Agenda
Updated 6/23/25

June 24, 2025
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 | TATEM

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF THE AGENDA

1. Approval of the Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the May 20, 2025, Special School Board Meeting, and May 20, 2025, School Board Meeting and Meeting of the Leasing Corporation

7. 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.

8. REPORTS AND PRESENTATIONS

1. 2024-2025 SDMC FAST Progress Monitoring 3 (PM3) Assessment Results

9. CONSENT ITEMS

All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired by a Board Member, that item will be removed from the Consent Agenda and will be considered 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 Apply, Accept and Expend the 2025-2026 Adult Education Grant Application for Integrated English Literacy and Civics Education in the Amount of $117,283.00 (Incoming Federal Grant Funds)
3. Approval to Apply, Accept and Expend the 2025-2026 Adult Education Grant Application for Adult General Education in the Amount of $742,252.00 (Incoming Federal Grant Funds)
4. Approval to Apply, Accept and Expend the 2025-2026 Perkins V Postsecondary Grant in the Amount of $182,303.00 (Incoming Federal Grant Funds)
5. Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Ballard and Samoset Grant Request for Application, effective August 2025-July 2026, in the amount of $350,870.00 (Incoming Grant Funds)
6. Approval to Apply, Accept and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application for Palm View K-8, in the Amount of $225,000.00 (Incoming Grant Funds)
7. Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application, Effective August 2025-July 2026, for Manatee and Palmetto Elementary Schools, in the Amount of $300,000.00 (Incoming Grant Funds)
8. Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application, effective August 2025-July 2026, in the amount of $500,000.00 for Lee Middle School and Lincoln Memorial Middle School (Incoming Grant Funds)
9. Approval of the Renewal Agreement Between the School District of Manatee County and Cortes Family Physicians, P.A. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2025-2028 School Years (No Financial Impact)
10. Approval of the New Agreement Between the School Board of Manatee County and The Hound Lounge LLC for On-The-Job Training for Exceptional Student Education Students for June 2025-June 2028 (No Financial Impact)

11. Approval of the New Agreement Between the School District of Manatee County and Jahd Inc. d/b/a Sarasota Apothecary for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2025-2028 School Years (No Financial Impact)
12. Approval of the Memorandum of Understanding (MOU) Between the School Board of Manatee County, Florida and the Jewish Family & Children's Service of the Suncoast, Inc for the 2025-2026 School Year (No Financial Impact)
13. Approval of the Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County to Provide Funding for Four (4) Paraprofessional Positions for the 2025-2026 School Year (No Financial Impact)
14. Approval to Renew the State of Florida Voluntary Pre-Kindergarten Education Program Provider Contract Between the School District of Manatee County and the Early Learning Coalition of Manatee County for the 2025-2026 School Year (No Net Financial Impact)
15. Approval to Renew the Contract Between Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development and the School District of Manatee County for the 2025-2026 School Year (No Net Financial Impact)
16. Approval to Renew the Contract Between Community Haven for Adults and Children With Disabilities, Inc. d/b/a Selby Preschool and the School District of Manatee County, Florida for the 2025-2026 School Year (No Net Financial Impact)
17. Approval to Purchase Automobile Liability, General Liability, Automobile Physical Damage & Workers Compensation Claims Handling, SDMC No. 26-0044-TG. Estimated in the Amount of $300,000.00 Annually (Workers Compensation Funds)
18. Approval of the Use of Sourcewell Contract on Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies, SDMC No. 26-0043-MR, Estimated in the Amount of $200,000.00 Annually (Capital Fund)
19. Approval to Purchase Assessment Technology Institute Nursing Program, SDMC No. 26-0050-BS, Estimated in the Amount of $250,000.00 Annually (Multiple Funding Sources)
20. Approval to Purchase Legal Services, SDMC No. 26-0050-TG, Estimated in the amount of $395,000.00 Annually (General Fund)
21. Approval of the Proposal on Behavior and Educational Consulting Services, SDMC No. 26-0005-BS, Estimated in the Amount of $700,000.00 Annually (Multiple Funding Sources)
22. Approval of the Bid on Emergency Generators- Annual Inspection, Preventative Maintenance and Repairs, SDMC No. 26-0025-MR, Estimated in the Amount of $300,000.00 Annually (Capital Fund)
23. Approval of 2024 Emergency Storm Repairs - Milton Fencing (32 Schools) - Change Order 1 Final - Agreement Between Owner and Willis Smith Construction, Inc., Decrease in the Amount of $189,751.97 (Capital Funds)
24. Approval of 2024 Emergency Storm Repairs - Milton Fencing (32 Schools) - Substantial Completion - Agreement Between Owner and Willis Smith Construction, Inc. (No Financial Impact)
25. Approval of the Manatee Charter School Renewal Contract for the 2025-2030 School Years (No Net Financial Impact)
26. Approval of Palmetto Charter School Renewal Contract for the 2025-2040 School Years

(No Net Financial Impact)

27. Approval of the K-12 Comprehensive Evidence-Based Reading Plan (CERP) for the 2025-2026 School Year (General Fund)

28. Approval for the Manatee High School Football Team To Participate in an Out-Of-State Game in Valdosta, Georgia, September 5-6, 2025 (School Internal Accounts)

10. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

11. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

12. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of Advertising a Notice of Intent to Amend the Code of Student Conduct and to Set a Public Hearing on the Proposed Changes at the Board Meeting Scheduled for July 29, 2025 (General Fund)

2. Approval of Advertising a Notice of Intent to Amend the Student Progression Plan, and Setting a Public Hearing on the Proposed Amendments at the Board Meeting Scheduled for July 29, 2025 (General Fund)

3. Authorization to Amend Charter Schools Contracts to Share a Portion of the Sales Surtax with qualified Charter Schools Beginning in 2025-2026 Fiscal Year

13. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of Carr Riggs & Ingram (CRI) Human Resources Compliance Report

2. Discussion Regarding the Superintendent Search Process and Forthcoming Interviews

14. INFORMATION ONLY (No Board Action Required)

15. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

17. SUPERINTENDENT REMARKS

18. BOARD COMMENTS

19. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
June 24, 2025 - 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 Friday June 20, 2025, to **add** Report and Presentation Attachment *2025 School Board Spring and PM3 Data Review-Raw Data.*

Agenda amended on Friday , June 20, 2025 to **update** Executive Summary **of** Consent item *Approval to Purchase Legal Services, SDMC No. 26-0050-TG, Estimated in the amount of $395,000.00 Annually (General Fund)* **and updated** *funding source in the Title* **from** *(External Legal Services)* **to** *(General Fund).*

Agenda amended on Monday June 23, 2025 to ***update*** *attachment of Consent Item Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers.*

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

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

Recommendation
The Superintendent recommends the approval of the agenda amendments.

Financial Impact
No financial Impact

Contact
Submitting Department: School Board

AGENDA ITEM NO. 6.1

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the May 20, 2025, Special School Board Meeting, and May 20, 2025, School Board Meeting and Meeting of the Leasing Corporation

Executive Summary
Approval of the Minutes of the May 20, 2025, Special School Board Meeting, and May 20, 2025, School Board Meeting and Meeting of the 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
Approval of the Minutes of the May 20, 2025, Special School Board Meeting, and May 20, 2025, School Board Meeting and Meeting of the Leasing Corporation.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
2025-05-20 Special Meeting Minutes
2025-05-20 Meeting and Meeting of the Leasing Corporation Minutes

Minutes
May 20, 2025
Special Meeting – 9:00 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 Heather Felton, Board Member Charles Kennedy, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Kevin Pendley, General Counsel	Present

Chair Choate called the Meeting to order at 9:01 AM.

2) PUBLIC COMMENT AND RESPONSES

The following public comments were heard:

- Mary Foreman
- Barbara Ehren
- Mitcheal Pearl
- Sheila Lynn Shifrin
- Betty Sailes Rhodes
- John Hokanson
- Suzanne Wright

3) NEW BUSINESS (NON-CONSENT ITEMS)

Chair Choate stated the purpose of the single item School Board Meeting was to discuss the current Superintendent contract. Chair noted the timing of the meeting was scheduled to not detract from the celebration of students at the upcoming night meeting. Chair Choate stated that the delay in publishing the meeting was so that the Superintendent was able to properly notify staff and key stakeholders of the requested meeting. Chair Choate requested a motion to terminate Superintendent's contract without cause. The motion was made and seconded.

3.1 Motion to Terminate the Superintendent's Contract Without Cause Effective May 20, 2025

RESULT:	**Adopted [3-2]**
MOVER:	Charles Kennedy
SECONDER:	Cindy Spray
AYES:	Chad Choate, Cindy Spray, Charles Kennedy
NAYS:	Heather Felton, Richard Tatem

Mr. Stephen Dye, Board attorney, presented the tentatively drafted amendment of the Superintendent's contract to include separation terms, and explained the methodology of implementing a Board decision to terminate without cause. The separation terms included a 90-day notice period and a payment of 20 weeks full compensation as guaranteed by Dr. Wysong's original contract.

