insurance - Health	$0
	71201 Self-Insurance - Workers Compe	$0
8		**$0**
3		
	85001 Financial Aid Fee Trust	-$17,937
	85002 Donations & Scholarship Fund	-$2,600
4		
	85001 Financial Aid Fee Trust	$17,937
	85002 Donations & Scholarship Fund	$2,600
Grand Total		**$43,664**

Capital Fund
October 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(303,480,407)	(303,480,407)	-	0.00%	
3XX	Revenues	(225,607,718)	(222,929,880)	2,677,838	-1.19%	
3XX	Transfers In and Other Funding Sources	(142,162,189)	(144,895,593)	(2,733,404)	1.92%	
74X	Facility Acquisition and Construction	487,445,571	489,369,136	1,923,565	0.39%	
92X	Debt Service	1,868,817	1,940,570	71,753	3.84%	
97X	Transfer Out	59,041,870	59,041,870	-	0.00%	
9XX	Budgeted Fund Balance	122,894,057	120,954,305	(1,939,752)	-1.58%	

Debt Service Fund
October 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(13,864,339)	(13,864,339)	-	0.00%	
3XX	Revenues	(1,637,278)	(1,637,343)	(65)	0.00%	
3XX	Transfers In	(33,994,051)	(33,994,051)	-	0.00%	
92X	Debt Service	35,339,811	35,339,811	-	0.00%	
9XX	Budgeted Fund Balance	14,155,857	14,155,922	65	0.00%	

General Fund
October 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(112,741,820)	(112,741,820)	-	0.00%	
3XX	Revenues	(578,178,231)	(582,559,248)	(4,381,017)	0.76%	
3XX	Transfers In and Other Funding Sources	(25,061,165)	(25,061,165)	-	0.00%	
5XX	Instructional	437,795,885	440,569,502	2,773,617	0.63%	
61X	Student Support Services	30,572,842	29,110,875	(1,461,967)	-4.78%	
62X	Instructional Media Services	5,753,292	5,753,473	181	0.00%	
63X	Instruction and Curriculum Development	9,603,098	9,619,975	16,877	0.18%	
64X	Instructional Staff Training	1,853,688	2,260,241	406,553	21.93%	**1**
65X	Instructional Technology	147	147	-	0.00%	
71X	Board	1,712,123	1,712,123	-	0.00%	
72X	General Admin Superintendent	4,440,064	4,440,064	-	0.00%	
73X	School Administration	38,850,075	38,676,644	(173,430)	-0.45%	
74X	Facility Acquisition and Construction	9,319,983	9,319,983	-	0.00%	
75X	Fiscal Services	3,884,160	3,884,160	-	0.00%	
77X	Central Services	16,482,180	16,608,878	126,697	0.77%	
78X	Transportation	21,470,499	21,526,161	55,662	0.26%	
79X	Operation of Plant	53,424,276	53,144,954	(279,323)	-0.52%	
81X	Maintenance of Plant	12,346,464	12,627,786	281,322	2.28%	
82X	Administrative Technology	9,115,755	9,158,196	42,441	0.47%	
91X	Community Services	7,800,530	8,330,120	529,590	6.79%	
92X	Debt Service	655,377	822,150	166,773	25.45%	2
97X	Transfer Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	50,900,777	52,796,800	1,896,024	3.72%	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
24.25 UF Science of Reading Budget	400,000
Other misc adjustments	6,553
Total	406,553

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
Final Numbers Tax Anticipation Interest and Fees Adjustment	166,773
Other misc adjustments	-
Total	166,773

General Fund
October 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	433001	Local Travel	9304	00000	Discretionary				T Brown TA 18061	0000117527	(81.74)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	433003	Out of County Travel	9304	00000	Discretionary				T Brown TA 18061	0000117527	81.74
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	431001	Prof & Technical Services	9304	14890	Alternate Certification				Learning Liaisons Inv & Membership	0000117534	1,875.00
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	473001	Dues and Fees	9304	14890	Alternate Certification				Learning Liaisons Inv & Membership	0000117534	25.00
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	479001	Miscellaneous Expense	9304	14890	Alternate Certification				Learning Liaisons Inv & Membership	0000117534	(1,900.00)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	9308	00000	Discretionary				Payroll Errors	0000117581	0.00
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	9308	00000	Discretionary				Payroll Errors	0000117581	0.00
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	433003	Out of County Travel	9308	10185	Reading Categorical				Budget Error Report	0000117654	(400.00)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413409	Other Cert Other	0691	10555	Florida School Recog 24-25				School Rec for Combo Codes	0000117756	0.00
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413404	Other Cert Term (Annual Leave	9798	13706	Terminal Pay				September Payroll Adjustments	0000117920	2,156.34
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0181	00000	Discretionary				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(10,916.05)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0231	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(9,066.77)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0641	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(3,158.73)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	413401	Other Cert Regular Pay	0741	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(9,266.13)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0181	00000	Discretionary				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(1,456.15)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0231	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(1,563.84)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0641	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(529.66)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	0741	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(1,249.89)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0181	00000	Discretionary				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(692.86)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0231	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(447.79)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0641	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(332.52)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	0741	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(585.85)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0181	00000	Discretionary				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(2,144.07)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0231	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(2,714.09)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	0741	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(1,372.85)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	0181	00000	Discretionary				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(19.42)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	0231	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(16.38)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	0741	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(16.71)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0181	00000	Discretionary				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(140.62)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0231	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(149.71)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0641	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(47.37)
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	0741	10185	Reading Categorical				General Fund Salary Balance Adjustment due to ESSER Reclass	0000118457	(119.20)
1	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Gran	64010	Instructional Staff Training S	416301	NCH Regular Pay	9308	15001	Grants Program				24.25 0445 - UF Science of Reading Budget	0000118459	10,000.00
1	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Gran	64010	Instructional Staff Training S	421103	Retirement System	9308	15001	Grants Program				24.25 0445 - UF Science of Reading Budget	0000118459	1,363.00
1	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Gran	64010	Instructional Staff Training S	422001	FICA	9308	15001	Grants Program				24.25 0445 - UF Science of Reading Budget	0000118459	765.00
1	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Gran	64010	Instructional Staff Training S	424001	Worker's Compensation	9308	15001	Grants Program				24.25 0445 - UF Science of Reading Budget	0000118459	150.00
1	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Gran	64010	Instructional Staff Training S	431001	Prof & Technical Services	9308	15001	Grants Program				24.25 0445 - UF Science of Reading Budget	0000118459	400,000.00
1	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Gran	64010	Instructional Staff Training S	431002	Prof & Technical Serv-Subs	9308	15001	Grants Program				24.25 0445 - UF Science of Reading Budget	0000118459	25,000.00
1	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Gran	64010	Instructional Staff Training S	439002	Printing	9308	15001	Grants Program				24.25 0445 - UF Science of Reading Budget	0000118459	2,000.00
1	4	PROJ_C_BUD	SDMC1	Adjustment	Posted	10102	General Fund Gran	64010	Instructional Staff Training S	451001	Supplies	9308	15001	Grants Program				24.25 0445 - UF Science of Reading Budget	0000118459	60,722.00
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416101	NB Support Regular Pay	9304	00000	Discretionary				Department Reviews Function Corrections	0000118486	(37,856.07)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	416301	NCH Regular Pay	9307	11503	Voluntary PreK				Department Reviews Function Corrections	0000118486	2,960.00

General Fund
October 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9304	00000	Discretionary				Department Reviews Function Corrections	0000118486	(5,159.78)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	421103	Retirement System	9307	11503	Voluntary PreK				Department Reviews Function Corrections	0000118486	246.45
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9304	00000	Discretionary				Department Reviews Function Corrections	0000118486	(2,895.98)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	422001	FICA	9307	11503	Voluntary PreK				Department Reviews Function Corrections	0000118486	210.30
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423101	Health & Hospitalizations	9304	00000	Discretionary				Department Reviews Function Corrections	0000118486	(6,071.60)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	423201	Life Insurance	9304	00000	Discretionary				Department Reviews Function Corrections	0000118486	(84.13)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	9304	00000	Discretionary				Department Reviews Function Corrections	0000118486	(567.85)
1	4	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	64010	Instructional Staff Training S	424001	Worker's Compensation	9307	11503	Voluntary PreK				Department Reviews Function Corrections	0000118486	21.53
1																		Total		406,552.55

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	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	92010	Debt Service	472001	Interest	9798	00000	Discretionary				Final Numbers Tax Anticipation Interest and Insurance Fee Adjustment	0000117947	116,623.00
2	4	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	92010	Debt Service	473001	Dues and Fees	9798	00000	Discretionary				Final Numbers Tax Anticipation Interest and Insurance Fee Adjustment	0000117947	50,150.00
2																		Total		166,773.00

Health Insurance Fund
October 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(13,363,719)	(13,363,719)	-	0.00%	
3XX	Revenues	(59,404,925)	(59,404,925)	-	0.00%	
3XX	Transfers In	-	-	-	n/a	
75X	Fiscal Services	176,000	176,000	-	0.00%	
77X	Central Services	61,592,861	61,592,861	-	0.00%	
9XX	Budgeted Fund Balance	10,999,783	10,999,783	-	0.00%	

Workers Comp Fund
October 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,991,038)	(1,991,038)	-	0.00%	
3XX	Revenues	(4,600,000)	(4,600,000)	-	0.00%	
77X	Central Services	4,205,435	4,205,435	-	0.00%	
9XX	Budgeted Fund Balance	2,385,603	2,385,603	-	0.00%	

Trust & Agency Fund
October 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(1,247,081)	(1,247,081)	-	0.00%	
3XX	Revenues	(902,728)	(923,265)	(20,537)	2.27%	
5XX	Instructional	2,098,507	2,116,444	17,937	0.85%	
61X	Student Support Services	1,890	4,390	2,500	132.27%	**1**
63X	Instruction and Curriculum Development	25,428	25,428	-	0.00%	
72X	General Admin Superintendent	13,839	13,839	-	0.00%	
76X	Food Services	-	100	100	n/a	
77X	Central Services	6,374	6,374	-	0.00%	
79X	Operation of Plant	270	270	-	0.00%	
91X	Community Services	3,500	3,500	-	0.00%	
9XX	Budgeted Fund Balance	-	-	-	n/a	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Gettel Foundation Donation to Project Heart	2,500
Other misc adjustments	-
Total	2,500

Trust & Agency Fund

October 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	4	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship Fund	61510	Parental Involvement	451001	Supplies	9305	36028	Project Heart				Daily Receipts 10/2/24	0000117542	2,500.00

Special Revenue Fund
October 2024 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	-	-	-	n/a	
3XX	Revenues	(44,758,436)	(45,484,008)	(725,572)	1.62%	
3XX	Transfers In and Other Funding Sources	-	-	-	n/a	
5XX	Instructional	22,106,681	22,334,959	228,278	1.03%	
61X	Student Support Services	3,017,008	3,390,827	373,819	12.39%	**1**
62X	Instructional Media Services			-	n/a	
63X	Instruction and Curriculum Development	12,406,134	12,454,722	48,588	0.39%	
64X	Instructional Staff Training	5,075,217	5,086,495	11,277	0.22%	
65X	Instructional Technology	2,456	2,456	-	0.00%	
71X	Board			-	n/a	
72X	General Admin Superintendent	1,714,591	1,696,690	(17,901)	-1.04%	
73X	School Administration	308,295	308,295	-	0.00%	
74X	Facility Acquisition and Construction			-	n/a	
75X	Fiscal Services	(87,444)	(93,077)	(5,633)	6.44%	**2**
76X	Food Services	(3,716)	(3,716)	-	0.00%	
77X	Central Services	(10,508)	(9,196)	1,312	-12.48%	**3**
78X	Transportation	223,230	227,414	4,184	1.87%	
79X	Operation of Plant	(1,478)	78,063	79,541	-5383.08%	**4**
81X	Maintenance of Plant			-	n/a	
82X	Administrative Technology	(1,578)	(1,578)	-	0.00%	
91X	Community Services	9,548	11,655	2,107	22.07%	5
97X	Transfer Out	-	-	-	n/a	
9XX	Budgeted Fund Balance	-	0	0	n/a	
	The full report is available upon request of the Budget Department at the School Support Center Office					

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
24.25 LIFT Project - Budget Year #3	186,641
Farmworker's Original Budget Upload 24-25	180,798
Other misc adjustments	6,380
Total	373,819

Reference 2 - Comments for Functional Changes over 5%:	Budget Amendment
ESSER III Lump Sum Amendment Adjustment	5,633
Other misc adjustments	-
Total	5,633

Reference 3 - Comments for Functional Changes over 5%:	Budget Amendment
ESSER III Lump Sum Amendment Adjustment	1,312
Other misc adjustments	-
Total	1,312

Reference 4 - Comments for Functional Changes over 5%:	Budget Amendment
Amendment Adjustment 4379	79,541
Other misc adjustments	-
Total	79,541

Reference 5 - Comments for Functional Changes over 5%:	Budget Amendment
ARP Homeless Transfer to Align with Amendment 3	2,107
Other misc adjustments	-
Total	2,107

Special Revenue Fund
October Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	Detail Contains 352 separate budget amendment lines. The full report is available upon request of the Budget Department at the School Support Center Office																	Total		373,818.72

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	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411201	Other SAMP Regular Pay	9552	15001	Grants Program	SDMC4	4930504379	7500000000	Amendment Adjustment 4379	0000118810	(4,003.54)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	75010	Fiscal Services	421103	Retirement System	9552	15001	Grants Program	SDMC4	4930504379	7500000000	Amendment Adjustment 4379	0000118810	(545.70)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9552	15001	Grants Program	SDMC4	4930504379	7500000000	Amendment Adjustment 4379	0000118810	(378.99)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	75010	Fiscal Services	423101	Health & Hospitalizations	9552	15001	Grants Program	SDMC4	4930504379	7500000000	Amendment Adjustment 4379	0000118810	(635.19)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	75010	Fiscal Services	423201	Life Insurance	9552	15001	Grants Program	SDMC4	4930504379	7500000000	Amendment Adjustment 4379	0000118810	(9.33)
2	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	75010	Fiscal Services	424001	Worker's Compensation	9552	15001	Grants Program	SDMC4	4930504379	7500000000	Amendment Adjustment 4379	0000118810	(60.04)
2																		Total		(5,632.79)

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	77910	Other Central Services	479004	Bad Debt	9516	15001	Grants Program	SDMC4	4930504379	7791000000	Amendment Adjustment 4379	0000118810	1,311.77
3																		Total		1,311.77

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0031	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(184.81)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0051	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(52.71)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0061	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(553.19)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0072	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(74.56)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0151	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(1,855.30)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0221	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(49.43)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0231	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(3.76)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0261	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(85.16)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0271	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(14.33)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0281	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	75.35
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0291	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(56.71)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0301	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	29.28
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0381	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(35.45)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0411	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(6.39)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0421	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	1,029.50
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0431	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(10.94)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0521	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(197.06)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0541	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(33.95)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0581	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(402.05)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0591	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(635.99)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0601	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	902.36
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0611	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(33.08)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0621	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(182.30)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0631	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(6.66)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0641	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(415.92)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0651	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(32.23)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0652	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	750.73
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0671	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(25.23)