The Board held a discussion, and each Board Member made comment. The summary of Board Member comments are as follows:

Chair Choate

Chair Choate stated his reasons regarding the request for the motion to terminate the Superintendent. Chair Choate indicated that a lack of overall communication and a differing style of leadership were main contributors for his desire for a change of Superintendent. Chair Choate also reminded the Board and public that he was the only 'no' vote when the Board hired Dr. Wysong.

Chair Choate presented his perspective on the timing of the change to the Superintendent. He conveyed the necessity for an immediate change and expressed that his opinion was unlikely to alter within six months when the Superintendent's contract discussion is scheduled to occur as per the contractual agreement.

Board Member Kennedy

Board Member Kennedy explained his decision to request the removal of the Superintendent and mentioned that during a previous conversation with Dr. Wysong, Board Member Kennedy pointed out the belief that the two working styles were not compatible. Board Member Kennedy expressed concerns regarding Dr. Wysong's responses to e-mails, the management of recent personnel matters, and what were perceived as inappropriate reactions to certain situations.

Board Member Kennedy mentioned that his concerns were long standing and reflected on the Superintendent search process two years ago. Board Member Kennedy noted his own public comment during the search had advised the Board to consider slowing down and possibly extending the search to ensure they were selecting the right candidate. After Board selection was made at that time, Member Kennedy recalled that although the requests of Dr. Wysong's negotiations were within his rights, he felt the terms were not appropriate or commensurate with experience.

Board Member Kennedy presented disagreement of recent decisions made by the Superintendent regarding personnel. Member Kennedy stated that an ongoing lack of communication necessitated an immediate change in the Superintendent. Board Member Kennedy believed that change would be in the best interest of the School District.

Vice-Chair Spray

Vice Chair Spray provided her reasoning behind her approval to remove the Superintendent, and noted her reasons include lapses in communication. While Vice Chair Spray noted no one thing caused her desire for a change in leadership, it was many things over a long period of time. Vice-Chair Spray noted her approval of the attorney's amendment to the original contract for Dr. Wysong.

Board Member Tatem

Board Member Tatem spoke regarding leadership lessons and strategies that may help the Board move forward without permanently severing the relationship with Dr. Wysong; to include to ability for the Board to provide frequent and formal feedback to make an impactful change to any deficient areas of leadership. Board Member Tatem noted that while there may be deficiencies in areas, there are strengths as well; shown most recently by the increased metrics in reading, math as well as graduation rate. Member Tatem noted the glowing annual review from Board Members from the past year and requested the decision to terminate the Superintendent without cause be put on hold to try and navigate the issues.

Board Member Tatem noted that he would move to indefinitely postpone the motion and rather schedule a communication seminar with the Board and Superintendent.

Board Member Felton

Board Member Felton spoke at length regarding her support of Dr. Wysong as the Superintendent. Board Member Felton noted her request for a full Florida School Board Associations (FSBA) Master Board Training; however, the Board chose an FSBA one day mini training instead. Member Felton stated her belief that had her request been granted, the group may not be where they are due to the lack of communication.

Board Member Felton requested the Superintendent evaluation timeline continue as scheduled, with a fair evaluation, and for Board Members to point out areas of concern in the context of the current Superintendent job description and metric tool. The timeline agreed upon by the Board would include evaluation by the end of July.

Board Members Tatem and Felton both noted the increase in metrics across the District such as test scores in math, reading, as well as the all-time high graduation rates. Also, the pair praised Dr. Wysong for the increases to stability and moral within the District. The request by Board Members Tatem and Felton were for postponement of this decision until communication training was given for the Board in its entirety.

Mr. Tatem made a motion to postpone the motion but failed for lack of majority support.

3.1a. Motion to Postpone Indefinitely the Motion on the Floor

RESULT:	**Failed [2-3]**
MOVER:	Richard Tatem
SECONDER:	Heather Felton
YAY:	Richard Tatem, Heather Felton
NAY:	Chad Choate, Cindy Spray, Charles Kennedy

Superintendent Wysong made a final statement that noted his disappointment that his performance fell short of Board expectations, but that his request would be to stay and work on the Board relationship and his leadership style to become stronger together. Dr. Wysong spoke regarding all the progress that had been made in the last two years of his contract in Manatee County, to include across the board increases to all testing metrics, graduation rate, enrollment and upward progress in school grades. Also mentioned were the improvements made to transportation, the number of construction projects completed and in

progress, as well as the multiple schools opening soon. Dr. Wysong stated his many thanks and praise to the leadership team in the District and urged the employees and students to continue the momentum he set in motion and noted that he believed the key to long term success of the District is principal recruitment and retention.

The Board returned to 3.1a for vote. Motion 3.1a failed.

The Board returned to 3.1 for vote. Motion 3.1 passed.

3.2 Motion to Authorize the Chairman and Board Attorney to Negotiate the Terms of the Separation with Dr. Wysong and Attorney.

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

The Board held discussion.

Chair Choate called a recess at 12:46 PM and reconvened 1:09 PM.

Chair Choate stated his recommendation for interim Superintendent would be Chief of Staff, Kevin Chapman, and noted that Mr. Chapman had agreed to accept the position if asked.

Board Member Kennedy noted his recommendation would be Dr. Bill Vogel but noted that Dr. Vogel had not been asked directly as to his interest.

Board Member Spray noted she would like to support someone who has flexibility and knowledge within the district but is not involved in all the large projects currently ongoing. Vice-Chair Spray did note however, she would not support Mr. Vogel, but she stated that she would support Chair Choate's recommendation of Mr. Kevin Chapman.

Board Member Tatem noted he would support offering the interim superintendent to Bill Vogel and provided his reasons behind his decision. Board Member Felton noted she would support Dr. Vogel as an interim superintendent if he was indeed interested as indicated by Board Member Tatem.

After a brief discussion between Dr. Vogel and Board Attorney Dye, Dr. Vogel indicated that he was not interested in an interim Superintendent position. The Board moved to appoint Mr. Chapman.

3.3 Motion to Appoint Kevin Chapman as Interim Superintendent to Serve Until a New Superintendent is Hired.

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

3.4 Motion to Authorize the Chairman and Board Attorney to Negotiate the Employment Terms with Kevin Chapman as Interim Superintendent, That Will Come Back to the Board for Approval

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Cindy Spray

SECONDER:	Richard Tatem
AYES:	Chad Choate, Cindy Spray, Heather Felton, Charles Kennedy, Richard Tatem

The Board made final comments.

21) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 1:39 PM.

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Chad Choate, III
Chairman

NOTICE

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

Minutes
May 20, 2025
Regular Meeting and Meeting of the Leasing Corporation – 5:30 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Kevin Chapman, Superintendent Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instructional Services Joseph Ranaldi, Deputy Superintendent of Operations Chad Choate, Chair Cindy Spray, Vice-Chair Heather Felton, Board Member Charles Kennedy, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Kevin Pendley, General Counsel	Present

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

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

3) INVOCATION – Moment of Silence

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

- Cadet Elio Cruz
- Cadet Kaiya Peters
- Cadet Brinlee Johnson
- Cadet Marfil Trejo

Also, in attendance was Lieutenant Colonel (Ret) Scott Massmann.

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

6) APPROVAL OF THE AGENDA

6.1. Motion to Approve Agenda as Amended

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

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

Agenda amended on Friday May 16, 2025, to **add** Recognition item *Track & Field State Champion*

Agenda amended on Friday May 16, 2025, to **add** attachment **to** Reports and Presentations item *Class of 2025 - Senior Stats and Accolades*

Agenda amended on Friday May 16, 2025, to **add** attachment **to** Reports and Presentations item *First Look: 2024-2025 End of Year Assessment Results*

7) APPROVAL OF MINUTES

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

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

8) STUDENT CELEBRATIONS AND RECOGNITIONS

8.1 Perfect Attendance Awards

Mr. Michael Barber, Director of Communications, Family and Community Engagement, introduced Brady Ballenger who was presented with an award for perfect attendance. Mr. Ballenger attended Palmetto Charter for Elementary School and Middle School, followed by Palmetto High School.

Also in attendance for the award was the Principal of Palmetto High School, Ms. Monica DeLesline.

8.2 Track & Field State Champion

Mr. Michael Barber, Director of Communications, Family and Community Engagement, introduced Candler Johnson, a sophomore at Manatee High School, who won the Class 3A-Track & Field State Championship in the Long Jump.

Also in attendance were Manatee High School head track coach, Dominique Dunbar; Manatee High School track coach Habius Price; Manatee High School Principal, Shannon Flemming; and Manatee High School Athletic Director, Matt Bowling.