Special Revenue Fund
October Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0681	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(27.37)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0691	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(28.14)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0701	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(262.73)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0711	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(32.86)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0731	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(85.63)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0741	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(96.61)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0752	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(82.54)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0761	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	1,100.69
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0762	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(736.07)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0771	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(13.87)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0781	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(47.52)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0791	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(14.86)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0801	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(1.64)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0811	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(19.55)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0842	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(2,703.30)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0853	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	(129.11)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0857	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	3.53
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0861	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	12.51
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	9799	15001	Grants Program	SDMC4	4930504379	7900000000	Amendment Adjustment 4379	0000118810	84,579.78
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0072	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(259.74)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0221	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(0.85)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0261	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(5.22)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0281	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(6.50)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0381	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(28.07)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0411	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(22.62)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0421	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	362.20
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0521	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(29.80)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0641	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(0.20)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0652	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(72.15)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0691	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(0.12)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0711	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(35.14)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0731	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	0.03
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0752	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(34.32)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0761	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	544.60
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0771	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(86.86)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0801	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(19.85)
4	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	0853	15001	Grants Program	SDMC4	4930504379	7900000000	Adjustment 4379	0000119356	(19.19)
4																		Total		79,540.92

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
5	4	PROJ_C_BUD	SDMC1	Transfer Adjus	Posted	44501	ARP Act ESSER	91010	Community Services	439001	Other Purchased Services	9305	15001	Grants Program	SDMC4	4930504572	9100000000	4572 ARP Homeless Transfer to Align with Amendment 3 and Move Unused Budget	0000118625	2,107.17
5																		Total		2,107.17

Food Service Fund
October 2024 Budget Amendment Summary

Function	FunctionDescr	Final Budget	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,588,545)	(12,588,545)	-	0.00%	
3XX	Revenues	(36,495,590)	(36,495,590)	-	0.00%	
3XX	Other Funding Source	(200)	(500)	(300)	150.00%	**1**
76X	Food Services	38,084,558	38,084,858	300	0.00%	
97xx	Transfers Out	13,346	13,346	-	0.00%	
9XX	Budgeted Fund Balance	10,986,431	10,986,431	-	0.00%	

Reference 1 - Comments for Functional Changes over 5%:	Budget Amendment
Other misc adjustments	(300)
Total	(300)

-

Food Service Fund

October 2024 Budget Amendment Summary

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	41001	Food Services	30000	Revenue	374201	Other Loss Recovery	9516	00000	Discretionary				Daily Receipts 10/22/24	0000118270	(200.00)
1	4	KK_REV_BUD	SDMC1	Adjustment	Posted	41001	Food Services	30000	Revenue	374201	Other Loss Recovery	9516	00000	Discretionary				Daily Receipts 10/31/24	0000118751	(100.00)
1																		Total		(300.00)

AGENDA ITEM NO. 14.2

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of MTC Aviation Classroom - Amendment 1 - Between Owner and Schenkel & Shultz, Inc., in the Amount of $139,209.00 (Multiple Funding Sources)

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and Schenkel & Shultz, Inc., for the MTC Aviation Classroom project. The original project scope included design services for a five thousand square foot classroom/lab building and adjoining ten thousand square foot hangar. Revised project scope shall include design services for a fourteen thousand square foot classroom/lab building only with an expected construction cost of $6,400,000.00. The hangar will be constructed as a separate project.

MTC Aviation Classroom Project Summary Sheet is attached for reference.

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

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

Recommendation
The Superintendent recommends approval of MTC Aviation Classroom - Amendment 1 - Between Owner and Schenkel & Shultz, Inc., in the Amount of $139,209.00 (Multiple Funding Sources).

Financial Impact
The amount of Amendment 1 is $139,209.00. The revised Architectural and Engineering Services, including Amendment 1, is not to exceed $607,917.00. This fee is included in the total project budget requirement of $8,000,000.00. **Project funded by MTC/ PECO Grant Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
MTC Aviation Classroom Project Summary
MTC Aviation Classroom Amendment 1 AE Schenkel Shultz

MTC Aviation Classroom

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc. — Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER: Creative Contractors, Inc. — Currently on the District's Continuing Contracts
BUILDING OFFICIAL:

PROJECT BUDGET: $8,000,000.00 — (11/17/2022) Original Project Budget (MTC/PECO Grant Funds)

HISTORY: Manatee Technical College was originally located on 34th Street West in west Bradenton. All but two (2) of the buildings on the original campus have been demolished. New campuses were constructed on State Road 70 at Caruso Road and on Lakewood Ranch Boulevard north of State Road 70. To meet workforce demand the School Board entered into a lease agreement with the Sarasota Manatee Aviation Authority to allow construction of an aviation technology training facility on airport land.

SCOPE: THE ORIGINAL SCOPE OF WORK included design services for a five thousand square foot classroom/lab building and adjoining ten thousand square foot hangar. Revised project scope shall include design services for a fourteen thousand square foot classroom/lab building only with an expected construction cost of $6,400,000.00. The hangar will be constructed as a separate project. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 468,708.00	June 11, 2024	Approved	Architectural / Engineering Services
Amendment 1:	$ 139,209.00	December 10, 2024	Pending	Amendment 1 Scope Change
TOTAL	$ 607,917.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Selected through the Request for Qualifications process
Agreement:	$ 36,884.00	June 11, 2024	Approved	Pre-Construction Services
Amendment:				
TOTAL	$ 36,884.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
Amendment:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
Agreement:	$ -			
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & ARCHITECT/ENGINEER

Amendment #: 1 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Architect/Engineer.

Project Name:	Manatee Technical College – Aviation Classroom
Architect/Engineer:	Schenkel & Shultz, Inc.
Architect/Engineer Address:	330 Pineapple Ave., Suite 210 Tampa, Florida 34236

The work is as follows: The original scope of work included design services for a five thousand square foot classroom/lab building and adjoining ten thousand square foot hangar. Revised project scope shall include design services for a fourteen thousand square foot classroom/lab building only with an expected construction cost of $6,400,000.00. The hangar will be constructed as a separate project. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Amount of Amendment: $ 139,209.00

Previous Amount of Contract: $ 468,708.00

New Total Amount of Contract: $ 607,917.00

ARCHITECT/ENGINEER:

By: _____ By: _____

Name/Title: Aaron Jacobson, AIA Name/Title: Dan Laggan, Managing Partner

As Witnessed:

_____ Schenkel & Shultz, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGENDA ITEM NO. 14.3

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Approval of MTC Aviation Hangar - Agreement Between Owner and Schenkel & Shultz, Inc., in the Amount of $149,766.00 (Multiple Funding Sources)

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Schenkel & Shultz, Inc. This agreement authorizes architectural/engineering services necessary to provide a hangar for aviation technology training facility.

The scope of work will provide a hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The hangar will have an area of approximately eight thousand five hundred square feet. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

MTC Aviation Hangar Project Summary and Contract Summary are attached for reference.

The Architect/Engineer Agreement is available for review at the Department of Construction Services.

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
Superintendent recommends approval of MTC Aviation Classroom & Hangar - Agreement between Owner and Schenkel & Shultz, Inc., in the amount of $149,766.00 (Multiple Funding Sources).

Financial Impact
The Architect/Engineer services fee is not to exceed $149,766.00 and is included in the total project budget requirement of $2,713,275.00. **Project funded by MTC/ EDC Grant Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
MTC Aviation Hangar Project Summary
MTC Aviation Hangar AE Contract Summary Sheet
2024.11.19_MTC_Hangar_Proposal

MTC Aviation Hangar

PROJECT DIRECTOR: David Wildes

ARCHITECT/ENGINEER: Schenkel & Shultz, Inc. Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER: Creative Contractors, Inc. Currently on the District's Continuing Contracts
BUILDING OFFICIAL:

PROJECT BUDGET: $2,713,270.00 (11/18/2024) Original Project Budget (MTC & EDC Grant Funds)

HISTORY: Manatee Technical College was originally located on 34th Street West in west Bradenton. All but two (2) of the buildings on the original campus have been demolished. New campuses were constructed on State Road 70 at Caruso Road and on Lakewood Ranch Boulevard north of State Road 70. To meet workforce demand the School Board entered into a lease agreement with the Sarasota Manatee Aviation Authority to allow construction of an aviation technology training facility on airport land.

SCOPE: The scope of work will provide a hangar facility to be constructed at Sarasota Bradenton International Airport (SRQ). The hangar will have an area of approximately eight thousand five hundred square feet. The building will be sited based on existing conditions and will make use of the existing parking lot and entry drive.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 149,766.00	December 10, 2024	Pending	Architectural / Engineering Services
Amendment:	$ -			
TOTAL	$ 149,766.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Selected through the Request for Qualifications process
Agreement:				Pre-Construction Services
Amendment:				
TOTAL	$ -			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	May 24, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:				Plans Review, Permitting, Inspections & Fire Marshal Services
Amendment:				
TOTAL	$ -			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
Agreement:	$ -			
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Manatee Technical College – Aviation Hangar
Sarasota Bradenton International Airport (SRQ)
7990 15th Street East. Sarasota, FL 34243
Manatee County, Florida

Total Project Budget:

Design Services	$ 152,000.00
Construction Services	$2,340,000.00
Owner Services	$ 221.270.00
FF&E Technology	$ TBD
Total Project Budget	$2,713,270.00

Project Schedule:

Date of Anticipated Notice to Proceed	December 10, 2024
Date of Substantial Completion	TBD
Date of Final Completion	TBD

Architect/Engineer ("AE") Schenkel & Shultz, Inc.
330 S. Pineapple, Suite 210, Sarasota, Florida 34236
Phone: (941) 952-5875; Fax: (941) 957-3630
kdean@schenkelshultz.com

Construction Manager ("CM") Creative Contractors, Inc.
101 Creative Way; Clearwater, FL 33759
Office: (727) 461-5522
jsiminski@creativecontractors.com

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD @ GMP Approval
General Conditions	$ TBD @ GMP Approval
Overhead and Profit (CM Fee)	$ TBD @ GMP Approval
Preconstruction	$ 36,884.00
Unforeseen Conditions	$ TBD @ GMP Approval
Bond	$ .00
TOTAL	$ TBD @ GMP Approval

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 135,766.00
Total Engineering Services Allowance	$ 14,000.00
Total Authorized Additional Services	$ .00
Total A/E Fee	$ 149,766.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: **368162**

Exhibits

Exhibits "A" through "D" are attached for reference.

PROPOSAL REQUEST

November 19, 2024

Mr. David Wildes – Project Director
Construction Services Department
School Board of Manatee County
1 Matzke Way, Building 7
Bradenton, Florida 34208

SUBJECT: MTC Hangar Project – Proposal for A/E Services

Dear Mr. Wildes,

Schenkel Shultz is pleased to present our proposal for the **MTC Hangar Project**.

Project Overview / Scope

Scope of work is based a 10,000 s.f. Hangar shown in the Concept Floor Plan dated 10/31/2024 prepared by Schenkel Shultz. The delivery method is expected to be Construction Management at Risk.

This proposal is based on a district's construction budget of $2,200,000.00 and construction is anticipated to be completed with a 9-month process per CM estimation.

Professional Design Services fee breakdown:

A/E Basic Services (Base Arch/MEPF/ Structural Fees **): $ 135,766.00

** Based on DMS Fee Calculator Group "F" Considerably Less than Average Complexity

Project Allowances:

• Redesign of Foundations due to PEMB reactions	$	5,000.00	(BBM)
• Future Hangar Slab	$	9,000.00	(BBM)
ALLOWANCES SUBTOTAL	**$**	**14,000.00**	

TOTAL Professional Design Services fees:

A/E Basic Services: $ 135,766.00
Project Allowances: $ 9,000.00

Compensation phase percentage breakdown, as follows:

10%	Schematic Design Drawings =	$	13,576.60
25%	Design Development Drawings =	$	33,941.50
35%	Construction Documents =	$	47,518.10
05 %	Bidding/Permitting =	$	6,788.30
25%	Construction Administration =	$	33,941.50
Subtotal		**$**	**135,766.00**
Project Allowances =		$	14,000.00
TOTAL PROJECT:		**$**	**149,766.00**

Included in the Basic Scope of Services

- Meetings
- Site Visits
- Schematic Design Documents
- Design Development Documents
- Construction Documents
- Bidding/ Permitting
- Construction Administration
- Project Close Out

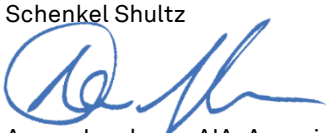
PROPOSAL REQUEST

Clarifications and Exclusions:

- Professional Fees will be reconciled (adjusted per Florida DMS Curve, category D) at Owner's acceptance of Construction Manager's Guaranteed Maximum Price.
- All deliverables will be submitted electronically except those hard copies required for permitting.
- Permitting and application fees are not included.
- Project will be completed using Revit (BIM).
- Any significant changes in scope, client changes or unforeseen conditions may require additional services.
- This proposal does not constitute a contract.
- Refer to attached proposals from the consultants for additional exclusions.
- Soils investigation and / Or any kind of testing is not included.
- Environmental Reports are not included.
- Project is not planned to be an EHPA Shelter.
- Project is not planned to pursue LEED certification or Green Globe certification.
- Cost Estimating is not included.
- Asbestos Survey is not included.
- Design of a Fire Foam Suppression System is not included.

Thank you for considering Schenkel Shultz as a partner for this project. We look forward to working with you.

Sincerely,
Schenkel Shultz



Aaron Jacobson, AIA, Associate Principal
Cc: Iris Zayas & Daniel Laggan / Schenkel Shultz

AGENDA ITEM NO. 15.1

School Board of Manatee County
December 10, 2024 - Regular Board Meeting

Title
Board Committee Assignments for Calendar Year 2024-2025

Executive Summary
The School Board conducts its annual reorganizational meeting in November, to elect a Chairman and Vice-Chairman as well as set the Board Member committee assignments for the following calendar year. Attached, for vote, is the list of committees and Board Member assignments that was agreed upon during the Reorganizational Meeting.

Presenting an all-inclusive list of committee assignments is intended to assist in record keeping and for ease of reference.

Contact
Submitting Department: School Board

Attachments:
2024-2025 Board Committee Worksheet

BOARD COMMITTEE WORKSHEET 2023-24

Committee Name	Committee Purpose	Meeting Schedule	Cost	2023-2024 Board Member	2024-2025 Board Member
Audit Committee	Promote, maintain, and enhance the independence and objectivity of the internal auditing function of the district by ensuring broad audit coverage, adequate consideration of audit/review reports and appropriate action on recommendations.	First Wednesday of every other month and as called	None	Mary Foreman	Charlie Kennedy
Central Florida Public School Boards Coalition	Collaborate on educational best practices and legislation among the school districts in central Florida.	Monthly; 2nd Monday 9:30 – noon Orange County School District	Hotel/mileage/ meals reimbursement	Richard Tatem	Richard Tatem
Children's Services Advisory Board **(County requires School Board Member participation on this Board) – This is a 3-year appointment.**	Make recommendations regarding the expenditure of dedicated funding, consult with agencies involved in the Children's Services Delivery System in an effort to minimize duplication of services & complete other duties as assigned by the County Commission.	Monthly; 3rd Wednesday 3:30 p.m. (more frequently during budget preparation)	None	Gina Messenger	Heather Felton
Citizens' Financial Oversight Committee		First Wednesday of every other month and as called	None	Cindy Spray	Cindy Spray

Auditor Selection Committee	The auditor selection committee for a district school board, must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity, who shall serve as the chair of the committee. The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39;	As Needed	None	Mary Foreman	Charlie Kennedy
Florida School Boards Association (FSBA) Advocacy Committee **(Board Member and an Alternate required)**	A nonprofit corporation representing all school board members in Florida, providing training and certification programs, as well as legislative liaison services.		FSBA Annual Dues: $21,770	Chad Choate Alternate-Cindy Spray	Chad Choate Alternate-Cindy Spray
FSBA Board of Directors (Elected by FSBA Members at General Meeting)	Participate on the state-wide Board of Directors to evaluate and implement educational best practices and legislative initiatives.	As called; meet at least twice per year.	Hotel/mileage/ meals reimbursement	N/A	N/A
FSBA - Florida Education Investment Trust Fund (FEITF) Now known as FL PALM 2 School Board members statewide appointed by FSBA	A common law trust organized under the laws of The State of Florida, designed to meet the cash management and short-term investment needs of school districts, political subdivisions of the State or instrumentalities of political subdivisions of the State. The FSBA and FADSS sponsor the	As called	Hotel/mileage/ meals reimbursement	Chad Choate, III	Chad Choate III

	Fund.				
FSBA Finance Committee	Monitors the financial operation and budgetary process of FSBA.			Mary Foreman	Charlie Kennedy
Greater Florida Consortium of School Boards				Mary Foreman	Cindy Spray
Lakewood Ranch Business Alliance	Collaborate with business entities to enhance educational and occupational opportunities for students.	Monthly	None	Richard Tatem	Richard Tatem
Latin Chamber of Commerce	Collaborate with business entities to enhance educational and occupational opportunities for students.		None	Richard Tatem	Tatem/will find out if requested
Legislative Liaison	Collaborate with legislative delegation, FSBA, district's legislative liaison, and Superintendent regarding educational initiatives.	Weekly during Legislative Session	Cost of district's legislative liaison	Chad Choate, III Alternate – Cindy Spray	Chad Choate, III Alternate – Cindy Spray
Manatee County Chamber of Commerce	Collaborate with business entities to enhance educational and occupational opportunities for students.	Monthly	Annual Dues $350	Chad Choate III	Chad Choate III
MTC Board of Governors **(Bylaws indicate ideal representation includes a School Board Member)**	Provide vision and oversight for MTC.	Quarterly	None	Richard Tatem	Richard Tatem
School Health Advisory	To advise on the delivery of a coordinated school	The full committee meets twice a year	None	Gina Messenger	Heather Felton

Committee	health program that addresses physical, social and emotional health of students and staff.	(November and March) but subcommittees meet as frequently as needed during the school year to work on special projects.			
Value Adjustment Board **(Florida Statue requires School Board Member)**	Consider and act upon the recommended decisions of special magistrates regarding homestead exemptions, assessments, and appeals concerning ad valorem tax deferrals and classifications.	As called, at least twice per year in autumn and spring.	None	Mary Foreman Alternate – Richard Tatem	Cindy Spray Alt- Richard Tatem
Manatee Education Foundation MEF Bylaws state that this position is held by the Chair of the School Board)	To provide funding for innovative programs and enhanced educational opportunities for the teachers and students of Manatee County Public Schools beyond allocated state dollars.			Chad Choate III	Chad Choate III
Manatee County Fair Board	The Manatee County Fair is sponsored annually by the Manatee River Fair Association, Inc., and is dedicated to providing a clean, family-friendly environment for visitors to gather and enjoy what is best about Manatee County!	Quarterly, possibly more near fair time.	$50 paid by Board member	Gina Messenger	Heather Felton
School Board Liaison for IT & Cybersecurity				Mary Foreman	Charlie Kennedy

Local Coordinating Board (LCB) 8100 15th St E. Sarasota 941-359-5772	Work with Metropolitan Planning Organization (MPO) for disadvantaged children	Every other Month Wednesday	www.mympo.org	Cindy Spray	Charlie Kennedy

AGENDA ITEM NO. 15.2

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Acceptance of the Resignation of Citizen's Financial Oversight Committee Member

Executive Summary
Mr. Tom Ehren submitted his notification of resignation November 23, 2024. Mr. Ehren was a member of the CFOC since June 2021.

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

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

Recommendation
Accept the resignation of Citizen Financial Oversight Committee Member, Mr. Tom Ehren.

Financial Impact
No Financial Impact

Contact
Submitting Department: School Board

Attachments:
Resignation of Mr. Tom Ehren

TE

Tom Ehren<tcehren@gmail.com>

To: Cox, Laura

Reply | Reply all | Forward

Sat 11/23/2024 10:14 AM

You forwarded this message on Sat 11/23/2024 12:41 PM

***** **WARNING: This email was sent from a source outside of the School District of Manatee County!!**

Please accept my resignation from CFOC. Please thank the committee for their continued work on behalf of the citizens, teachers, and children of Manatee county.
Tom Ehren

AGENDA ITEM NO. 15.3

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Board Discussion Regarding Harvey K-8 School / Campuses Name

Executive Summary
At the Special School Board meeting held on October 29, 2024, the Board discussed the naming of the expanded Harvey Elementary School to include a second campus housing grades 4-8. At that time, the consensus of the Board was to continue with the Barbara A. Harvey name for the K-8 School.

A continued discussion regarding school / campus name(s) is planned for the School Board workshop on December 10, 2024.

The purpose of this item is to allow for any further discussions and for the option for Board members to make motions related to the school / campus(s) naming.

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

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

Recommendation
.

Financial Impact
The fiscal impact is unknown at this time, but funding may come from multiple sources within the general and capital funds.

Contact
Submitting Department: School Board

AGENDA ITEM NO. 16.1

School Board of Manatee County
December 10, 2024 - Regular Board Meeting

Title
Year-to-Date Financial Statements Through October 31, 2024

Executive Summary
Florida Administrative Code Rule 6A-1.008, requires the Superintendent to submit a financial statement to the Board at least monthly.

General Fund - Expenditures exceeded revenues and transfers by approximately $90.6 million through the month of October, resulting in an ending fund balance of approximately $22.1 million at the end of October 2024. Revenues have increased 14.9% and expenditures increased 6.2% over October 2023.

The beginning unassigned fund balance as of July 1, 2024, was $49.2 million. The District's unassigned fund balance is projected to be a positive $51.3 million by June 30, 2025.

Capital Project Funds - Expenditures exceeded revenues by $81.5 million through the month of October 2024. The expenses are in line with the amounts budgeted for ongoing Capital Projects. The majority of the capital millage revenue will be received in December 2024 and January 2025.

Food Service Fund - Expenditures exceeded revenues by $1.5 million through the month of October, resulting in an ending fund balance of $11.1 million at the end of October 2024. Expenditures exceeded revenues due to the additional materials and supplies for the beginning of the year.

Internal Service Funds - Expenditures exceeded revenues by $4.1 million through the month of October 2024.

- Health Insurance Fund - Expenditures exceeded revenues by approximately $4.7 million through the month of October, resulting in an ending net position of $8.6 million at the end of October 2024.
- Workers' Compensation Fund - Revenues exceeded expenditures by approximately $566,900 through the month of October, resulting in an ending net position of $2.5 million at the end of October 2024. Expenditures are in line with prior year claims and amounts budgeted through October 2024.

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
FS October 2024

The School District of Manatee County



Year to Date Financial Report
through the
Period Ending October 31, 2024

(Unaudited)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
October 31, 2024

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total October 2024	Total October 2023
Assets									
Current Assets									
Cash	80,777,806	14,890,050	226,566,636	8,421,567	-	28,598,775	1,579,292	360,834,127	418,027,513
Taxes Receivable	-	-	-	-	-	-	-	-	-
Accounts Receivable	3,299,080	-	-	-	1,284	604	84,921	3,385,889	2,522,958
Due From/(To)	7,388,554	(846,726)	-	-	(6,541,827)	-		-	-
Inventory	500,094	-	-	650,116		-	-	1,150,210	1,142,025
Investments		33,736	-	-	-	-	-	33,736	39,723
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	70,655	-	7,174,786	2,537,497	7,144,073	-	-	16,927,012	22,868,476
Total Assets	**92,036,188**	**14,077,059**	**233,741,423**	**11,609,180**	**603,530**	**28,599,379**	**1,664,213**	**382,330,972**	**444,600,696**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	8,396,524	-	-	-	-	-	-	8,396,524	22,581,109
Payroll Deductions & WH	12,852,382	-	-	-	-	-	-	12,852,382	12,908,565
Accounts Payable	646,633	-	854,119	463,511	603,530	1,259,593	1,162	3,828,550	6,314,008
Construction Payable	-	-	4,094,060	-	-	-	-	4,094,060	3,757,320
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	169	-	-	-	-	-	-	169	3,979
Estimated Unpaid Claims	-	-	-	-	-	16,143,342	-	16,143,342	16,085,781
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	48,000,000	-	-	-	-	-	-	48,000,000	58,000,000
Unearned Revenue	(7,425)	-	-	92,673	-	-	-	85,248	(1,881)
Deferred Revenue	-	-	6,835,717	-	-	-	-	6,835,717	7,270,785
Total Liabilities	**69,888,283**	**-**	**11,783,897**	**556,184**	**603,530**	**17,402,935**	**1,162**	**100,235,992**	**126,919,666**
Fund Balances									
Revenues Over (Under) Expenditures	(90,593,915)	212,720	(81,522,881)	(1,535,548)	(0)	(4,158,314)	415,969	(177,181,968)	(141,906,973)
Nonspendable									
Inventories	517,798	-	-	650,116	-	-	-	1,167,914	1,222,006
Restricted									
State Required Carryover	9,077,460	-	-	-	-	-	-	9,077,460	3,482,193
Food Services	-	-	-	11,938,429	-	-	-	11,938,429	14,028,485
Debt Service	-	13,864,339	-	-	-	-	-	13,864,339	12,831,068
Capital Projects	-	-	303,480,407	-	-	-	-	303,480,407	330,630,793
Other Purposes	15,072,849	-	-	-	-	15,354,757	1,247,081	31,674,687	26,261,611
Assigned									
Encumbrances	1,534,954	-	-	-	-	-	-	1,534,954	1,821,549
School and Local Programs	2,156,312	-	-	-	-	-	-	2,156,312	7,707,250
Unassigned	84,382,446	-	-	-	-	-	-	84,382,446	61,603,049
Total Fund Balances	22,147,905	14,077,059	221,957,526	11,052,996	(0)	11,196,443	1,663,050	282,094,981	317,681,030
Total Liabilities & Fund Balances	**92,036,188**	**14,077,059**	**233,741,423**	**11,609,180**	**603,530**	**28,599,379**	**1,664,213**	**382,330,973**	**444,600,696**

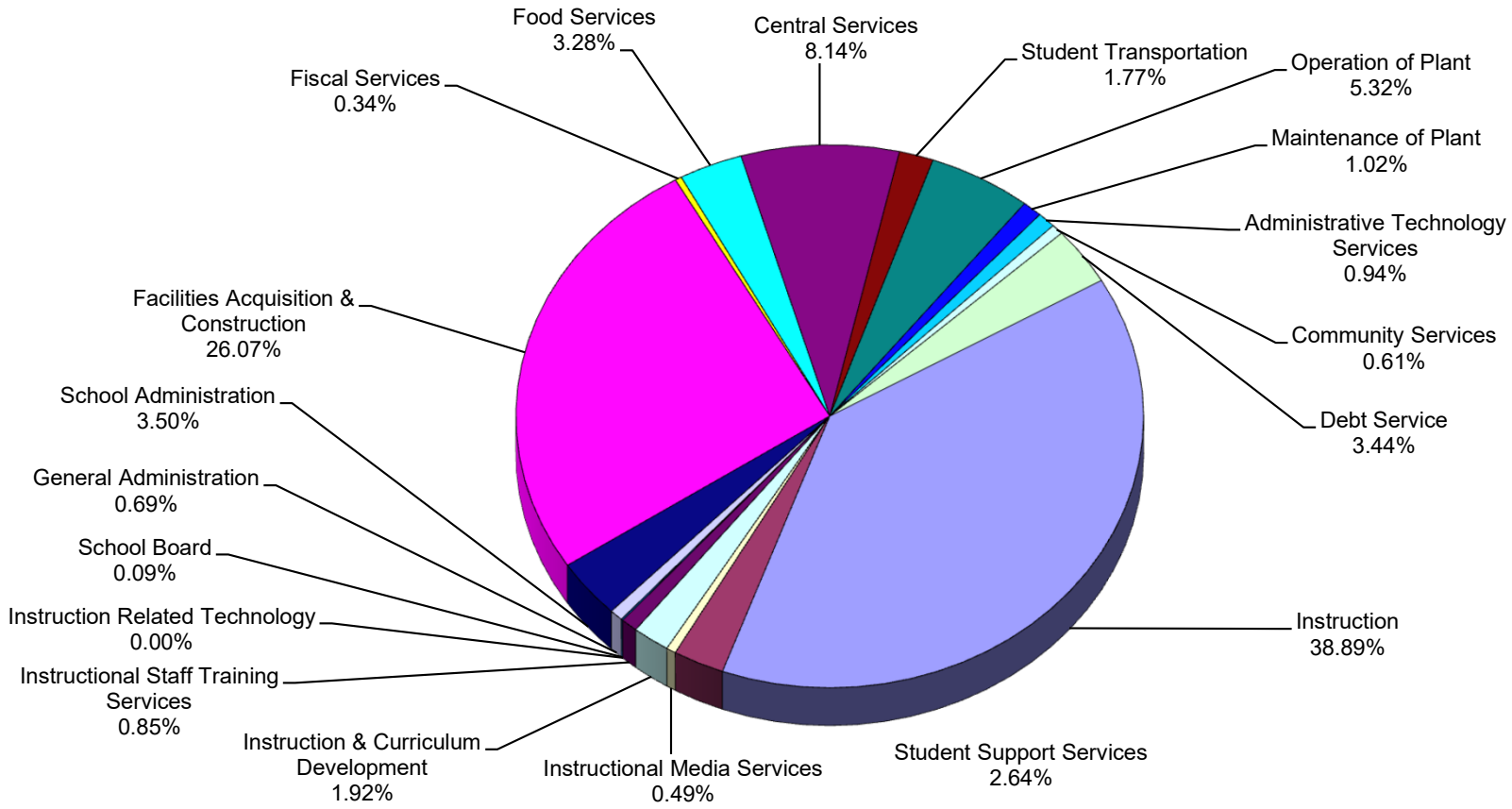
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended October 31, 2024