8.3 Employee Service Awards

Mr. Michael Barber, Director of Communications, Family and Community Engagement, introduced the following employees who have given 30 years of service to the School District of Manatee County:

- Shelley Askew, Kindergarten Teacher, Braden River Elementary
- Matthew Cole, Security, Matzke Center
- Kelli Kennedy, Assistant Director of Adult, Career & Technical Education, Professional Support Center
- Melinda Lundy, Principal, Bayshore Elementary
- Sonja Perkins, Science Teacher, Johnson K-8 (absent)
- Debra Riley, Principal, Miller Elementary
- Sylvia Rumph, VE/SE, Teacher Sugg Middle (absent)
- Ginger Stuckey, VE Teacher, Moody Elementary
- Annett Dyer, ESE Teacher Aide, Palmetto Elementary

9) PUBLIC COMMENT AND RESPONSES

The following provided public comment:

- Dr. Laura Eslinger (present but passed on comment)
- Karissa Mayer
- Stephanie Beardsley
- Kristen Duffy
- John Agnelli

10) REPORTS and PRESENTATIONS

10.1 Class of 2025 – Senior Stats and Accolades

Mr. Derek Jensen, Deputy Superintendent of Instruction, Ms. Sharon Scarbrough, Executive Director of Secondary Education, and Evan McCarthy, Director of Research and Assessment, presented an overview of the Class of 2025 statistics and notable accomplishments.

Included in the presentation were the following topics:

- Most Popular Names in the Senior Class
- Born in 47 Different States | 66 different countries/territories
- Speak 45+ Languages
- Days of School / numbers of teachers
- GPA Records | Scholarships
- Community Service Hours
- 145+ Different Colleges / Universities
- Military Service
- Early Graduates

Board Members asked questions and held discussions throughout the presentation.

10.2 First Look: 2024-2025 End of Year Assessment Results

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, and Evan McCarthy, Director of Research and Assessment, provided an overview of the data collection regarding spring testing thus far.

Included in the presentation were the calendar of testing, early ELA testing results, early science testing results, and upcoming dates and deadlines.

Chair Choate called a recess of the regular School Board Meeting and called to order the meeting of the School Board Leasing Corporation at 6:16 PM**.**

11) Meeting of the School Board Leasing Corporation

11.1. Consent and Joinder by Manatee School Board Leasing Corporation for Permanent Utilities Easement - Blackburn Elementary School (No Financial Impact)

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

Mr. Stephen Dye, Board Attorney, and Mr. Joseph Ranaldi, Deputy Superintendent of Operations, provided background to item before the Leasing Corp meeting, as well as the background of the easement item regarding Blackburn Elementary School. The Board asked questions and held discussions.

Chair Choate recessed the meeting of the School Board Leasing Corporation and reconvened the regular School Board Meeting at 6:18 PM.

12) Motion to Approve the Consent Agenda

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

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

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

3. Approval of 2024-2025 Salary Schedule for AFSCME (No Financial Impact)

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

5. Approval to Accept Funds and Renew the Letter of Agreement Between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2025, through June 30, 2026, Not to Exceed $128,000.00 (No Net Financial Impact)

6. Approval to Renew the Memorandum of Agreement Between the United States Coast Guard Sector St. Petersburg, Florida and the School District of Manatee County for Use of

Manatee Technical College East Campus in Support of Continuity of Operations for the Western Coast of Florida During Hurricane Season (No Financial Impact)

7. Approval of the Renewal Agreement Between the School Board of Manatee County and See Spot Grooming, LLC for On-The-Job Training for Exceptional Student Education Students for June 2025-June 2028 (No Financial Impact)

8. Approval of the Renewal Agreement Between the School Board of Manatee County and Feeding Empty Little Tummies, Inc. for On-The-Job Training for Exceptional Student Education Students for June 2025-June 2028 (No Financial Impact)

9. Approval of the Renewal Agreement Between the School Board of Manatee County and Goodwill Industries-Manasota, Inc. for On-The-Job Training for Exceptional Student Education Students for June 2025-June 2028 (No Financial Impact)

10. Approval of the New Agreement Between the School District of Manatee County and Sarasota County for Clinical Experience for Manatee Technical College (MTC) Paramedic Students for the 2025-2027 School Years (No Financial Impact)

11. Approval of the Manatee Technical College (MTC) 2025-2026 Adult Student Fee Schedule, Effective July 1, 2025 (No Financial Impact)

12. Approval of the Manatee Technical College (MTC) Career Dual Enrollment Articulation Agreement for 2025-2026 School Year (No Financial Impact)

13. Approval of the Charter School Dual Enrollment Articulation Agreement with Manatee Technical College (MTC) for the 2025-2026 School Year (No Financial Impact)

14. Approval of the Home Education and Private School Dual Enrollment Articulation Agreement with Manatee Technical College (MTC) for the 2025-2026 School Year (No Financial Impact)

15. Approval of the Articulation Agreements with the University of South Florida and State College of Florida for Dual Enrollment Coursework, SDMC No. 26-0038-BS, Estimated in the Amount of $1,200,000.00 (General Fund)

16. Approval to Purchase Advertising and Publication Services, SDMC No. 26-0024-KD, Estimated in the Amount of $300,000.00 Annually (Multiple Funding Sources)

17. Approval to Purchase Property and Liability Insurance Coverage Renewal, SDMC No. 26-0039-TG, Not to exceed in the amount of $5,756,104.95 (General Fund)

18. Approval to Purchase Student Accident Insurance & Ancillary Student Accident Insurance, SDMC No. 26-0027-TG, Estimated in the Amount of $175,000.00 (Multiple Funding Sources)

19. Approval to Purchase Lexia English Language Development Program, SDMC No. 26-0021-BS, Estimated in the Amount of $300,000.00 (Federal Grant Funds)

20. Approval to Purchase Ellevation and Strategies Software and Services, SDMC No. 26-0031-BS, Estimated in the Amount of $225,000.00 (Federal Grant Funds)

21. Approval to Purchase FOCUS Student Information System, SDMC No. 18-0076-SM, An Additional $215,000.00, Estimated in the Amount of $500,000.00 Annually - Revision 1 (Multiple Funding Sources)

22. Approval to Purchase School Bus Routing Products and Services - EZRouting, SDMC No. 26-0023-KD, Estimated in the Amount of $450,000.00 Annually (Multiple Funding Sources)

23. Approval of Sole Source to Purchase BadgePass ID Card Machines, Supplies, Software/Subscription Licensing, and Services, SDMC No. 26-0009-KD, Estimated in the Amount of $275,000.00 Annually (Multiple Funding Sources)

24. Approval of Sole Source to Purchase First Responders Lock Boxes, SDMC No. 26-0033-MR, Estimated in the Amount of $328,940.66 (Capital Funds)

25. Approval of the Use of the Hillsborough County Public Schools Request for Qualification on Continuing Services Contracts for Architectural Design & Construction Management Services, Professional Services, SDMC No. 2025-07 (Capital Funds)

26. Approval of Sole Source to Purchase Soundproofing Acoustical Panels with Related Services, SDMC No. 26-0004-MR, Estimated in the Amount of $300,000.00 (Capital Funds)

27. Approval of the Use of School Board of Sarasota County Bid on Moving Services for Relocatable Buildings, SDMC No. 26-0029-MR, Estimated in the Amount of $300,000.00 (Capital Funds)

28. Approval of the Bid for Commercial Refrigeration Repair Services, SDMC No. 26-0001-MR, Estimated in the Amount of $450,000.00 Annually (Multiple Funds)

29. Approval of Manatee Elementary School - HVAC Piping Replacement - Agreement Between Owner and Willis A. Smith Construction, Inc., with a Guaranteed Maximum Price (GMP) in the Amount of $2,198,640 (Capital Funds)

30. Blackburn Elementary School - Permanent Utilities Easement and Affidavit of Ownership and Encumbrances (No Financial Impact)

31. Approval of Blackburn Elementary School - Classroom Addition and Renovation - Partial Substantial Completion and Certificate of Completion - Building 4 (No Financial Impact)

32. Approval of Tara Elementary School - Campus Addition and Renovation - Partial Substantial Completions and Certificate of Completions - Buildings 1, 1A, 1W, 2 and 5 (Capital Funds)

33. Approval of Bayshore High School, Southeast High School, and Daughtrey Elementary School Administrative Lobby Enhancements - Substantial Completion and Certificate of Completion (Capital Funds)

34. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)

35. Approval to Accept Donation of 70 SCBA Bottles for Manatee Technical College (Incoming Donation)

36. Approval to Accept Donation of 2024 Ford F150 for Parrish Community High School (Incoming Donation)

37. Approval to Accept Donation of 2018 Ford F150 Truck for Manatee Technical College (Incoming Donation)

13) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14) NEW BUSINESS (NON-CONSENT ITEMS)

14.1 Approval of the Budget Amendments for March 2025 (No Financial Impact)

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

Ms. Sellers, Deputy Superintendent of Business Services, provided an overview of budget amendments for March 2025.

14.2 Motion to Approve the Revisions of Job Descriptions in the Instructional Division (General and Federal Funds)

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

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, provided an overview regarding the revisions of job descriptions.

14.3 Motion to Approve the Academic Calendar for the 2026-2027 School Year (No Financial Impact)

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

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, presented an overview of the 30-day period dedicated to public input. It was noted that two-thirds of the 300 comments favored version A, which was then presented to the Board for a vote. There was discussion about the district-wide request for parent input and ways to improve the dissemination of information throughout the district.

14.4 Motion to Approve of Student and Adult Meal Price Increases for School Year 2025-2026

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

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

15.1 Approval of Travel Expense Associated with the School Board Members' and Superintendent Chapman Attendance at the FSBA-FADSS Annual Joint Conference, at the Grand Hyatt Tampa Bay, FL June 10-13, 2025, Not to Exceed $3,500.00 (General Fund)

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

15.2 Approval to Purchase Security and Vulnerability Testing Services from Crowe, LLP, SDMC No. 25-0056-RG, Not to Exceed $82,680.00 - Revised (General Fund)

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

Chair Choate provided an overview regarding the item. After a question posed by Vice-Chair Spray, Ms. Rachel Sellers, Deputy Superintendent of Business Services, stated the District uses an exemption allowed in statute relating to technology exemption of bids, thereby eliminating the need to a request for qualification (RFQ) or request for price (RFP).

15.3 Approval and Acceptance of the Contract and Statement of Work with RSM US, LLP, to Provide Internal Auditing Services, SDMC No. 25-0077-RG, Estimated up to $340,000.00 (General Fund)

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

Board Member Tatem noted his request to make a new motion for consideration.

15.4 Motion to Authorize up to $10,000.00 for a Period Not to Exceed Three Months for Professional Coaching or Consulting for Interim Superintendent – motion added at meeting

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

Board Member Tatem stated that the request for coaching and/or consulting was to provide professional expertise for the interim Superintendent for no longer than three months while the Board is in transition to search for a new Superintendent. The Board held discussion and voted.

16) INFORMATION ONLY (No Board Action Required)

16.1 Year to Date Financial Statements through March 31, 2025

16.2 Year to Date Charter School Financial Statement Summary through March 31, 2025

17) UPDATES

17.1. INSTRUCTIONAL UPDATE

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

- Overview of the recent District events
- VEX update regarding world competition

17.2. OPERATIONS UPDATE

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

- Noted upcoming job fairs – pathway to teaching, operations job fair
- Food and Nutrition Services including summer food and nutrition provisions for the summer
- IT – District wide site support services and chrome book update for students and teachers
- Thanked Board for approving the consent agenda

17.3. LEGAL DEPARTMENT UPDATE

18) SUPERINTENDENT REMARKS

Superintendent Chapman updated the Board with the following:

- Noted the continued excellence of instructional and testing time as well as safety and security
- Noted the upcoming public map release as well as public rezoning meetings and timeline for the maps
- Spoke regarding the summer opportunities in the District education

19) BOARD COMMENTS

Board Member Tatem

- Safety briefing during graduation season look for the possibility to reach out and engage with all students, especially ones that are lonely
- Noted the overall happiness of the graduating Seniors

Board Member Felton

- Provided an update to the Board regarding the Children Services Advisory Board
- Informed Board of recent District visits and spoke regarding graduations

Board Member Kennedy

- Thanked staff for graduations and congratulated the graduates

Vice-Chair Spray

- Noted the wonderful graduation ceremonies
- Provided an overview regarding the retirements

Chair Choate

- Congratulated senior graduates and thanked staff for their work to make the ceremonies happen
- Thanked the students joining the military this year

20) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 8:33 P.M.

_____

Chad Choate, III
Chairman

NOTICE

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

AGENDA ITEM NO. 8.1

School Board of Manatee County
June 24, 2025 - Regular Board Meeting

Title
2024-2025 SDMC FAST Progress Monitoring 3 (PM3) Assessment Results

Executive Summary
Mr. Derek Jensen, Deputy Superintendent of Instruction, will present data regarding the 2024-2025 FAST Progress Monitoring 3 (PM 3) Assessment Results.