	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total October 2024	Total October 2023
REVENUES									
Federal Direct	$ 157,096	$ -	$ -	$ -	$ 501,534	$ -	$ 161,276	$ 819,905	1,669,005
Federal Through State	906,791	-	-	7,637,940	24,674,207	-	-	33,218,938	35,618,256
State	64,569,420	-	3,279,503	149,143	-	-	-	67,998,066	59,103,306
Local	15,158,566	201,377	23,576,940	1,856,341	-	17,975,748	426,672	59,195,644	55,173,926
Total Revenues	80,791,872	201,377	26,856,443	9,643,424	25,175,741	17,975,748	587,947	161,232,553	151,564,493
EXPENDITURES									
Instruction	116,800,689	-	-	-	15,472,972	-	171,268	132,444,929	125,414,731
Student Support Services	6,638,232	-	-	-	2,336,890	-	321	8,975,444	8,747,692
Instructional Media Services	1,681,045	-	-	-	-	-	340	1,681,384	1,716,742
Instruction & Curriculum Development	3,072,922	-	-	-	3,481,698	-	49	6,554,670	5,411,475
Instructional Staff Training Services	525,769	-	-	-	2,383,253	-	-	2,909,022	3,067,951
Instruction Related Technology	-	-	-	-	119	-	-	119	4,119
School Board	303,266	-	-	-	-	-	-	303,266	285,583
General Administration	1,252,998	-	-	-	1,108,579	-	-	2,361,577	1,983,925
School Administration	11,880,981	-	-	-	36,119	-	-	11,917,100	11,403,260
Facilities Acquisition & Construction	2,509,222	-	86,268,335	-	-	-	-	88,777,557	51,836,061
Fiscal Services	1,113,816	-	-	-	37,171	-	-	1,150,986	1,177,272
Food Services	-	-	-	11,179,472	-	-	-	11,179,472	11,341,147
Central Services	5,547,699	-	-	-	38,282	22,134,062	-	27,720,043	28,236,431
Student Transportation	5,944,200	-	-	-	77,555	-	-	6,021,755	5,667,671
Operation of Plant	17,937,512	-	-	-	191,741	-	-	18,129,253	19,257,963
Maintenance of Plant	3,457,080	-	-	-	-	-	-	3,457,080	3,446,754
Administrative Technology Services	3,186,636	-	-	-	-	-	-	3,186,636	3,053,108
Community Services	2,081,808	-	-	-	11,363	-	-	2,093,171	2,083,241
Debt Service	62,323	10,932,480	718,944	-	-	-	-	11,713,746	11,214,526
Total Expenditures	183,996,198	10,932,480	86,987,279	11,179,472	25,175,741	22,134,062	171,978	340,577,210	295,349,650
Excess (Deficiency) of Revenue Over (Under) Expenditures	(103,204,326)	(10,731,103)	(60,130,836)	(1,536,048)	(0)	(4,158,314)	415,969	(179,344,657)	(143,785,157)
Other Financing Sources (Uses)									
Other Financing Sources	-	-	2,162,189	500	-	-	-	2,162,689	1,878,184
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	12,610,411	10,943,823	-	-	-	-	-	23,554,234	25,066,780
Transfers Out	-	-	(23,554,234)	-	-	-	-	(23,554,234)	(25,066,780)
Total Other Financing Sources (Uses)	12,610,411	10,943,823	(21,392,045)	500	-	-	-	2,162,689	1,878,184
Net Change in Fund Balance	(90,593,915)	212,720	(81,522,881)	(1,535,548)	(0)	(4,158,314)	415,969	(177,181,968)	(141,906,973)
Fund Balances, Beginning	112,741,820	13,864,339	303,480,407	12,588,545	-	15,354,757	1,247,081	459,276,949	459,588,004
Fund Balances, Ending	$ 22,147,905	$ 14,077,059	$ 221,957,526	$ 11,052,996	$ (0)	$ 11,196,443	$ 1,663,050	$ 282,094,981	317,681,030

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

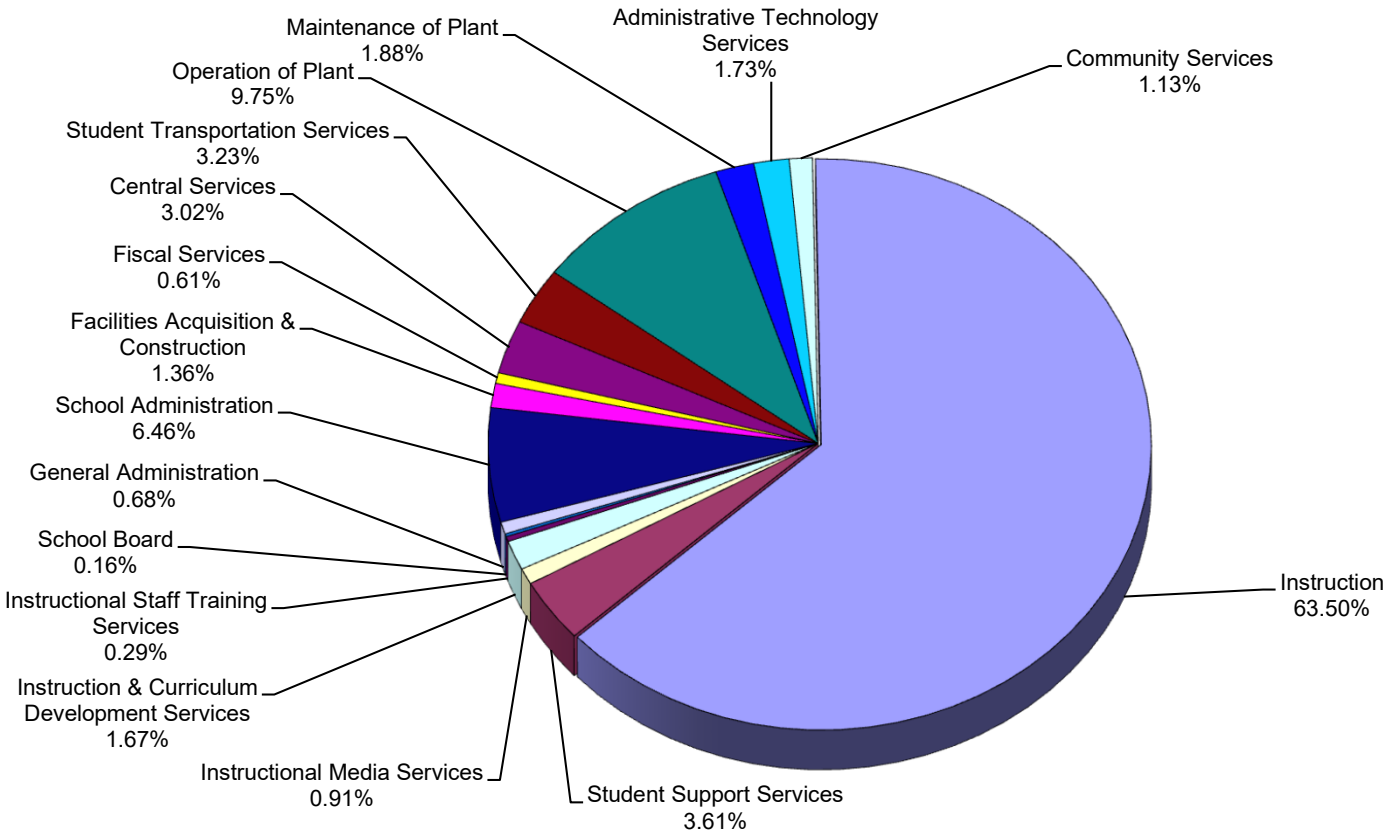
Expenditures by Function - All Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ending October 31, 2024

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual October 2023
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 720,000	$ 720,000	$ 157,096	$ (562,904)	22%	152,396
Miscellaneous Federal Direct	3,584	3,584	-	(3,584)	0%	-
Total Federal Direct	723,584	723,584	157,096	(566,488)	22%	152,396
Federal Through State:						
Vocational Education Act	-	-	-	-		-
Medicaid	905,000	905,000	98,556	(806,444)	11%	71,302
Individuals with Disabilities	115,000	115,586	43,712	(71,874)	38%	100,271
Educational Stabilization K-12	-	-	-	-		-
Educational Stabilization Workforce	-	-	-	-		-
Educational Stabilization VPK	-	-	-	-		-
Miscellaneous Federal Through State	-	1,224,616	764,523	(460,093)	62%	566,000
Total Federal Through State	1,020,000	2,245,201	906,791	(1,338,411)	40%	737,574
State:						
Florida Education Finance Program (FEFP)	118,431,370	118,876,445	39,650,564	(79,225,881)	33%	35,825,630
Workforce Development	10,347,179	10,347,179	3,449,056	(6,898,123)	33%	3,381,432
Workforce Education Performance Incentive	600,000	657,750	57,750	(600,000)	9%	-
CO&DS Withheld for Administrative Expenditures	31,200	31,200	-	(31,200)	0%	-
State License Tax	360,000	360,000	32,705	(327,295)	9%	68,036
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	50,400,319	50,400,319	16,800,108	(33,600,211)	33%	16,344,552
Florida School Recognition Funds	-	3,176,777	3,176,777	-	100%	-
Voluntary Prekindergarten Program	2,256,570	2,256,570	544,621	(1,711,949)	24%	553,959
Other Miscellaneous State Revenue	51,520	874,886	857,838	(17,048)	98%	388,879
Total State	182,478,158	186,981,126	64,569,420	(122,411,706)	35%	56,562,488
Local:						
Required Local Effort & District Nonvoted Operating Disc	286,869,142	286,869,142	215,550	(286,653,592)	0%	130,804
District Voted Additional Operating Tax	75,511,751	75,511,751	54,583	(75,457,168)	0%	
Lease Revenue	294,600	313,700	72,026	(241,674)	23%	72,568
Interest on Investments	11,000,000	11,254,570	4,905,059	(6,349,511)	44%	4,074,361
Student and Adult a la Carte	-	-	-	-		-
Catering/Specials	-	-	-	-		-
Net Increase (Decrease) in Fair Value	-	1,976	286	(1,689)	15%	(244)
Gifts, Grants and Bequests	-	2,520	2,520	-	100%	4,604
Vending Sales	-	-	-	-		63
Student Fees:						
Adult Gen Ed Course Fees	140,000	140,000	89,575	(50,425)	64%	71,370
Post Secondary Vocational Ed Course Fees	1,960,000	1,966,284	1,966,284	-	100%	1,402,805
Continuing Workforce Education Course Fees	135,000	67,350	30,093	(37,257)	45%	28,000
Capital Improvement Fees	184,000	204,534	175,534	(29,000)	86%	134,707
Post Secondary Lab Fees	1,300,000	1,300,000	1,256,464	(43,536)	97%	980,882
Lifelong Learning Fees	6,000	6,000	1,318	(4,682)	22%	810
GED Testing Fees	24,000	24,000	7,075	(16,925)	29%	3,584
Other Student Fees	215,400	711,790	694,574	(17,216)	98%	492,340
Other Fees:						
Preschool Program Fees	955,500	955,500	246,555	(708,945)	26%	262,196
School Age Child Care Fees	6,485,000	6,485,000	1,949,921	(4,535,079)	30%	2,116,259
Other Schools, Courses and Classes Fees	17,200	17,200	5,853	(11,347)	34%	8,103
Miscellaneous Local:						
Bus Fees	65,000	65,000	7,575	(57,425)	12%	6,650
Transportation Services Rendered for School Activities	35,000	35,000	8,531	(26,469)	24%	11,746
Sale of Junk	184,000	184,000	50,348	(133,652)	27%	55,917
Receipt of Federal Indirect Cost Rate	1,400,000	1,400,000	1,111,640	(288,360)	79%	1,041,373
Other Miscellaneous Local Sources	2,509,225	3,091,855	1,598,197	(1,493,658)	52%	1,331,081
Refund of Prior Year's Expenditures	-	-	7,336	7,336	-	1,478
Collections for Lost, Damaged and Sold Textbooks	-	2,165	2,165	-	100%	35
Receipt of Food Service Indirect Costs	2,000,000	2,000,000	699,502	(1,300,498)	35%	630,447
Total Local	391,290,818	392,609,337	15,158,566	(377,450,771)	4%	12,861,941
Total Revenues	575,512,560	582,559,248	80,791,872	(501,767,376)	14%	70,314,399
Expenditures (by Function)						
Current:						
Instruction	436,533,273	440,569,502	116,800,689	323,768,813	27%	108,714,563
Student Support Services	30,119,211	29,110,875	6,638,232	22,472,643	23%	6,331,199
Instructional Media Services	5,750,308	5,753,473	1,681,045	4,072,429	29%	1,664,173
Instruction & Curriculum Development Services	9,038,935	9,619,975	3,072,922	6,547,053	32%	2,692,845
Instructional Staff Training Services	2,017,134	2,260,241	525,769	1,734,472	23%	448,194
Instruction-Related Technology	147	147	-	147	0%	-
School Board	1,630,123	1,712,123	303,266	1,408,857	18%	284,583
General Administration	4,440,064	4,440,064	1,252,998	3,187,066	28%	932,786
School Administration	38,952,677	38,676,644	11,880,981	26,795,663	31%	11,059,543
Facilities Acquisition & Construction	9,185,506	9,319,983	2,509,222	6,810,761	27%	2,072,965
Fiscal Services	3,881,577	3,884,160	1,113,816	2,770,345	29%	1,075,586
Food Services	-	-	-	-		-
Central Services	16,646,461	16,608,878	5,547,699	11,061,178	33%	5,253,306
Student Transportation Services	21,243,010	21,526,161	5,944,200	15,581,961	28%	5,403,782
Operation of Plant	53,906,399	53,144,954	17,937,512	35,207,442	34%	18,882,125
Maintenance of Plant	12,340,728	12,627,786	3,457,080	9,170,706	27%	3,341,916
Administrative Technology Services	9,114,384	9,158,196	3,186,636	5,971,560	35%	2,917,896
Community Services	6,944,106	8,330,120	2,081,808	6,248,311	25%	2,078,431
Debt Service	655,377	822,150	62,323	759,827	8%	36,000
Total Expenditures	662,399,420	667,565,433	183,996,198	483,569,235	28%	173,189,894
Excess (Deficiency) of Revenues Over (Under) Expenditures	(86,886,860)	(85,006,185)	(103,204,326)	(18,198,141)		(102,875,495)
OTHER FINANCING SOURCES (USES)						
Other Loss Recovery	-	-	-	-		-
Transfers In:						
From Capital Project Funds	24,916,839	25,047,819	12,610,411	(12,437,408)	50%	13,153,602
From Special Revenue Funds	-	13,346	-	(13,346)	0%	1,123,770
Transfers Out:						
To Capital Project Funds	-	-	-	-		-
To Internal Service Funds		-	-	-		-
Total Other Financing Sources (Uses)	24,916,839	25,061,165	12,610,411	(12,450,754)	50%	14,277,372
Net Change in Fund Balance	(61,970,021)	(59,945,019)	(90,593,915)	(30,648,895)		(88,598,123)
Fund Balance, Beginning	112,741,820	112,741,820	112,741,820	-		85,961,974
Nonspendable	517,798	517,798		-		-
Restricted	1,009,672	1,009,672		-		-
Assigned	-	-		-		-
Unassigned	49,244,329	51,269,331		-		
Fund Balance, Ending	$ 50,771,799	$ 52,796,801	$ 22,147,905	$ (30,648,895)		(2,636,150)

Expenditures by Function - General Fund



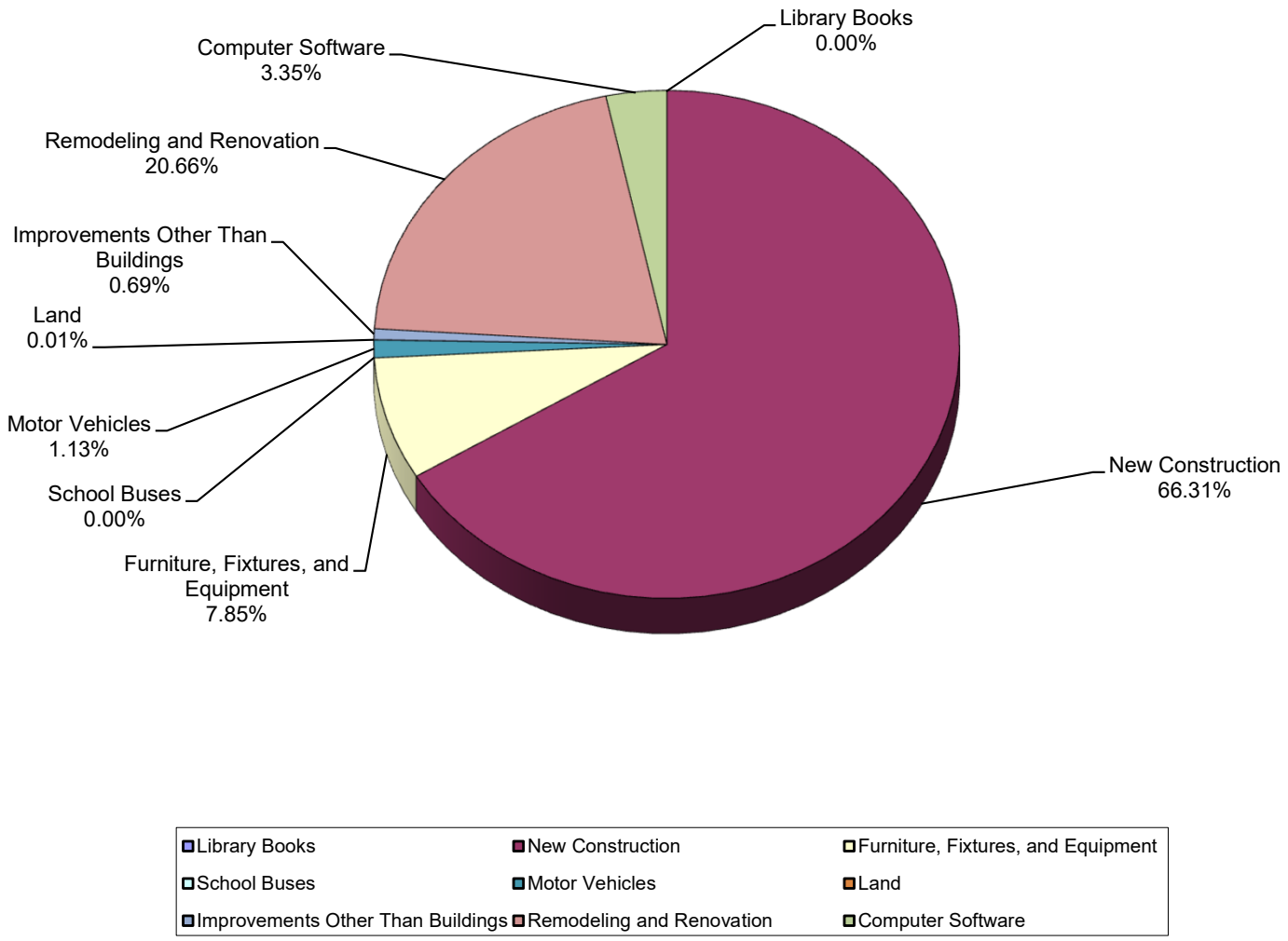
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended October 31, 2024