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

Attachments:
2025 School Board Spring and PM3 Data Review-Raw Data

2024-2025 Spring & FAST PM3 Assessment Results

School Board Meeting
June 24, 2025

FAST Progress Monitoring

FAST
FLORIDA ASSESSMENT OF STUDENT THINKING

Testing Windows

PM1: September 2024

PM2: December 2024 - January 2025

PM3: May 2025

RENAISSANCE

Kindergarten – 2nd Grade

Star Early Literacy

Star Reading

Star Math

Cambium Assessment

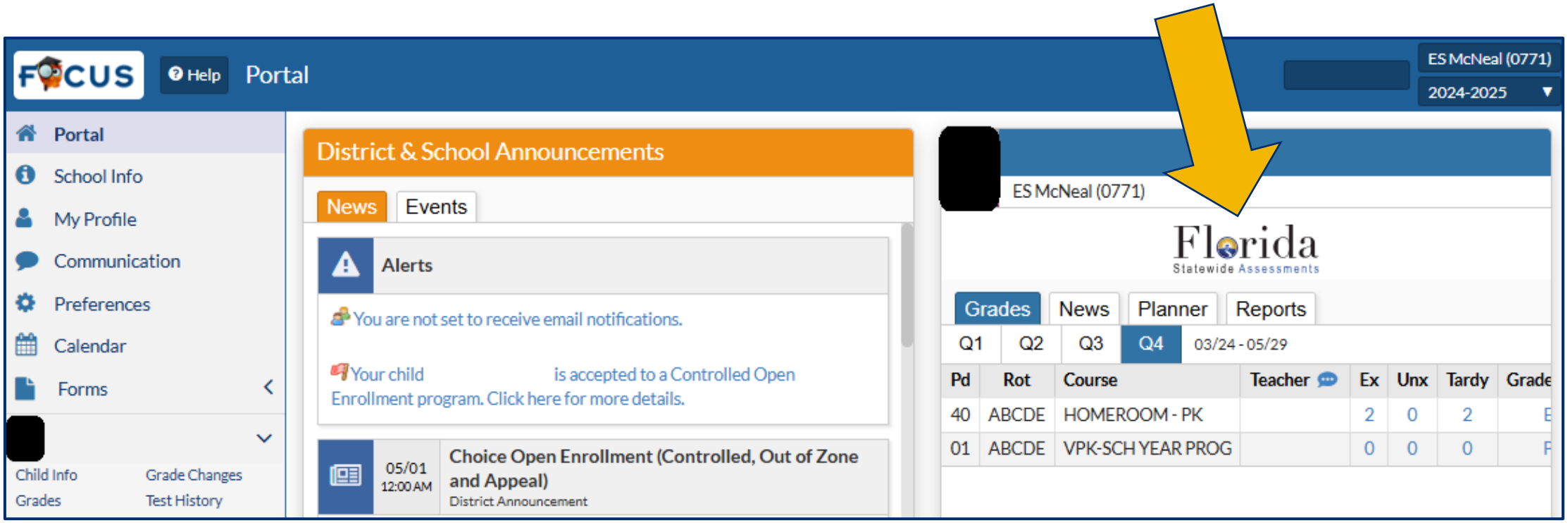
3rd – 10th Grade

3rd-10th Grade FAST ELA Reading

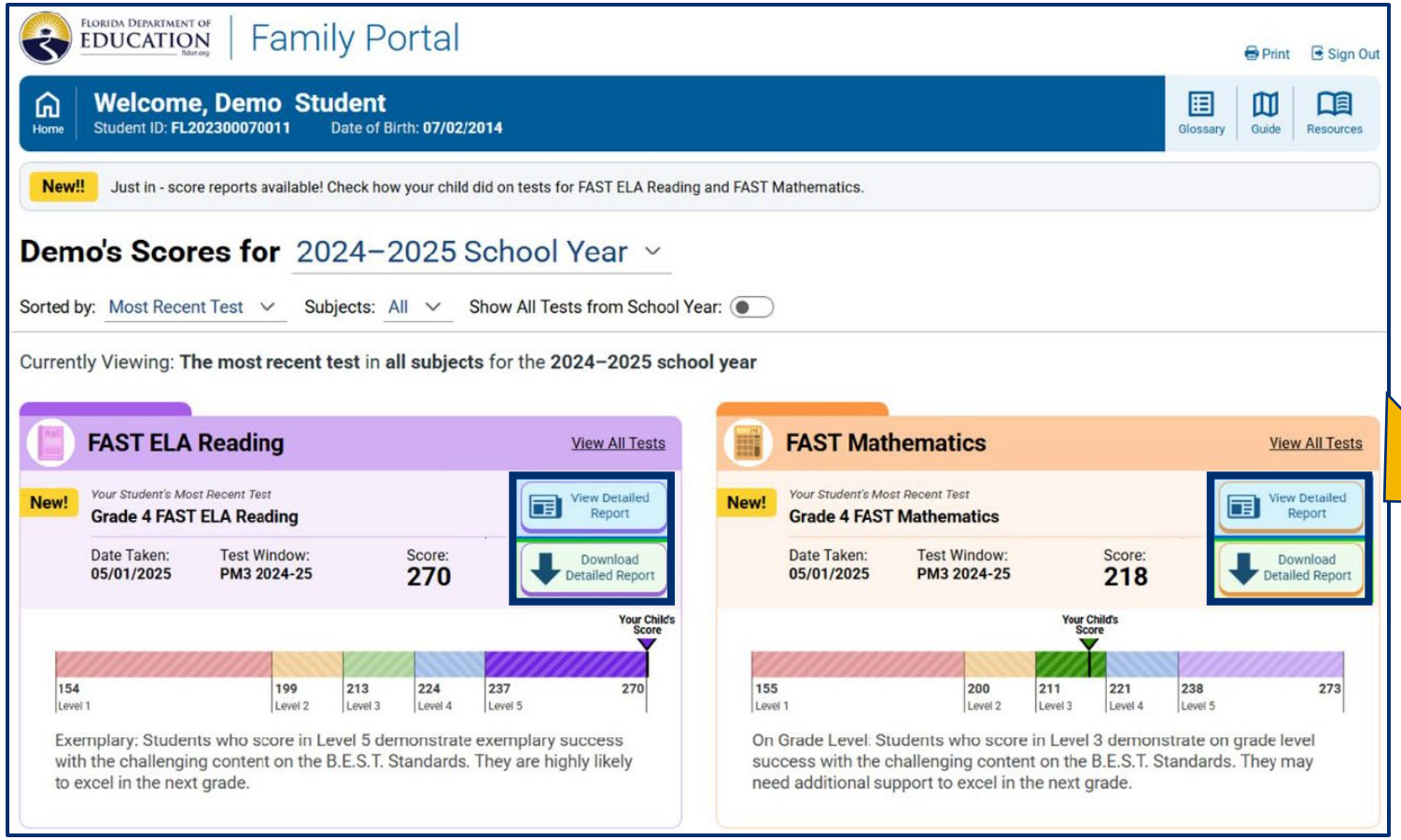
3rd-8th Grade FAST Mathematics

Florida Department of Education's (FLDOE) Family Portal

Parents can access a student's FAST ELA Reading, FAST Mathematics, FAST ELA Reading Retake, and B.E.S.T. EOC results in the FLDOE's Family Portal using the link in the Focus Parent Portal



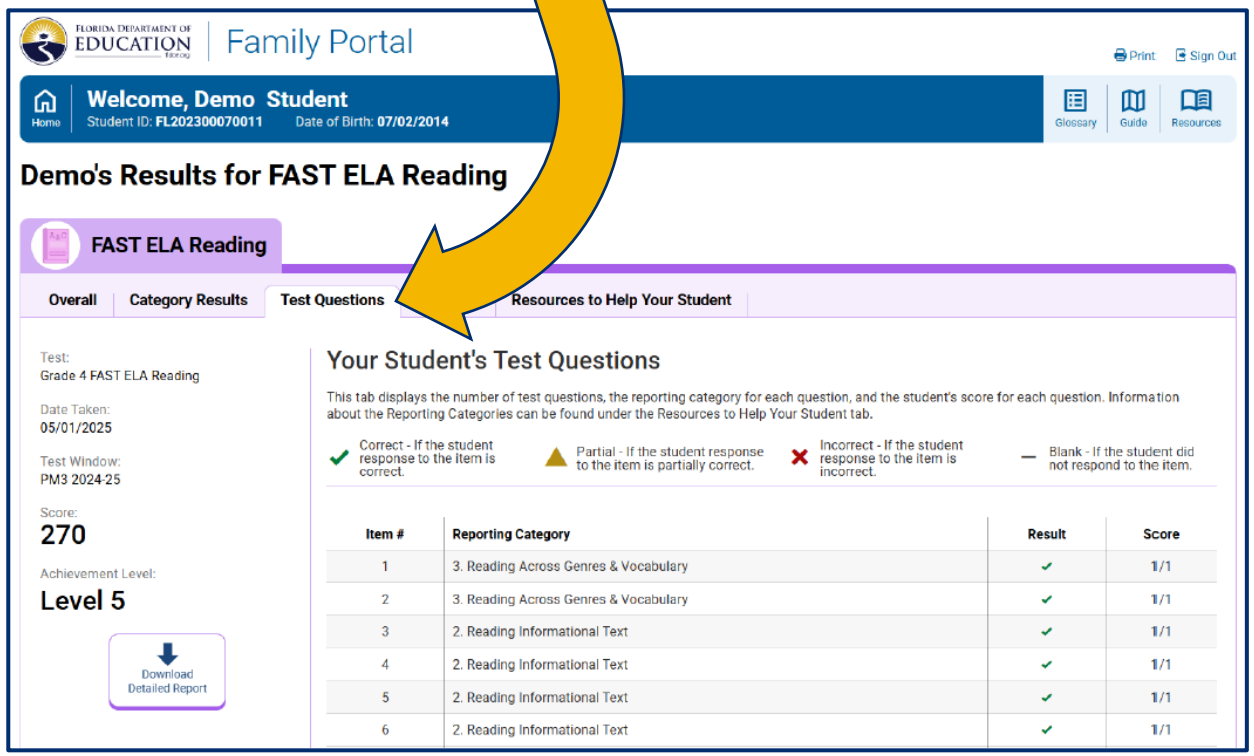
Florida Department of Education's (FLDOE) Family Portal

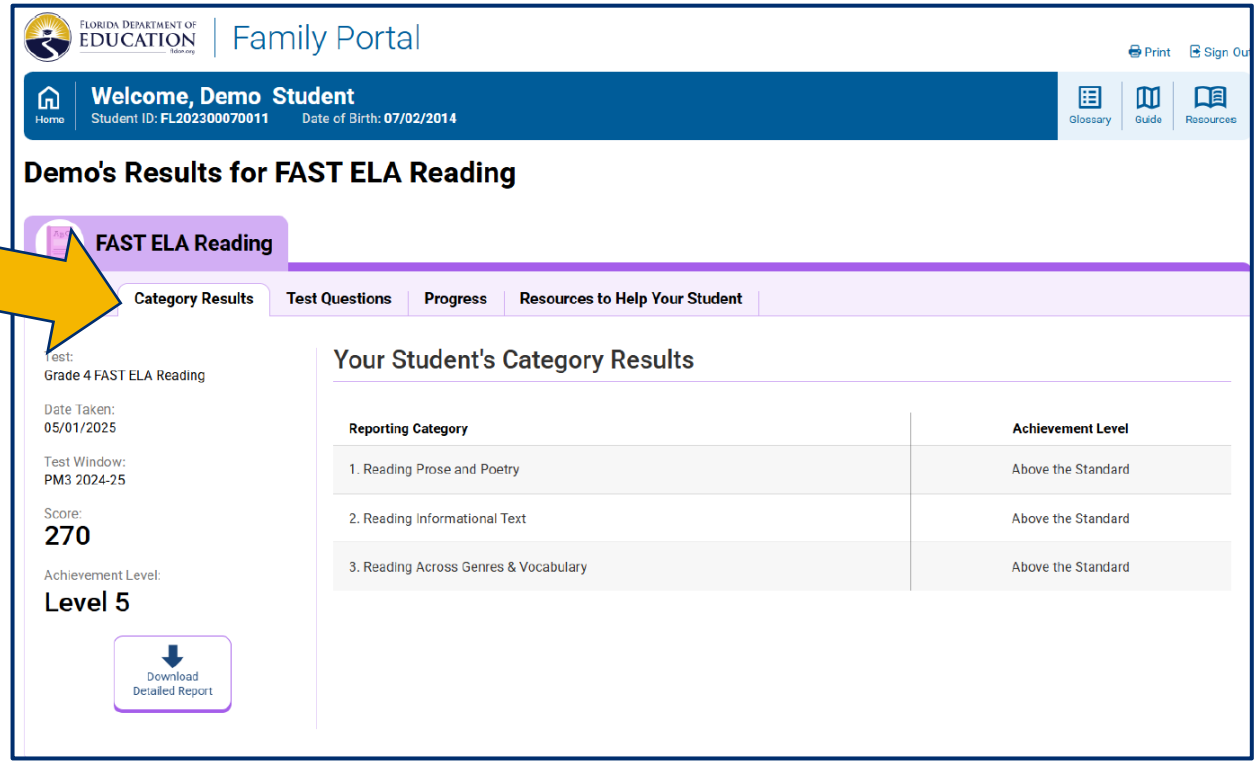


In the Family Portal, parents can view or download their student's score reports

Florida Department of Education's (FLDOE) Family Portal

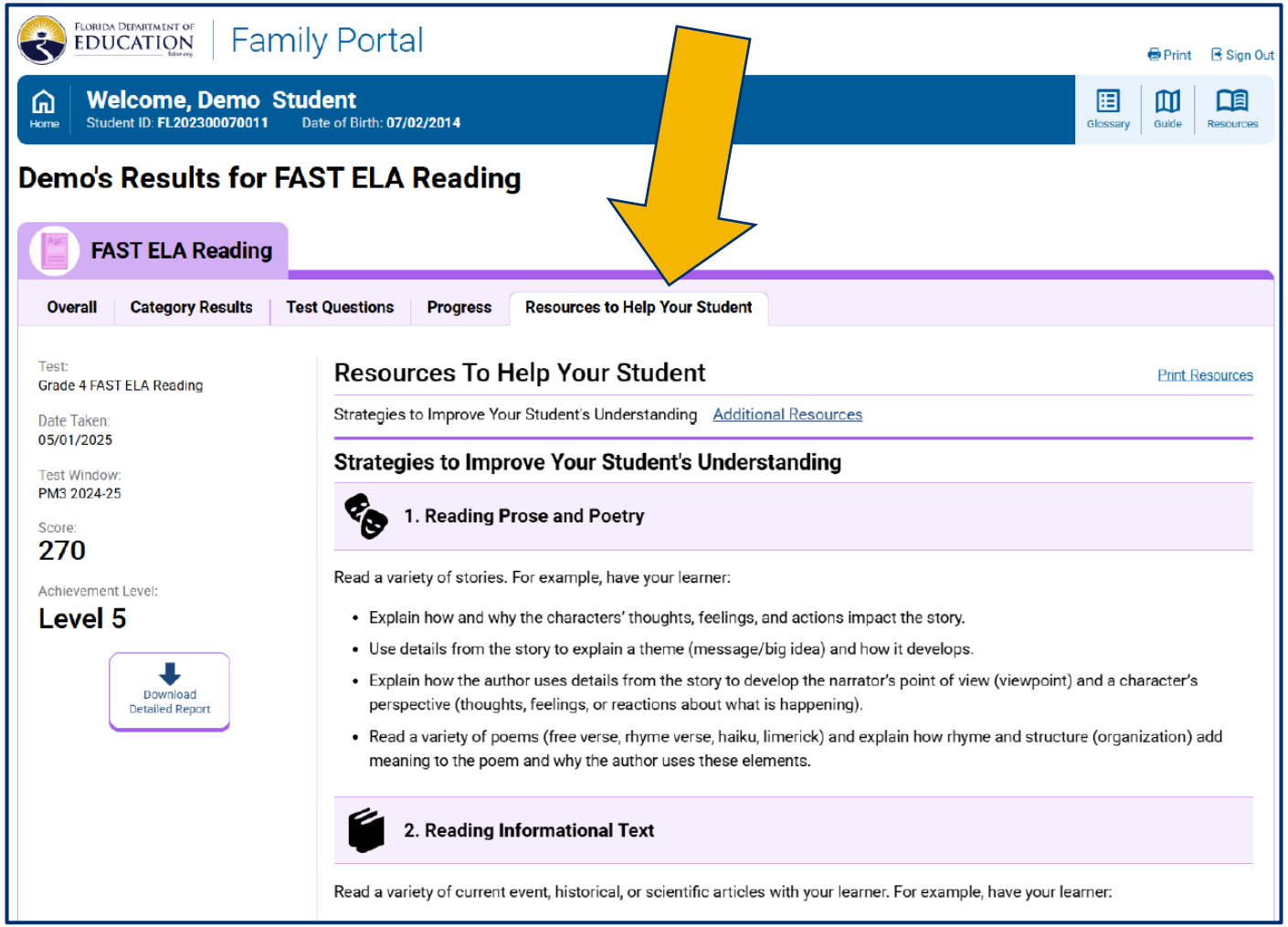
In the Detailed Report parents can see additional information including their student's results by reporting category and test question





Florida Department of Education's (FLDOE) Family Portal

Under the "Resources to Help Your Student" section, specific strategies are provided to help parents to support their students' learning



School Grade Components 2024-2025

3rd Grade Reading Achievement
FAST ELA (3)
FAA ELA (3)

Reading Achievement
FAST ELA (3-10)
FAA ELA (3-10)

Math Achievement
FAST Math (3-8), FAA Math (3-8), BEST Algebra 1, FAA Algebra 1, BEST Geometry, FAA Geometry

Science Achievement
NGSSS Science (5th & 8th)
FAA Science (5th & 8th)
NGSSS Biology, FAA Biology

Middle School Acceleration
BEST Algebra 1, FAA Algebra 1, BEST Geometry, FAA Geometry, CAPE Industry Certifications

Graduation Rate
Prior Year Federal Uniform Graduation Rate

Reading Learning Gains (LG)
FAST ELA (3-10)
FAA ELA (3-10)

Math Learning Gains (LG)
FAST Math (3-8), FAA Math (3-8), BEST Algebra 1, FAA Algebra 1, BEST Geometry, FAA Geometry

Social Studies Achievement
NGSSS Civics, FAA Civics, NGSSS US History, FAA US History)

College & Career Acceleration
Prior Year Graduates who have passed one of the following: Dual Enrollment Course, AP exam, AICE Exam, IB Exam, CAPE Industry Certification, Clock Hour Dual Enrollment, ASVAB + JROTC Course

Reading LG of Lowest Quartile (L25)
FAST ELA (3-10)
FAA ELA (3-10)

Math LG of Lowest Quartile (L25)
FAST Math (3-8), FAA Math (3-8), BEST Algebra 1, FAA Algebra 1, BEST Geometry, FAA Geometry

Elementary: 800 pts total
Middle: 900 pts total
High: 1000 pts total
K-8: 1000 pts total

PM3 Considerations

- Students lost 7 net instructional days during the first semester due to hurricane impacts; students in many other districts lost fewer/no days

- Change in SDMC philosophy about assignment of accelerated students to grade level tests in mathematics

- This presentation contains raw PM3/Spring results. Data will be cleaned up by the state for School and District Accountability

2024-2025 Spring & FAST PM3 Assessment Results

Star Early Literacy, Star Reading, FAST ELA

SDMC PM3 ELA/Reading Results

KG-2nd Grade

	2024-2025 FAST PM3 Performance Levels			2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM3 to PM3 Change	
	1	2	3+	%	%		
KG - State	**20%**	**24%**	**56%**	**53%**	**56%**	**+3%**	↑
KG - Manatee	21%	26%	53%	53%	53%	0%	=
1st - State	**26%**	**15%**	**58%**	**56%**	**58%**	**+2%**	↑
1st - Manatee	26%	16%	58%	56%	58%	+2%	↑
2nd - State	**27%**	**22%**	**51%**	**53%**	**51%**	**-2%**	↓
2nd - Manatee	27%	21%	51%	53%	51%	-2%	↓

Year-to-Year Comparison (Level 3+)

*Data rounded to nearest percent. Star Early Literacy used for KG values

Florida requires:

- KG students to take Star Early Literacy for PM1
- 1st Grade students to take Star Reading for PM3
- 2nd Grade students to take Star Reading for PM1, PM2, & PM3

SDMC requires:

- KG "Probable Readers" to take Star Reading for PM2 & PM3
- 1st & 2nd Grade students to take Star Reading for PM1, PM2, & PM3

SDMC PM3 ELA/Reading Results

KG-2nd Grade

Year-to-Year Comparison (Level 3+)

	2024-2025 FAST PM3 Performance Levels			2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM3 to PM3 Change	
	1	2	3+	%	%		
KG - State	**20%**	**24%**	**56%**	**53%**	**56%**	**+3%**	↑
KG - District	22%	25%	53%	52%	53%	+1%	↑
KG - Charter	17%	28%	55%	56%	55%	-1%	↓
1st - State	**26%**	**15%**	**58%**	**56%**	**58%**	**+2%**	↑
1st - District	25%	17%	58%	56%	58%	+2%	↑
1st - Charter	30%	14%	56%	57%	56%	-1%	↓
2nd - State	**27%**	**22%**	**51%**	**53%**	**51%**	**-2%**	↓
2nd - District	28%	21%	51%	52%	51%	-1%	↓
2nd - Charter	25%	22%	53%	56%	53%	-3%	↓

*Data rounded to nearest percent. Star Early Literacy used for KG values

Florida requires:

- KG students to take Star Early Literacy for PM1
- 1st Grade students to take Star Reading for PM3
- 2nd Grade students to take Star Reading for PM1, PM2, & PM3

SDMC requires:

- KG "Probable Readers" to take Star Reading for PM2 & PM3
- 1st & 2nd Grade students to take Star Reading for PM1, PM2, & PM3

SDMC PM3 ELA/Reading Results

3rd-5th Grade

	2024-2025 FAST PM3 Performance Levels			2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM3 to PM3 Change	
	1	2	3+	%	%		
3rd - State	**22%**	**21%**	**57%**	**55%**	**57%**	**+2%**	↑
3rd - Manatee	26%	22%	52%	52%	52%	0%	=
4th - State	**22%**	**21%**	**56%**	**53%**	**56%**	**+3%**	↑
4th - Manatee	24%	23%	54%	52%	54%	+2%	↑
5th - State	**20%**	**24%**	**56%**	**55%**	**56%**	**+1%**	↑
5th - Manatee	22%	24%	54%	52%	54%	+2%	↑

Year-to-Year Comparison (Level 3+)

*Data rounded to nearest percent.