	Original Budget	Current Budget	YTD Actuals	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2023
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ -	$ (1,005,960)	0%	474,310
Total Federal Direct	1,005,960	1,005,960	-	(1,005,960)		474,310
State:						
CO&DS Withheld for Bonds	339,800	339,800	-	(339,800)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	339,800	339,800	-	(339,800)	0%	-
Local:						
Interest on Investments	275,000	423,988	279,242	(144,746)	66%	261,246
Net Increase (Decrease) in the Fair Value	-	(132,405)	(77,864)	54,540	59%	(126,417)
Total Local	275,000	291,583	201,377	(90,206)	69%	134,829
Total Revenues	1,620,760	1,637,343	201,377	(1,435,966)	12%	609,139
EXPENDITURES						
Current:						
Redemption of Principal	20,034,323	20,034,323	8,175,000	11,859,323	41%	7,785,000
Interest	15,289,128	15,289,128	2,755,980	12,533,148	18%	2,950,605
Dues and Fees	16,360	16,360	1,500	14,860	9%	5,662
Other Debt Service	-	-	-	-		-
Total Debt Service	35,339,811	35,339,811	10,932,480	24,407,331	31%	10,741,267
Total Expenditures	35,339,811	35,339,811	10,932,480	24,407,331	31%	10,741,267
Excess (Deficiency) of Revenues						
Over (Under) Expenditures	(33,719,051)	(33,702,468)	(10,731,103)	22,971,365		(10,132,128)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	33,994,051	33,994,051	10,943,823	(23,050,228)	32%	10,789,409
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	33,994,051	33,994,051	10,943,823	(23,050,228)		10,789,409
Total Other Financing Sources (Uses)	33,994,051	33,994,051	10,943,823	(23,050,228)	32%	10,789,409
Net Change in Fund Balances	275,000	291,583	212,720	(78,863)		657,280
Fund Balances, Beginning	13,864,339	13,864,339	13,864,339	-		12,831,068
Fund Balances, Ending	$ 14,139,339	$ 14,155,922	$ 14,077,059	$ (78,863)		13,488,349

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Project Funds
For Month Ended October 31, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2023
REVENUES						
State:						
CO&DS Distributed	$ 1,712,268	$ 1,771,556	$ -	$ 1,771,556	0%	-
Interest on CO&DS	55,566	55,566	-	55,566	0%	-
Public Education Capital Outlay PECO	3,748,001	3,748,001	748,001	3,000,000	20%	-
Charter School Cap Outlay PECO	6,745,480	6,745,480	1,890,134	4,855,346	28%	1,492,807
Other Miscellaneous State Revenue	4,341,987	4,472,372	641,368	3,831,004	14%	1,048,011
Total State Sources	16,603,303	16,792,975	3,279,503	13,513,472	20%	2,540,818
Local:						
District Capital Taxes	113,267,626	113,267,626	82,108	113,185,518	0%	37,791
Local Sales Tax	53,756,695	53,756,695	9,428,125	44,328,570	18%	9,681,239
Interest on Investments	6,382,709	6,382,709	2,471,464	3,911,245	39%	4,298,233
Other Miscellaneous Local Sources	79,875	79,875	577,758	(497,883)	723%	653,278
Impact Fees	32,650,000	32,650,000	11,017,485	21,632,515	34%	10,476,894
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	206,136,905	206,136,905	23,576,940	182,559,965	11%	25,147,435
Total Revenues	222,740,208	222,929,880	26,856,443	196,073,438	12%	27,688,254
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	364,905,398	359,047,692	57,206,140	301,841,552	16%	27,231,574
Furniture, Fixtures, and Equipment	16,324,706	23,326,064	6,768,444	16,557,620	29%	7,036,168
School Buses	2,691,705	2,691,705	-	2,691,705	0%	223,198
Motor Vehicles	634,686	998,264	973,408	24,856	98%	129,845
Land	5,000,000	5,000,000	10,000	4,990,000	0%	-
Improvements Other Than Buildings	6,212,701	6,209,691	596,560	5,613,131	10%	2,032,713
Remodeling and Renovation	79,024,468	82,486,173	17,825,081	64,661,093	22%	10,020,471
Computer Software	4,112,187	4,078,006	2,888,702	1,189,303	71%	2,918,690
Total Capital Outlay	478,905,851	483,837,594	86,268,335	397,569,259	18%	49,592,658
Other Expenses:						
Charter School Capital Outlay 1.5 M	5,329,781	5,329,781	-	5,329,781	0%	-
Charter School Capital Outlay Sales Tax	201,761	201,761	-	201,761	0%	156,437
Total Other Expenses	5,531,542	5,531,542	-	5,531,542		156,437
Debt Service:						
Redemption of Principal	1,819,333	1,894,386	672,761	1,221,626	36%	435,676
Interest	-	46,183	46,183	-	100%	1,582
Dues and Fees	-	-	-	-		-
Total Debt Service	1,819,333	1,940,570	718,944	1,221,626	37%	437,258
Total Expenditures	486,256,726	491,309,706	86,987,279	404,322,427	18%	50,186,354
Excess (Deficiency) of Revenues Over (Under) Expenditures	(263,516,518)	(268,379,825)	(60,130,836)	208,248,990		(22,498,100)
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Lease Agreements and SBITAs	401,797	2,162,189	2,162,189	-		-
Insurance Loss Recovery	-	2,733,404	-	2,733,404	0%	-
Certificates of Participation Issued	140,000,000	140,000,000	-	140,000,000	0%	-
Premiums on Certificates of Participation Issued	-	-	-	-		-
Proceeds of Lease-Purchase Agreements	-	-	-	-		1,878,184
Transfers In:						
From General Fund	-	-	-	-		-
Transfers Out:						
To General Fund	(24,916,840)	(25,047,819)	(12,610,411)	(12,437,408)	50%	(13,153,602)
To Debt Service	(33,994,051)	(33,994,051)	(10,943,823)	(23,050,228)	32%	(10,789,409)
Total Transfers	(58,910,890)	(59,041,870)	(23,554,234)	(35,487,636)		(23,943,010)
Total Other Financing Sources (Uses)	81,490,906	85,853,723	(21,392,045)	(107,245,768)	-25%	(22,064,826)
Net Change in Fund Balances	(182,025,611)	(182,526,102)	(81,522,881)	101,003,222		(44,562,927)
Fund Balances, Beginning	303,480,407	303,480,407	303,480,407	-		330,630,793
Fund Balances, Ending	$ 121,454,796	$ 120,954,305	$ 221,957,526	$ 101,003,222		286,067,866

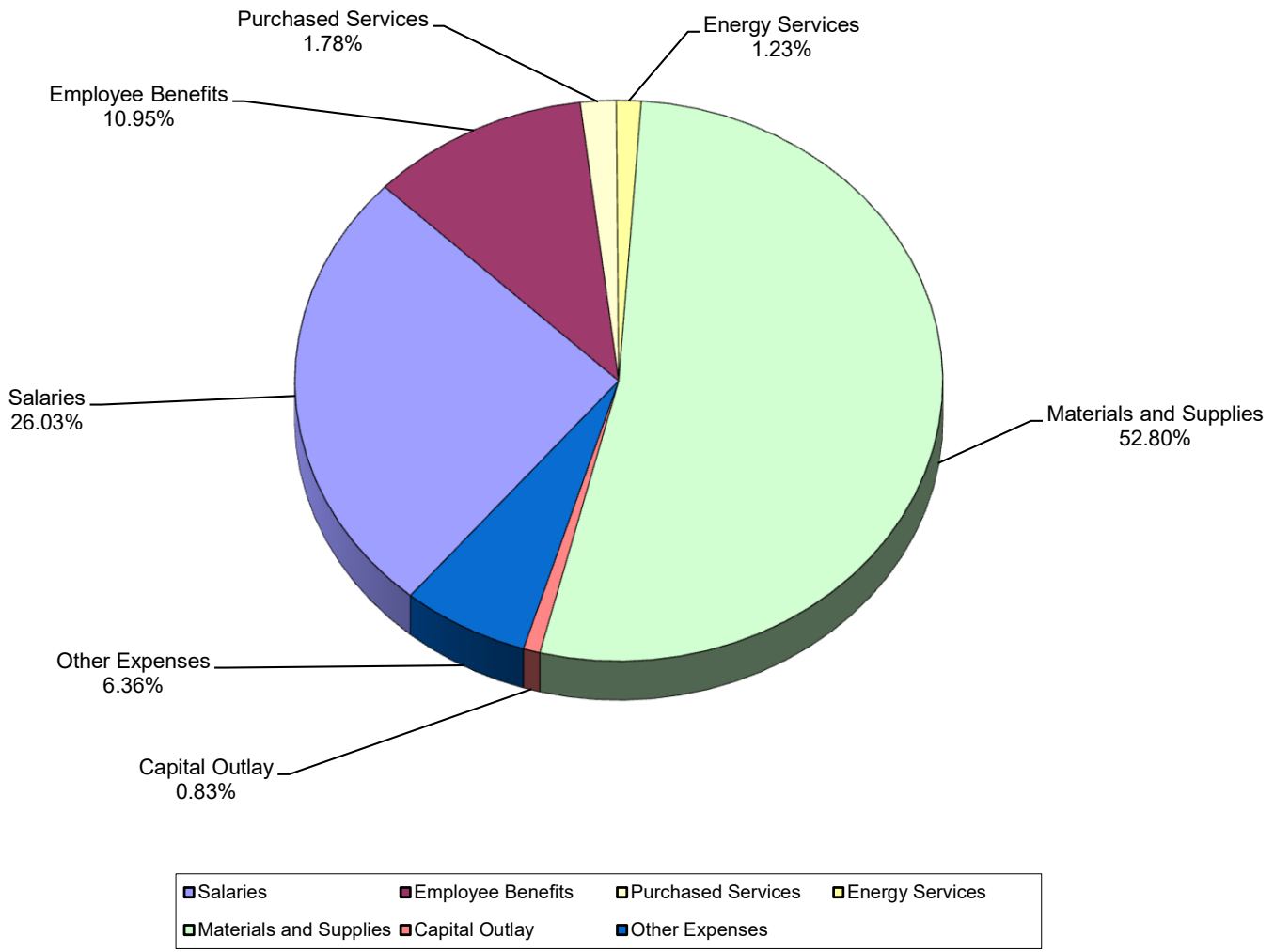
Expenditures by Object - Capital Projects Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Funds
For Month Ended October 31, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2023
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	-	$ -		-
School Lunch Reimbursement	18,026,000	18,026,000	5,323,067	12,702,933	30%	5,312,388
School Breakfast Reimbursement	6,814,900	6,814,900	1,896,182	4,918,718	28%	1,893,523
After-School Snack Reimbursement	135,725	135,725	59,293	76,432	44%	33,979
Child Care Food Program	1,262,525	1,262,525	335,940	926,585	27%	370,956
USDA Donated Commodities	2,213,190	2,213,190	-	2,213,190	0%	-
Cash n Lieu of Donated	80,000	80,000	22,750	57,250	28%	25,881
Summer Food Service Program	-	-	-	-		-
Other Food Service Revenue	-	37,250	708	36,542	2%	-
Total Federal Through State	28,532,340	28,569,590	7,637,940	20,931,650	27%	7,636,727
State:						
School Breakfast Supplement	150,000	150,000	71,304	78,696	48%	-
School Lunch Supplement	170,000	170,000	77,839	92,161	46%	-
Other Miscellaneous State	-	-	-	-		-
Total State	320,000	320,000	149,143	170,857	47%	-
Local:						
Interest on Investments	420,000	420,000	33,641	386,359	8%	95,601
Student Lunches	4,400,000	4,400,000	1,124,067	3,275,933	26%	1,193,958
Student Breakfasts	-	-	-	-		26,801
Adult Breakfast/Lunch	190,000	190,000	23,094	166,906	12%	50,379
Student/Adult Ala Carte	2,400,000	2,400,000	619,525	1,780,475	26%	660,149
Catering/Special	46,000	46,000	9,776	36,224	21%	5,318
Other Food Sales	-	-	-	-		52
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(109)	109		(617)
Sale of Junk	-	-	1,875	(1,875)		-
Other Miscellaneous Local Sources	150,000	150,000	44,470	105,530	30%	44,406
Refund of Prior Year Expense	-	-	-	-		-
Total Local	7,606,000	7,606,000	1,856,341	5,749,659	24%	2,076,049
Total Revenues	36,458,340	36,495,590	9,643,424	26,852,166	26%	9,712,775
EXPENDITURES						
Current:						
Salaries	9,602,000	9,602,000	2,910,432	6,691,568	30%	2,927,200
Employee Benefits	3,701,161	3,701,161	1,224,326	2,476,835	33%	1,073,506
Purchased Services	865,243	872,765	199,516	673,248	23%	248,540
Energy Services	650,000	650,000	138,019	511,981	21%	209,382
Materials and Supplies	20,481,050	20,496,596	5,902,657	14,593,939	29%	5,790,246
Capital Outlay	940,000	940,000	93,220	846,780	10%	148,479
Other Expenses	1,821,000	1,822,336	711,302	1,111,034	39%	640,647
Total Food Service	38,060,454	38,084,858	11,179,472	26,905,385	29%	11,038,000
Total Expenditures	38,060,454	38,084,858	11,179,472	26,905,385	29%	11,038,000
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,602,114)	(1,589,268)	(1,536,048)	(53,220)		(1,325,225)
OTHER FINANCING SOURCES (USES)						
Other Loss Recovery	-	500	500	-	100%	-
Transfers Out:						
To General Fund	-	(13,346)	-	(13,346)	0%	-
	-	-	-	-		-
Total Other Financing Sources (Uses)	-	(12,846)	500	(13,346)		-
Net Change in Fund Balance	(1,602,114)	(1,602,114)	(1,535,548)	(66,566)		(1,325,225)
Fund Balance, Beginning	12,588,545	12,588,545	12,588,545	-		14,607,124
Fund Balance, Ending	$ 10,986,431	$ 10,986,431	11,052,996	$ (66,566)		13,281,899