SDMC PM3 ELA/Reading Results

3rd-5th Grade

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
3rd - State	**22%**	**21%**	**57%**	**55%**	**57%**	**+2%**	↑
3rd - District	26%	22%	52%	52%	52%	0%	=
3rd - Charter	25%	23%	52%	51%	52%	+1%	↑
4th - State	**22%**	**21%**	**56%**	**53%**	**56%**	**+3%**	↑
4th - District	23%	22%	54%	52%	54%	+2%	↑
4th - Charter	24%	26%	50%	49%	50%	+1%	↑
5th - State	**20%**	**24%**	**56%**	**55%**	**56%**	**+1%**	↑
5th - District	21%	24%	55%	52%	55%	+3%	↑
5th - Charter	24%	26%	50%	49%	50%	+1%	↑

*Data rounded to nearest percent.

SDMC PM3 ELA/Reading Results

6th-8th Grade

	2024-2025 FAST PM3 Performance Levels			2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM3 to PM3 Change	
	1	2	3+	%	%		
6th - State	**19%**	**21%**	**60%**	**55%**	**60%**	**+5%**	↑
6th - Manatee	24%	23%	53%	52%	53%	+1%	↑
7th - State	**22%**	**22%**	**57%**	**51%**	**57%**	**+6%**	↑
7th - Manatee	26%	23%	51%	50%	51%	+1%	↑
8th - State	**22%**	**23%**	**55%**	**51%**	**55%**	**+4%**	↑
8th - Manatee	26%	22%	52%	48%	52%	+4%	↑

Year-to-Year Comparison (Level 3+)

*Data rounded to nearest percent.

SDMC PM3 ELA/Reading Results

6th-8th Grade

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
6th - State	**19%**	**21%**	**60%**	**55%**	**60%**	**+5%**	↑
6th - District	26%	22%	51%	48%	51%	+3%	↑
6th - Charter	19%	23%	58%	58%	58%	0%	=
7th - State	**22%**	**22%**	**57%**	**51%**	**57%**	**+6%**	↑
7th - District	30%	22%	48%	46%	48%	+2%	↑
7th - Charter	16%	24%	59%	59%	59%	0%	=
8th - State	**22%**	**23%**	**55%**	**51%**	**55%**	**+4%**	↑
8th - District	29%	22%	49%	46%	49%	+3%	↑
8th - Charter	16%	24%	60%	55%	60%	+5%	↑

*Data rounded to nearest percent.

SDMC PM3 ELA/Reading Results

9th-10th Grade

	2024-2025 FAST PM3 Performance Levels		
	1	2	3+
9th - State	**21%**	**24%**	**55%**
9th - Manatee	24%	26%	50%
10th - State	**19%**	**23%**	**57%**
10th - Manatee	23%	26%	52%

*Data rounded to nearest percent.

Year-to-Year Comparison (Level 3+)

2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM3 to PM3 Change	
%	%		
53%	**55%**	**+2%**	↑
52%	50%	-2%	↓
53%	**57%**	**+4%**	↑
51%	52%	+1%	↑

SDMC PM3 ELA/Reading Results

9th-10th Grade

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
9th - State	**21%**	**24%**	**55%**	**53%**	**55%**	**+2%**	↑
9th - District	25%	25%	50%	49%	50%	+1%	↑
9th - Charter	18%	27%	55%	69%	55%	-14%	↓
10th - State	**19%**	**23%**	**57%**	**53%**	**57%**	**+4%**	↑
10th - District	23%	27%	50%	49%	50%	+1%	↑
10th - Charter	15%	19%	66%	66%	66%	0%	=

*Data rounded to nearest percent.

2024-2025 Spring & FAST PM3 Assessment Results

Star Math, FAST Math, B.E.S.T. Algebra 1, B.E.S.T. Geometry

SDMC PM3 Math Results

KG-2nd Grade

	2024-2025 FAST PM3 Performance Levels			2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM13to PM3 Change	
	1	2	3+	%	%		
KG - State	**17%**	**29%**	**54%**	**53%**	**54%**	**+1%**	↑
KG - Manatee	17%	30%	54%	54%	54%	0%	=
1st - State	**19%**	**20%**	**61%**	**59%**	**61%**	**+2%**	↑
1st - Manatee	17%	19%	64%	59%	64%	+5%	↑
2nd - State	**24%**	**15%**	**60%**	**60%**	**60%**	**0%**	=
2nd - Manatee	24%	15%	61%	61%	61%	0%	=

Year-to-Year Comparison (Level 3+)

*Data rounded to nearest percent.

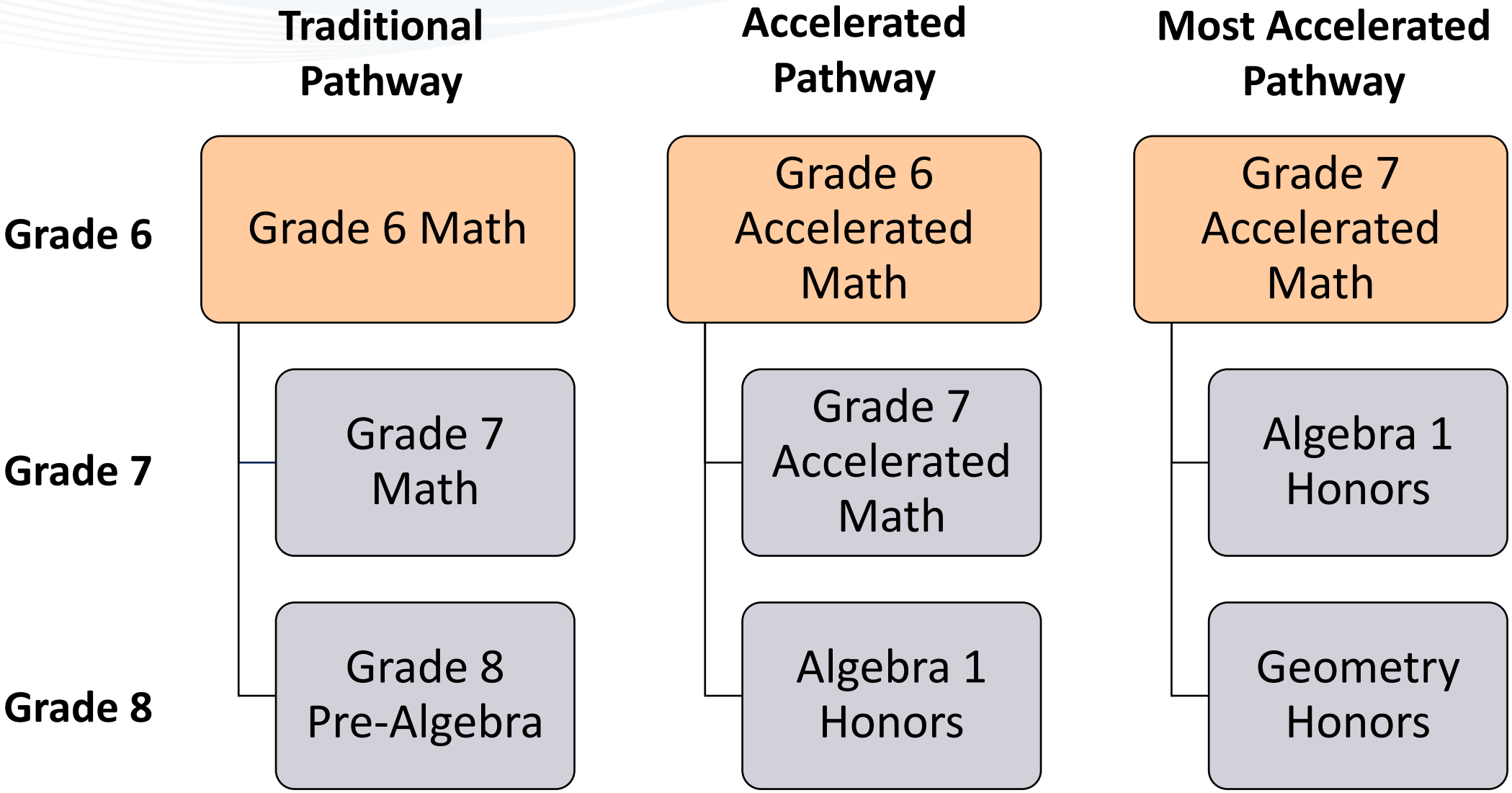
SDMC PM3 Math Results

KG-2nd Grade

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
KG - State	**17%**	**29%**	**54%**	**53%**	**54%**	**+1%**	↑
KG - District	17%	28%	54%	54%	54%	0%	=
KG - Charter	14%	34%	52%	57%	52%	-5%	↓
1st - State	**19%**	**20%**	**61%**	**59%**	**61%**	**+2%**	↑
1st - District	18%	19%	63%	58%	63%	+5%	↑
1st - Charter	15%	19%	66%	62%	66%	+4%	↑
2nd - State	**24%**	**15%**	**60%**	**60%**	**60%**	**0%**	=
2nd - District	24%	14%	62%	61%	62%	+1%	↑
2nd - Charter	22%	18%	60%	63%	60%	-3%	↓

*Data rounded to nearest percent.