Expenditures by Object - Food Service Fund

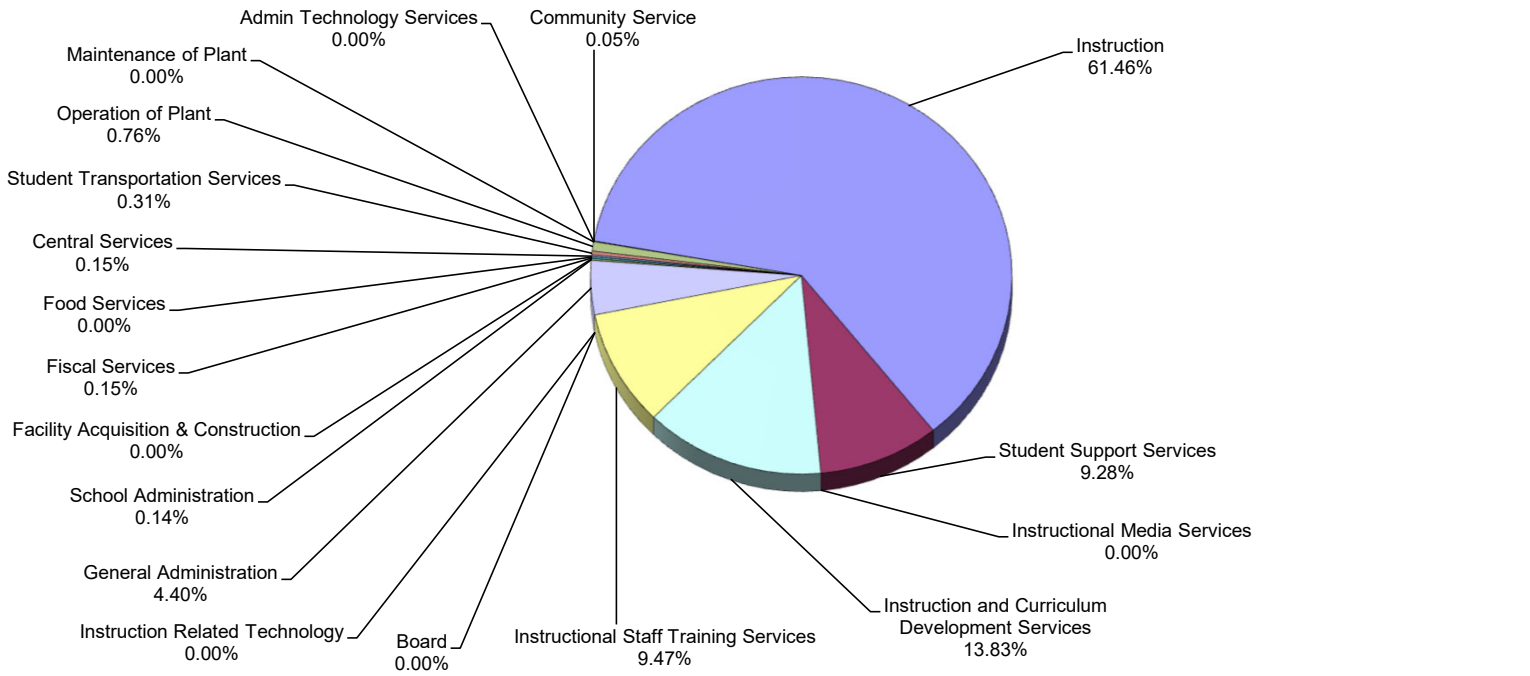


School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended October 31, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2023
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	$ -		-
Pell	-	370,281	355,548	14,733	96%	685,277
Miscellaneous Federal Direct	-	305,994	145,986	160,008	48%	244,557
Total Federal Direct	-	676,275	501,534	174,741	74%	929,835
Federal Through State:						
Career and Technical Education	-	707,671	178,788	528,883	25%	88,266
Teacher/Principal Training & Recruiting	2,256,044	2,241,601	713,497	1,528,104	32%	497,546
Adult Migrant Education	-	237,195	99,880	137,315	42%	104,085
Eng Lit and Civics Education	-	117,283	47,412	69,871	40%	36,895
Individuals with Disabilities Education Act	19,190,477	19,308,238	3,846,870	15,461,368	20%	3,204,095
Elementary and Secondary Education Act Title I	13,503,107	17,452,422	5,093,751	12,358,670	29%	4,356,868
Language Instruction Title III	-	1,050,443	534,681	515,762	51%	303,660
Adult General Education	-	742,252	237,233	505,019	32%	207,830
21st Century Schools - Title IV	-	1,375,870	320,644	1,055,226	23%	364,429
Educational Stabilization Funds - K-12	-	-	13,279,659	(13,279,659)		17,808,745
Educational Stabilization Funds - Workforce		-	(529)	529		142,967
Educational Stabilization Funds - VPK		-	-	-		86,748
Other Federal Through State	-	1,574,759	322,320	1,252,438	20%	41,823
Total Federal Through State	34,949,628	44,807,733	24,674,207	20,133,527	55%	27,243,955
Total Revenues	34,949,628	45,484,008	25,175,741	20,308,268	55%	28,173,790
EXPENDITURES						
Current:						
Instruction	16,943,101	22,334,959	15,472,972	6,861,987	69%	16,368,610
Student Support Services	1,188,789	3,390,827	2,336,890	1,053,937	69%	2,413,239
Instructional Media Services	-	-	-	-		52,000
Instruction and Curriculum Development Services	10,700,171	12,454,722	3,481,698	8,973,023	28%	2,718,630
Instructional Staff Training Services	4,626,843	5,086,495	2,383,253	2,703,241	47%	2,619,757
Board	-	-	-	-		1,000
Instruction Related Technology	2,456	2,456	119	2,337	5%	4,119
General Administration	1,347,066	1,696,690	1,108,579	588,112	65%	1,051,139
School Administration	-	308,295	36,119	272,176	12%	343,717
Facility Acquisition & Construction	-	-	-	-		14,000
Fiscal Services	-	(93,077)	37,171	(130,248)	-40%	101,686
Food Services	-	(3,716)	-	(3,716)	0%	303,147
Central Services	77,000	(9,196)	38,282	(47,478)	-416%	174,390
Student Transportation Services	64,203	227,414	77,555	149,859	34%	263,889
Operation of Plant	-	78,063	191,741	(113,678)	246%	375,837
Maintenance of Plant	-	-	-	-		104,839
Admin Technology Services	-	(1,578)	-	(1,578)	0%	135,212
Community Services	-	11,655	11,363	292	97%	4,810
Total Expenditures	34,949,628	45,484,008	25,175,741	20,308,267	55%	27,050,020
Excess (Deficiency) of Revenues Over (Under) Expenditures	(0)	0	(0)	0		1,123,770
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	-	-	-		(1,123,770)
To Internal Service Fund	-	-	-	-		-
Total Other Financing Sources (Uses)	-	-	-	-		(1,123,770)
Net Change in Fund Balance	(0)	0	(0)	0		(0)
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ (0)	$ 0	$ (0)	$ 0		(0)

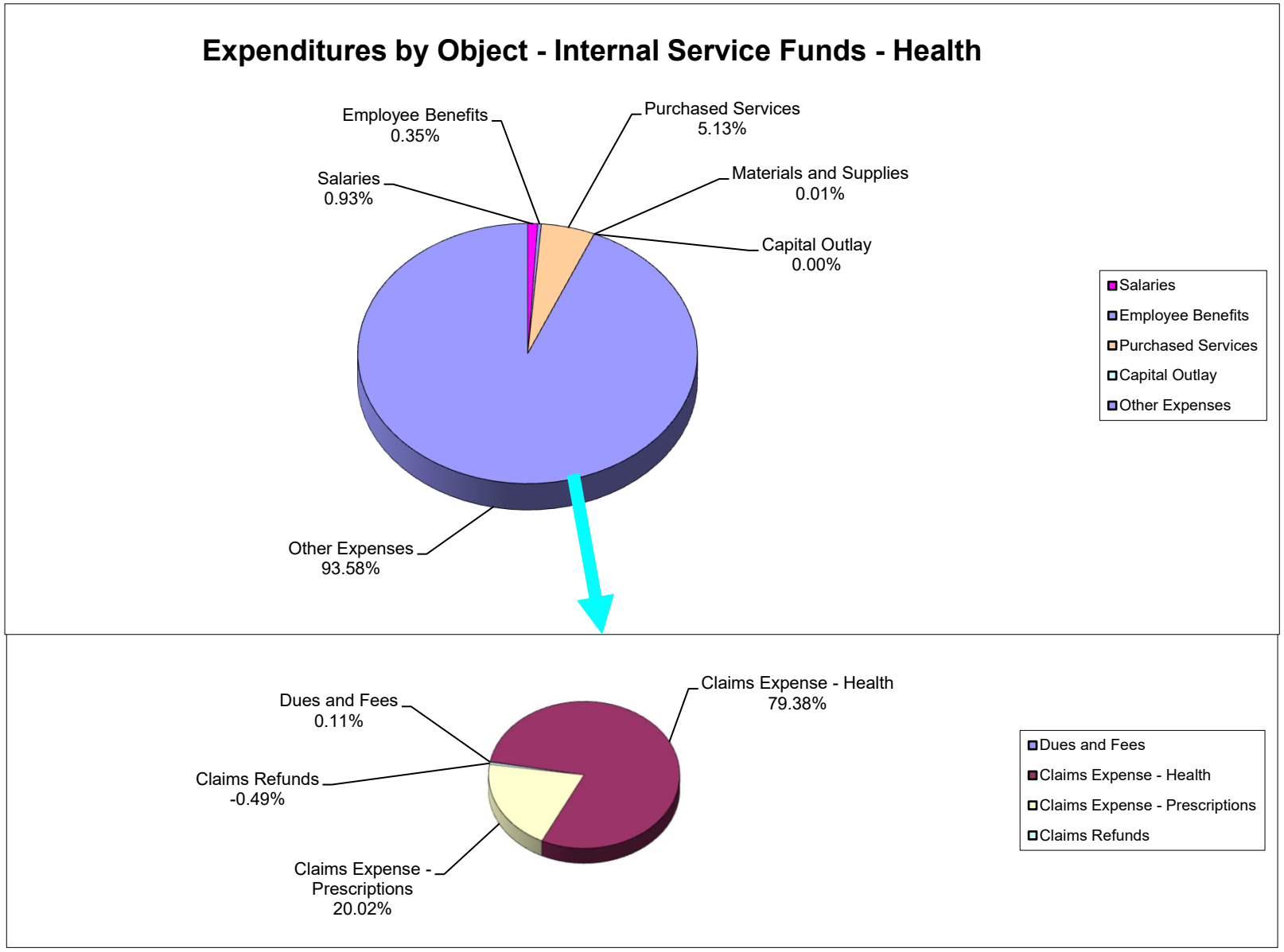
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Internal Service Funds - Health
For Month Ended October 31, 2024

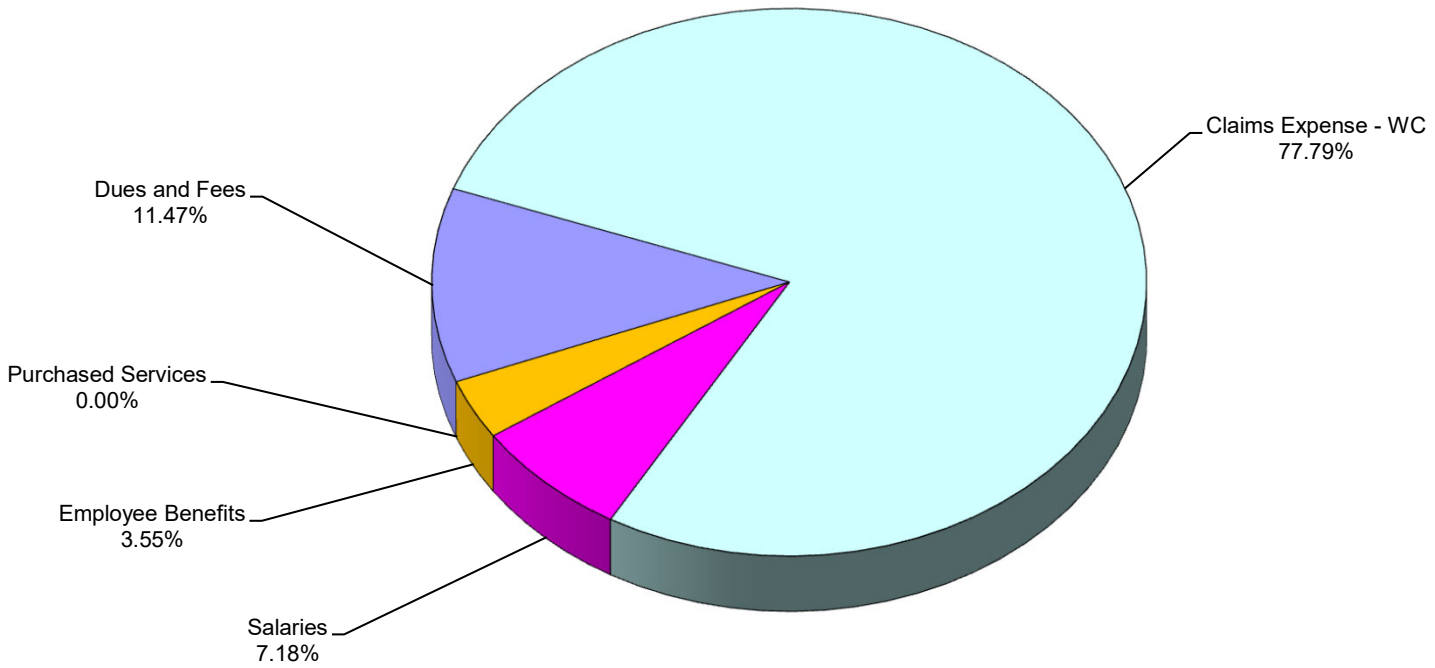
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2023
REVENUES						
Operating Revenues:						
Premium - Employer	$ 43,648,050	$ 43,648,050	$ 11,653,442	$ 31,994,608	27%	9,359,827
Premium - Employee	14,016,875	14,016,875	3,792,871	10,224,004	27%	3,250,867
Premium - Retiree	1,350,000	1,350,000	982,656	367,344	73%	491,903
Premium - Leave/COBRA	390,000	390,000	92,181	297,819	24%	125,033
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	59,404,925	59,404,925	16,521,150	42,883,775	28%	13,227,629
Total Revenues	59,404,925	59,404,925	16,521,150	42,883,775	28%	13,227,629
EXPENDITURES						
Operating Expenditures:						
Salaries	576,357	576,401	198,520	377,882	34%	202,241
Employee Benefits	553,471	553,471	74,701	478,770	13%	69,197
Purchased Services	3,037,433	3,647,433	1,089,361	2,558,072	30%	1,107,195
Materials and Supplies	2,500	2,500	1,625	875	65%	739
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	22,506	22,506	22,506	-	100%	21,505
Subs for ATD	-	-	-	-		-
Claims Expense - Health	46,675,594	46,254,292	15,937,414	30,316,878	34%	17,187,789
Claims Expense - Prescriptions	10,901,000	10,901,000	4,019,749	6,881,251	37%	3,638,452
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	-	(188,743)	(97,512)	(91,230)	52%	(454,140)
Total Other Expenses	57,599,100	56,989,055	19,882,157	37,106,899	35%	20,393,606
.						
Total Expenditures	61,768,861	61,768,861	21,246,364	40,522,497	34%	21,772,978
Operating Income (Loss)	(2,363,936)	(2,363,936)	(4,725,214)	(2,361,278)		(8,545,349)
Transfers In:						
From General Fund	-	-	-			-
From Special Revenue	-	-	-	-		-
Total Transfers		-	-			-
Change in Net Position	(2,363,936)	(2,363,936)	(4,725,214)	(2,361,278)		(8,545,349)
Net Position, Beginning	13,363,719	13,363,719	13,363,719	-		12,870,340
Net Position, Ending	$ 10,999,783	$ 10,999,783	8,638,505	(2,361,278)		4,324,991


Expenditures by Object - Internal Service Funds - Health
Employee Benefits
0.35%
Purchased Services
5.13%
Salaries
0.93%
Materials and Supplies
0.01%
Capital Outlay
0.00%
Other Expenses
93.58%
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Claims Expense - Health
79.38%
Dues and Fees
0.11%
Claims Refunds
-0.49%
Claims Expense -
Prescriptions
20.02%
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 Balance
Internal Service Funds - Workers Compensation
For Month Ended October 31, 2024

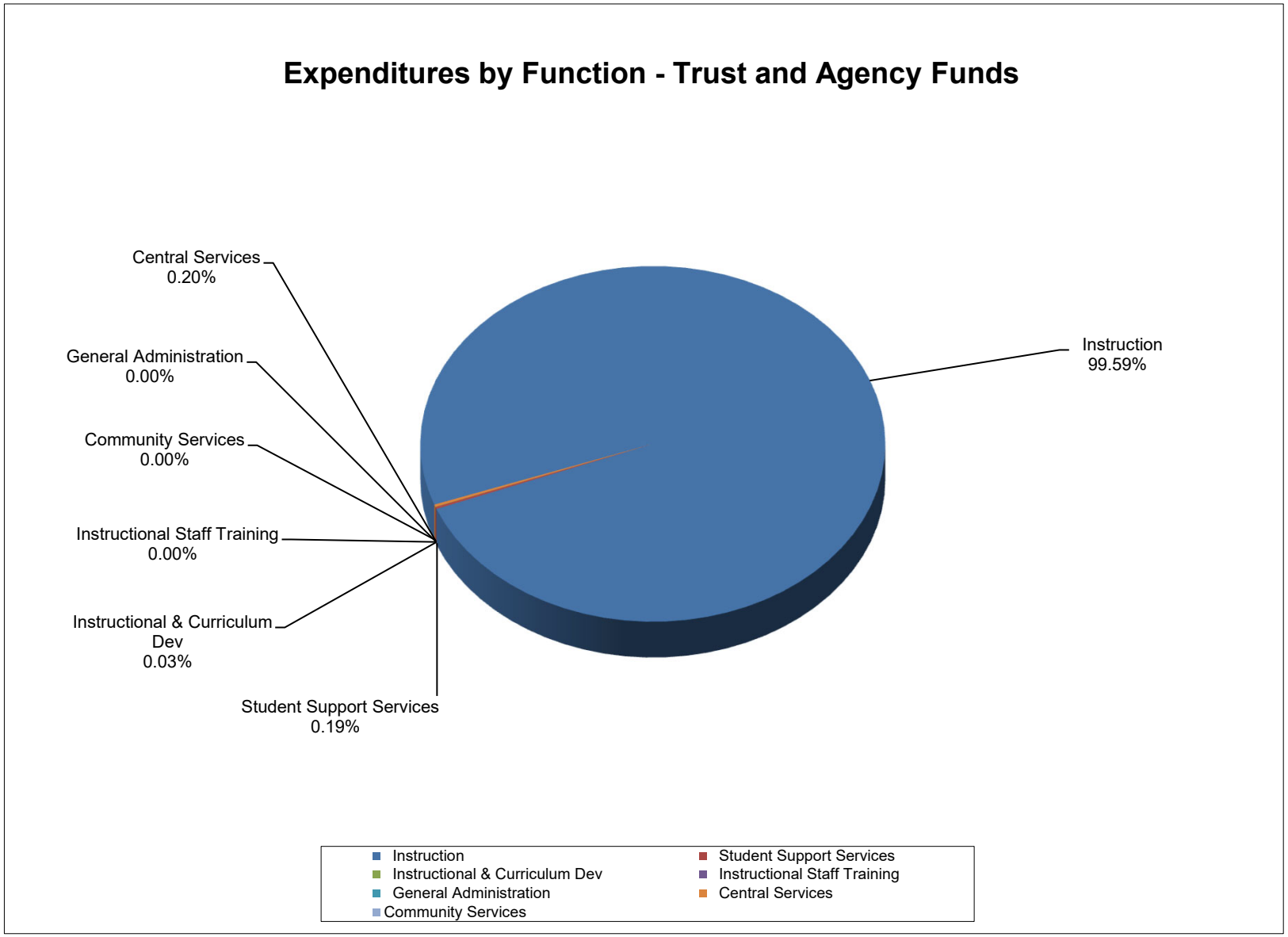
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2023
REVENUES						
Operating Revenues:						
Premium - Employer	$ 4,600,000	$ 4,600,000	$ 1,454,598	$ 3,145,402	32%	1,232,188
Total Operating Revenues	4,600,000	4,600,000	1,454,598	3,145,402	32%	1,232,188
Total Revenues	4,600,000	4,600,000	1,454,598	3,145,402	32%	1,232,188
EXPENDITURES						
Operating Expenditures:						
Salaries	184,035	184,035	63,756	120,278	35%	62,112
Employee Benefits	72,896	72,896	31,542	41,354	43%	30,146
Purchased Services	-	-	-	-		-
Other Expenses:						
Dues and Fees	388,293	388,293	101,841	286,451	26%	135,998
Claims Expense - Workers' Comp	3,560,212	3,560,212	693,658	2,866,555	19%	811,350
Claims Refund	-	-	(3,100)	3,100		(3,848)
Total Other Expenses	3,948,505	3,948,505	792,399	3,156,106	20%	943,499
Total Expenditures	4,205,435	4,205,435	887,697	3,317,738	21%	1,035,757
Operating Income (Loss)	394,565	394,565	566,900	172,336		196,432
Change in Net Position	394,565	394,565	566,900	172,336		196,432
Net Position, Beginning	1,611,743	1,991,038	1,991,038	-		1,565,045
Net Position, Ending	$ 2,006,308	$ 2,385,603	$ 2,557,939	$ 172,336		1,761,477

Expenditures by Object - Internal Service Funds
Workers Compensation



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Trust and Agency Funds
For Month Ended October 31, 2024

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual October 2023
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 229,161	$ 229,161	$ 161,276	$ 67,885	70%	112,464
Total Federal Direct	229,161	229,161	161,276	67,885	70%	112,464
Local:						
Gifts, Grants, & Bequests	-	22,910	22,910	-	100%	6,910
Financial Aid Fees	260,000	351,071	351,071	-	100%	269,416
Other Student Fees	-	-	-	-		-
Other Miscellaneous Local Sources	320,124	320,124	52,691	267,433	16%	217,528
Total Local	580,124	694,105	426,672	267,433	61%	493,854
Total Revenues	809,285	923,265	587,947	335,318	64%	606,318
EXPENDITURES						
Instruction	2,005,374	2,116,444	171,268	1,945,176	8%	331,558
Student Support Services	1,580	4,390	321	4,069	7%	3,253
Instructional & Curriculum Dev	25,428	25,428	49	25,379	0%	-
Instructional Staff Training	-	-	-	-		-
General Administration	13,839	13,839	-	13,839	0%	-
Central Services	6,374	6,474	340	6,134	5%	568
Operation of Plant	270	270	-	270	0%	-
Admin. Technology Services	-	-	-	-		-
Community Services	3,500	3,500	-	3,500	0%	-
Total Expenditures	2,056,365	2,170,346	171,978	1,998,368	8%	335,380
Change in Net Position	(1,247,081)	(1,247,081)	415,969	1,663,050		270,938
Net Position, Beginning	1,247,081	1,247,081	1,247,081	-		1,121,660
Net Position, Ending	$ 0	$ 0	$ 1,663,050	$ 1,663,050		1,392,599


Expenditures by Function - Trust and Agency Funds
Central Services
0.20%
General Administration
0.00%
Community Services
0.00%
Instructional Staff Training
0.00%
Instructional & Curriculum Dev
0.03%
Student Support Services
0.19%
Instruction
99.59%
Instruction
Student Support Services
Instructional & Curriculum Dev
Instructional Staff Training
General Administration
Central Services
Community Services

AGENDA ITEM NO. 16.2

School Board of Manatee County
December 10, 2024 - Regular Board Meeting

Title
Year-to-Date Charter School Financial Statement Summary Through October 31, 2024

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 Sum 24-25-Consolidated 2024-10.pdf

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2024-25

	JUL	AUG	SEP	OCT
2101 - Manatee School for the Arts & Sciences (2)				
Fund Balance July 1, 2024	**$ 1,182,990.00**	**$ 1,182,990.00**	**$ 1,182,990.00**	**$ 1,095,089.00**
Revenue	85,054.00	215,600.00	326,311.00	476,168.00
Expense	(31,503.00)	(155,365.00)	(283,044.00)	(397,170.00)
Transfers				
Fund Balance, Ending	**$ 1,236,541.00**	**$ 1,243,225.00**	**$ 1,226,257.00**	**$ 1,174,087.00**
Unrestricted/Unassigned Fund Balance	$ 24,445.00	$ 31,159.00	$ 27,827.00	$ (61,091.00)
2102 - Team Success* (2)				
Fund Balance July 1, 2024			**$ 3,471,538.00**	
Revenue			3,598,004.00	
Expense			(4,239,741.00)	
Transfers			(481,120.00)	
Fund Balance, Ending			**$ 2,348,681.00**	
Unrestricted/Unassigned Fund Balance			$ 2,180,412.00	
2104 - Manatee School for the Arts (2)				
Fund Balance July 1, 2024	**$ 10,765,785.00**	**$ 10,765,785.00**	**$ 6,118,877.00**	**$ 6,118,877.00**
Revenue	1,757,360.00	3,934,801.00	5,917,344.00	8,104,970.00
Expense	(1,618,107.00)	(3,216,446.00)	(4,560,432.00)	(5,934,974.00)
Transfers		(292,421.00)		
Fund Balance, Ending	**$ 10,905,038.00**	**$ 11,191,719.00**	**$ 7,475,789.00**	**$ 8,288,873.00**
Unrestricted/Unassigned Fund Balance	$ 10,309,386.00	$ 10,893,893.00	$ 7,475,789.00	$ 8,288,873.00
2120 - Rowlett Middle Academy* (2)				
Fund Balance July 1, 2024			**$ 422,804.00**	
Revenue			1,747,298.52	
Expense			(1,923,121.98)	
Transfers			(130,521.17)	
Fund Balance, Ending	**$ -**	**$ -**	**$ 116,459.37**	**$ -**
Unrestricted/Unassigned Fund Balance			$ 60,809.98	
2121 - Manatee Charter School (2)				
Fund Balance July 1, 2024	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**	**$ 203,748.62**
Revenue	502,133.71	1,015,816.42	1,542,977.94	2,079,461.40
Expense	(179,487.51)	(591,717.92)	(960,934.87)	(1,824,940.86)
Transfers	(89,673.96)	(179,347.92)	(269,021.88)	(29,802.67)
Fund Balance, Ending	**$ 436,720.86**	**$ 448,499.20**	**$ 516,769.81**	**$ 428,466.49**
Unrestricted/Unassigned Fund Balance	$ 362,874.62	$ 386,528.80	456,149.41	$ 362,137.55
2122 - Oasis Middle School (2)				
Fund Balance July 1, 2024	**$ (146,230.00)**	**$ (146,230.00)**	**$ (146,231.00)**	**$ (278,739.00)**
Revenue	59,260.00	178,717.00	247,261.00	307,869.00
Expense	(41,921.00)	(105,746.00)	(168,720.00)	(227,349.00)
Transfers				
Fund Balance, Ending	**$ (128,891.00)**	**$ (73,259.00)**	**$ (67,690.00)**	**$ (198,219.00)**
Unrestricted/Unassigned Fund Balance	$ (128,891.00)	$ (73,259.00)	$ (67,689.00)	$ (198,218.00)
2123 - Imagine Charter - North Manatee (2)				
Fund Balance July 1, 2024	**$ 716,217.00**	**$ 716,217.00**	**$ 182,916.00**	**$ 182,916.00**
Revenue	598,373.00	1,377,855.00	2,160,099.00	2,681,972.00
Expense	(632,835.00)	(1,463,851.00)	(2,209,084.00)	(2,983,634.00)
Transfers				
Fund Balance, Ending	**$ 681,755.00**	**$ 630,221.00**	**$ 133,931.00**	**$ (118,746.00)**
Unrestricted/Unassigned Fund Balance	$ 681,755.00	$ 630,221.00	$ 133,931.00	$ (118,746.00)
2124 - Imagine Charter- Lakewood Ranch (2)				
Fund Balance July 1, 2024	**$ 367,344.00**	**$ 367,344.00**	**$ 2,721.00**	**$ 2,721.00**
Revenue	453,087.00	744,319.00	1,523,818.00	1,806,702.00
Expense	(557,449.00)	(865,765.00)	(1,537,398.00)	(2,035,283.00)
Transfers				
Fund Balance, Ending	**$ 262,982.00**	**$ 245,898.00**	**$ (10,859.00)**	**$ (225,860.00)**
Unrestricted/Unassigned Fund Balance	$ 190,033.00	$ 245,898.00	$ (10,859.00)	$ (225,860.00)

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2024-25

	JUL	AUG	SEP	OCT
2131 - Palmetto Charter School* (2)				
Fund Balance July 1, 2024			**$ 1,896,687.00**	
Revenue			1,108,230.91	
Expense			(1,010,676.65)	
Transfers				
Fund Balance, Ending			**$ 1,994,241.26**	
Unrestricted/Unassigned Fund Balance			$ 1,994,241.26	
2141 - State College of FL Collegiate School* (2)				
Fund Balance July 1, 2024			**$ 2,734,464.00**	
Revenue			1,071,470.00	
Expense			(653,548.00)	
Transfers				
Fund Balance, Ending			**$ 3,152,386.00**	
Unrestricted/Unassigned Fund Balance			$ 3,152,386.00	
2161 - Visible Men Academy (2)				
Fund Balance July 1, 2024	**$ 182,837.13**	**$ 182,837.13**	**$ 537,782.13**	**$ 537,782.13**
Revenue	85,008.52	176,834.82	605,446.26	678,341.80
Expense	(144,367.48)	(301,939.69)	(771,603.87)	(1,199,954.10)
Transfers		7,408.00	11,029.00	7,418.00
Fund Balance, Ending	**$ 123,478.17**	**$ 65,140.26**	**$ 382,653.52**	**$ 23,587.83**
Unrestricted/Unassigned Fund Balance	$ 104,183.85	$ 45,845.94	$ 357,359.20	$ (1,706.49)
2171 - Rowlett Academy for Arts - Elementary* (2)				
Fund Balance July 1, 2024			**$ 2,117,523.00**	
Revenue			2,401,184.60	
Expense			(2,595,486.78)	
Transfers			(247,257.42)	
Fund Balance, Ending			**$ 1,675,963.40**	
Unrestricted/Unassigned Fund Balance			$ 1,608,024.28	
2181 - Parrish Charter Academy (2)				
Fund Balance July 1, 2024	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**	**$ 2,687,729.00**
Revenue	697,832.00	1,423,281.00	2,201,498.00	3,064,305.00
Expense	(964,973.00)	(1,652,104.00)	(2,643,072.00)	(3,406,824.00)
Transfers	41.00	422,108.00	372,027.00	230,313.00
Fund Balance, Ending	**$ 2,420,629.00**	**$ 2,881,014.00**	**$ 2,618,182.00**	**$ 2,575,523.00**
Unrestricted/Unassigned Fund Balance	$ 1,454,823.00	$ 2,881,014.00	$ 2,613,183.00	$ 2,570,522.00
2182 - Lakewood Ranch Preparatory Academy (2)				
Fund Balance July 1, 2024	**$ 370,824.39**	**$ 370,824.39**	**$ 509,530.00**	**$ 509,530.00**
Revenue	947,490.17	2,451,418.64	3,784,665.73	5,282,215.18
Expense	(565,224.50)	(1,612,538.38)	(2,670,370.66)	(3,771,125.49)
Transfers	(378,179.62)	(756,359.23)	(1,190,383.84)	(1,587,178.46)
Fund Balance, Ending	**$ 374,910.44**	**$ 453,345.42**	**$ 433,441.23**	**$ 433,441.23**
Unrestricted/Unassigned Fund Balance	$ 17,606.74	$0.00	$0.00	$ 433,441.23
2192 Hola! At MSA (2)				
Fund Balance July 1, 2024	**$ 9,396.00**	**$ 9,396.00**	**$ (930,510.00)**	**$ (930,510.00)**
Revenue	344,606.00	768,847.00	1,205,357.00	2,509,992.00
Expense	(317,501.00)	(721,069.00)	(1,188,025.00)	(1,570,060.00)
Transfers				
Fund Balance, Ending	**$ 36,501.00**	**$ 57,174.00**	**$ (913,178.00)**	**$ 9,422.00**
Unrestricted/Unassigned Fund Balance	$ 21,515.00	$ 50,775.00	$ (913,178.00)	$ 9,422.00
2191 ALS dba Bradenton Bay Charter				
Fund Balance July 1, 2024	**$ -**	**$ -**	**$ -**	**$ -**
Revenue	78,853.00	315,299.00	444,031.00	579,145.00
Expense	(76,487.00)	(227,890.00)	(340,511.00)	(485,397.00)
Transfers		(185,216.00)	(185,216.00)	(280,770.00)
Fund Balance, Ending	**$ 2,366.00**	**$ (97,807.00)**	**$ (81,696.00)**	**$ (187,022.00)**
Unrestricted/Unassigned Fund Balance	$ 2,366.00	$ (97,807.00)	$ (81,696.00)	$ (187,022.00)

***Quarterly Reports/High Performing**

(1)Adjusted Charter school beginning fund balance to properly reflect the unaudited beginning fund balance as of 7/1/2024.
(2) Adjusted Charter school beginning fund balance to properly reflect the Audited Ending fund balance 6/30/24
(3) Financial Statements need to be provided

NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to Florida Department of Education.

AGENDA ITEM NO. 16.3

School Board of Manatee County
December 10, 2024 - Regular Board Meeting

Title
Quarterly ESSER Report for Period Ending September 30, 2024

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 September 30, 2024.

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:
Final ESSER Board Report 09-30-2024

Project Status A

ESSER as of 09/30/2024

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	Remaining Charter and Indirect Costs Budget	Remaining Balance after Charter and Indirect Costs	% Remaining Balance after Charter and Indirect Costs	Ending Date
44501	**ARP Act ESSER**	4930504379	ESSER III	71,107,723.00	66,462,580.90	2,511,568.26	732.82	4,645,142.10	2,132,841.02	2,098,746.25	34,094.77	0.0%	**9/30/2024**
		4930504572	ESSER T-IX Homeless	664,858.00	643,562.27	10,477.56	0.00	21,295.73	10,818.17	1,014.08	9,804.09	1.5%	**9/30/2024**
		4930504575	ESSER III - Targeted Mathemati	655,589.00	625,056.01	0.00	0.00	30,532.99	30,532.99	30,532.99	0.00	0.0%	**9/30/2024**
		4930804442	ESSER III Learning Loss	17,776,931.00	17,660,584.00	93,150.00	0.00	116,347.00	23,197.00	116,347.00	(93,150.00)	-0.5%	**9/30/2024**
		4930804513	ESSER III ARP HIITS	767,250.00	681,527.88	0.00	0.00	85,722.12	85,722.12	85,722.12	0.00	0.0%	**9/30/2024**
		4932304576	ESSER III - Intensive Aftersch	1,074,769.00	969,268.85	0.00	0.00	105,500.15	105,500.15	105,500.15	0.00	0.0%	**9/30/2024**
		4930504533	ESSER III - Summer Learning Ca	1,174,226.00	1,074,697.40	0.00	0.00	99,528.60	99,528.60	99,528.60	0.00	0.0%	**9/30/2024**
		4930504573	ESSER III - Supplemental Progr	2,878,858.00	2,609,806.27	0.00	0.00	269,051.73	269,051.73	269,051.73	(0.00)	0.0%	**9/30/2024**
		4930504574	ESSER III - Instructional Mate	714,279.00	679,247.77	0.00	0.00	35,031.23	35,031.23	35,031.23	0.00	0.0%	**9/30/2024**
Grand Total				**96,814,483.00**	**91,406,331.35**	**2,615,195.82**	**732.82**	**5,408,151.65**	**2,792,223.01**	**2,841,474.15**	**(49,251.14)**	**-0.1%**	

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	114,041.17	110,037.63	0.00	0.00	4,003.54	4,003.54
412101	Teachers Regular Pay	5,782,128.02	5,782,128.02	0.00	0.00	0.00	0.00
413301	School Couns Regular Pay	7,464,711.15	7,476,995.44	0.00	0.00	(12,284.29)	(12,284.29)
413401	Other Cert Regular Pay	3,670,900.78	3,618,252.30	0.00	0.00	52,648.48	52,648.48
415101	Teacher Aides Regular Pay	3,260,906.33	3,260,906.33	0.00	0.00	0.00	0.00
Grand Total		**20,292,687.45**	**20,248,319.72**	**0.00**	**0.00**	**44,367.73**	**44,367.73**

*These positions were intended to return to the General Fund beginning in 2024

*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. 16.4

School Board of Manatee County
December 10, 2024 - Regular Board Meeting
Action Item

Title
Hurricane Helene Reimbursement FEMA Sub-Grant DR-4828-FL (Anticipated Incoming Grant Funds)

Executive Summary
SDMC Policy 8415 requires the School Board to be informed of the amount of expenditures requesting reimbursement from FEMA for Hurricane Helene (September 2024). The School District of Manatee County will apply for reimbursement of an estimated amount of $1,340,000.00. This amount is the estimated amount-based category B expenditures, actual reimbursement is based on actual expenditures.

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
.

Financial Impact
Anticipated reimbursement estimated in the amount of $1,340,000.00.

Contact
Submitting Department: Deputy Superintendent of Business Services
Initiated By: Rachel Sellers

Attachments:
Hurricane Helene - DR-4828 - Sub-Grant Agreement

Agreement Number: Z4307

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Helene DR4828

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	Manatee County School Board
Subrecipient's unique entity identifier:	XKGXG94KMH65
Federal Award Date:	09/29/2024
Subaward Period of Performance Start and End Date (Cat A-B):	09/23/2024 - 03/28/2025
Subaward Period of Performance Start and End Date (Cat C-G):	09/23/2024 - 03/28/2026
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Indirect cost rate for the Federal award:	See Section 9 (d)
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and Manatee County School Board (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title:	Stephane Malet, Grant Program Manager
Bureau of:	Recovery
Address:	Florida Division of Emergency Management
	2555 Shumard Oak Blvd.
	Tallahassee, FL 32399-2100
Telephone:	(850) 815-4469
Email:	Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Rachel Sellers

Address: 215 Manatee Ave W
Bradenton, FL 34204

Telephone: 941-708-8770 Ext 41108

Email: sellersR2@manateeschools.net

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4828 - Hurricane Helene. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

a. The score is made up of three components:
   i. 20% Baseline score for signing and returning the Request Form.
   ii. Up to a 40% score for completing the DRA.
   iii. Up to a 20% score for completing the PDQ.

b. Applicants who have received EMAP accreditation will receive an additional 5%.

c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.

d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.

e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.

f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	**Subrecipient Report Submittal Deadline**
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
ii. Attachment B – Systems Access Form
iii. Attachment C – Certification Regarding Debarment
iv. Attachment D – Required Contract Provisions
v. Attachment E – Certification Regarding Lobbying
vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Manatee County School Board

By: _____
(Signature)

Name: Dr. Jason C. Wysong

Title: Superintendent

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Alternate Governor's Authorized Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period
Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Manatee County School Board

Box 1: Authorized Agent (Full Access)		**Box 2: Primary Contact** (Full Access)	
Name	Dr. Jason C. Wysong	Name	Cathy Miley
Signature		Signature	
Organization / Official Position	Superintendent	Organization / Official Position	Director of Finance
Mailing Address	PO Box 9069	Mailing Address	PO Box 9069
City, State, Zip	Bradenton, FL 34206-9069	City, State, Zip	Bradenton, FL 34206-9069
Daytime Telephone	941-708-8770 ext. 41260	Daytime Telephone	941-708-8770 ext. 41111
E-mail Address	WysongJ@manateeschools.net	E-mail Address	mileyc@manateeschools.net

Box 3: Alternate Contact (Full Access)		**Box 4: Other-Finance/Point of Contact** (Full Access)	
Name	Rachel Sellers	Name	Cathy Miley
Signature		Signature	
Organization / Official Position	Deputy Superintendent of Business Services	Organization / Official Position	Director of Finance
Mailing Address	PO Box 9069	Mailing Address	PO Box 9069
City, State, Zip	Bradenton, FL 34206-9069	City, State, Zip	Bradenton, FL 34206-9069
Daytime Telephone	941-708-8770 ext. 41108	Daytime Telephone	941-708-8770 ext. 41111
E-mail Address	SellersR2@manateeschools.net	E-mail Address	Mileyc@manateeschools.net

Box 5: Other-Risk Mgmt-Insurance (Full Access)		**Box 6: Other-Environmental-Historic** (Full Access)	
Name	Bill Kelley	Name	
Signature		Signature	
Organization / Official Position	Director of Risk Management	Organization / Official Position	
Mailing Address	PO Box 9069	Mailing Address	
City, State, Zip	Bradenton, FL 34206-9069	City, State, Zip	
Daytime Telephone	941-708-8770 ext. 41057	Daytime Telephone	
E-mail Address	Kelley2W@manateeschools.net	E-mail Address	

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

11/14/2024

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Manatee County School Board **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000728

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 081-0ACAC-00

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

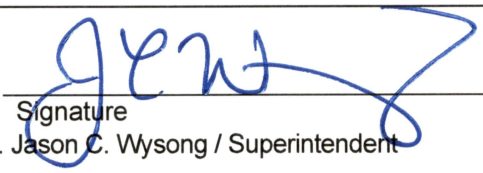
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: 
Signature
Dr. Jason C. Wysong / Superintendent
Name and Title
215 Manatee Avenue West
Street Address
Bradenton, FL, 34206-9069
City, State, Zip
11/14/2024
Date

Manatee County School Board
Subrecipient's Name
Z4307
FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,[4] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.[5]

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. Termination for Cause and Convenience

Contracts for more than $10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.[6]

2.1 Applicability

This contract provision is required for procurements exceeding $10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

[4] See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.

[5] 2 C.F.R. Part 200, Appendix II, § A.

[6] See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> **(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

[7] See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.[8] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.[9]

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,[10] Homeland Security Grant Program,[11] Nonprofit Security Grant Program,[12] Tribal Homeland Security Grant Program,[13] Port Security Grant Program,[14] Transit Security Grant Program,[15] Intercity Passenger Rail Program,[16] and Rehabilitation of High Hazard Potential Dams Program.[17] Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

[8] *See id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)
[9] 2 C.F.R. Part 200, Appendix II, § D.
[10] *See* section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).
[11] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).
[12] *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). *See, e.g.,* Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. *Compare id. with* section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).
[13] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.
[14] *See* section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.
[15] *See* section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).
[16] *See* section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).
[17] *See* section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[18]

- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.[19] *See* Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)[20] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[21]

4.3 Required Language[22]

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[23]

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[24] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

[18] 2 C.F.R. Part 200, Appendix II, § D.
[19] 2 C.F.R. Part 200, Appendix II, § D.
[20] 29 C.F.R. § 5.5(a)(6).
[21] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.
[22] 29 C.F.R. § 5.5(a).
[23] 29 C.F.R. § 5.5(a)(1), (6).
[24] *See id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. 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).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.[25]

5.1 Applicability

For all prime construction contracts above $2,000, when the Davis-Bacon Act also applies,[26] NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[27] This requirement applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies.[28] In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[29] According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.[30] Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[31]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[32]

[25] See 29 C.F.R. § 3.1.
[26] See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[27] 2 C.F.R. Part 200, Appendix II, § D.
[28] See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).
[29] See 29 C.F.R. § 3.11.
[30] 29 C.F.R. § 5.5(a)(5).
[31] See 2 C.F.R. Part 200, Appendix II, § D.
[32] See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[33]

5.3 Suggested Language

The following provides a sample contract clause:

> "Compliance with the Copeland "Anti-Kickback" Act.
>
> Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
>
> Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. Contract Work Hours and Safety Standards Act

Where applicable,[34] all contracts awarded by the NFE of more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.[35] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to

[33] 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.
[34] *See* 40 U.S.C. §§ 3701-3708.
[35] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, § E.
[36] 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.[38]

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

> "Compliance with the Contract Work Hours and Safety Standards Act.
>
> **(1)** *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
>
> **(2)** *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
>
> **(3)** *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

[37] 2 C.F.R. Part 200, Appendix II, § E.
[38] 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[39] and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[39] Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over $150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act[40] and the Federal Water Pollution Control Act.[41] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).[42]

8.1 Applicability

This contract provision is required for all procurements over $150,000.

8.2 Suggested Language

The following provides a sample contract clause:

"Clean Air 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 (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

[40] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[41] 33 U.S.C. §§ 1251-1387, as amended.
[42] 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

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 (**insert name of the non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to assure notification to the (**insert name of the pass-through entity, if applicable**), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.[43] Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.[44]

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[45]

NFEs, even for procurements under $25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.[46]

[43] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[44] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[45] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[46] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[47]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[48] SAM Exclusions can be accessed at www.sam.gov.[49]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[50]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least $25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for $25,000 or more.[51]

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified[52]:

[47] *See* 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. *See also* 2 C.F.R. Parts 180, 3000.
[48] *See* 2 C.F.R. Part 200, Appendix II, § H.
[49] 2 C.F.R. § 180.530.
[50] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.
[51] *See* 2 C.F.R. §§ 180.220, 3000.220.
[52] Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[53]

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[53] *See* 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[54] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.[55]

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than $100,000, and for subcontracts of more than $100,000.

10.2 Suggested Language

The following provides a sample contract clause:

> "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
>
> > Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

> "APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> > 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

[54] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[55] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

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.

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.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.C. 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."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.[56] Applicable NFEs must include a contract provision requiring compliance with this requirement.[57] This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.[58] Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[59] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[60]

11.3 Suggested Language

The following provides a sample contract clause:

> "In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

[56] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[57] See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[58] See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.
[59] 40 C.F.R. Part 247.
[60] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing forcompliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[61] FEMA strongly encourages the use of this contract clause for any contracts where

[61] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[62]

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[63]

13.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference 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.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[62] *See* 2 C.F.R. § 200.322.
[63] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients 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.

The Subrecipient or contractor, School Board of Manatee County, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Dr. Jason C. Wysong/Superintendent

Name and Title of Subrecipient/contractor's Authorized Official

11/14/2024

Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign County of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Dr. Jason Wysong

Title: Superintendent

Signature:

Date: 11/18/2024