SDMC Middle School Math Progression



SDMC Mathematics Progression

Traditional Pathway

- Grade 3 Traditional Math
- Grade 4 Traditional Math
- Grade 5 Traditional Math
- Grade 6 Traditional Math
- Grade 7 Traditional Math
- Grade 8 Pre-Algebra

Most Accelerated Pathway

- Grade 3 Accelerated Math
- Grade 4 Accelerated Math — **Tested on 5th Grade FAST**
- Grade 6 Traditional Math (5th Grade Year) — **Tested on 6th Grade FAST**
- Grade 7 Accelerated Math — **Tested on 8th Grade FAST**
- Algebra I Honors
- Geometry Honors

SDMC PM3
Above Grade Level Testing in Accelerated Math

Above Grade Level Testing in Accelerated Math

Assessment Name	2024 PM3	2025 PM3	1 Yr Change		Notes:
Grade 3 FAST Mathematics	4323	4454		+131	
Grade 4 FAST Mathematics	4057	3095	-962		4th Accelerated taking 5th FAST Math
Grade 5 FAST Mathematics	3854	4119		+265	Accelerated 5th graders taking 6th FAST Math
Grade 6 FAST Mathematics	3808	4104		+296	Accelerated 6th graders taking 7th Accelerated (8th FAST Math)
Grade 7 FAST Mathematics	3283	2488	-795		7th Accelerated taking 8th FAST Math
Grade 8 FAST Mathematics	1949	3308		+1359	

SDMC PM3 Accelerated Math Results

	2024-2025 FAST PM3 Performance Levels			2024-2025 Level 3+		PM1 to PM3	
	1	2	3+	PM1 %	PM3 %	Change	
3rd - State	**16%**	**21%**	**63%**	**8%**	**63%**	**+55%**	↑
3rd - Accelerated	4%	6%	90%	29%	90%	+61%	↑
5th - State	**21%**	**23%**	**57%**	**14%**	**57%**	**+43%**	↑
4th - Accelerated	1%	10%	89%	13%	89%	+76%	↑
6th - State	**16%**	**24%**	**60%**	**20%**	**60%**	**+40%**	↑
5th - (Accelerated) in 6th Math	0%	1%	99%	50%	99%	+49%	↑
6th - Accelerated	2%	14%	84%	33%	84%	+51%	↑
8th - State	**19%**	**25%**	**56%**	**18%**	**56%**	+38%	↑
7th - Accelerated	3%	21%	75%	22%	75%	+53%	↑

*Data rounded to nearest percent.

SDMC PM3 Math Results

3rd-5th Grade

	2024-2025 FAST PM3 Performance Levels		
	1	2	3+
3rd - State	**16%**	**21%**	**63%**
3rd - Manatee	18%	20%	62%
4th - State	**20%**	**18%**	**62%**
4th - Manatee	22%	21%	57%
5th - State	**21%**	**23%**	**57%**
5th - Manatee	19%	22%	59%

*Data rounded to nearest percent.

Year-to-Year Comparison (Level 3+)

2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM3 to PM3 Change	
%	%		
61%	**63%**	**+2%**	↑
63%	62%	-1%	↓
58%	**62%**	**+4%**	↑
62%	57%	-5%	↓
56%	**57%**	**+1%**	↑
60%	59%	-1%	↓

SDMC PM3 Math Results

3rd-5th Grade

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
3rd - State	**16%**	**21%**	**63%**	**61%**	**63%**	**+2%**	↑
3rd - District	20%	18%	62%	64%	62%	-2%	↓
3rd - Charter	24%	15%	61%	60%	61%	+1%	↑
4th - State	**20%**	**18%**	**62%**	**58%**	**62%**	**+4%**	↑
4th - District	21%	23%	56%	62%	56%	-6%	↓
4th - Charter	21%	18%	60%	61%	60%	-1%	↓
5th - State	**21%**	**23%**	**57%**	**56%**	**57%**	**+1%**	↑
5th - District	21%	18%	61%	62%	61%	-1%	↓
5th - Charter	24%	21%	55%	50%	55%	+5%	↑

*Data rounded to nearest percent.

SDMC PM3 Math Results

6th-8th Grade

	2024-2025 FAST PM3 Performance Levels			2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM3 to PM3	
	1	2	3+	%	%	Change	
6th - State	**16%**	**24%**	**60%**	**55%**	**60%**	**+5%**	↑
6th - Manatee	17%	22%	61%	56%	61%	+5%	↑
7th - State	**28%**	**21%**	**50%**	**47%**	**50%**	**+3%**	↑
7th - Manatee	33%	23%	45%	56%	45%	-11%	↓
8th - State	**19%**	**25%**	**56%**	**55%**	**56%**	**+1%**	↑
8th - Manatee	19%	25%	57%	29%	57%	+28%	↑

Year-to-Year Comparison (Level 3+)

*Data rounded to nearest percent.

SDMC PM3 Math Results

6th-8th Grade

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
6th - State	**16%**	**24%**	**60%**	**55%**	**60%**	**+5%**	↑
6th - District	19%	18%	63%	55%	63%	+8%	↑
6th - Charter	28%	14%	58%	58%	58%	0%	=
7th - State	**28%**	**21%**	**50%**	**47%**	**50%**	**+3%**	↑
7th - District	26%	42%	32%	52%	32%	-20%	↓
7th - Charter	18%	17%	64%	67%	64%	-3%	↓
8th - State	**19%**	**25%**	**56%**	**55%**	**56%**	**+1%**	↑
8th - District	23%	17%	60%	28%	60%	+32%	↑
8th - Charter	32%	20%	47%	41%	47%	+6%	↑

*Data rounded to nearest percent.

SDMC Spring Math Results

Algebra 1 & Geometry

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)		
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change
Algebra 1 - State	**23%**	**23%**	**54%**	**50%**	**54%**	**+4% ↑**
Algebra 1 - Manatee	21%	24%	55%	53%	55%	+2% ↑
Geometry - State	**22%**	**23%**	**54%**	**52%**	**54%**	**+2% ↑**
Geometry - Manatee	22%	25%	52%	51%	52%	+1% ↑

*Data rounded to nearest percent.

SDMC Spring Math Results

Algebra 1 & Geometry

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
Algebra 1 - State	**23%**	**23%**	**54%**	**50%**	**54%**	**+4%**	↑
Algebra 1 - District	22%	25%	53%	51%	53%	+2%	↑
Algebra 1 - Charter	14%	19%	67%	64%	67%	+3%	↑
Geometry - State	**22%**	**23%**	**54%**	**52%**	**54%**	**+2%**	↑
Geometry - District	24%	25%	51%	49%	51%	+2%	↑
Geometry - Charter	12%	29%	59%	64%	59%	-5%	↓

*Data rounded to nearest percent.

2024-2025 Spring Assessment Results

Florida Science, Florida Biology EOC

SDMC Spring Science Results

5th & 8th Science, Biology

	2024-2025 FAST PM3 Performance Levels			2024 PM3 Lvl 3+	2025 PM3 Lvl 3+	PM3 to PM3 Change	
	1	2	3+	%	%		
5th - State	**22%**	**23%**	**55%**	**54%**	**55%**	**+1%**	↑
5th - Manatee	24%	24%	52%	49%	52%	+3%	↑
8th - State	**24%**	**27%**	**49%**	**45%**	**49%**	**+4%**	↑
8th - Manatee	26%	25%	49%	44%	49%	+5%	↑
Biology - State	**10%**	**19%**	**71%**	**67%**	**71%**	**+4%**	↑
Biology - Manatee	11%	19%	70%	68%	70%	+2%	↑

Year-to-Year Comparison (Level 3+)

*Data rounded to nearest percent.

SDMC Spring Science Results

5th & 8th Science, Biology

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
5th - State	**22%**	**23%**	**55%**	**54%**	**55%**	**+1%**	↑
5th - District	24%	23%	53%	51%	53%	+2%	↑
5th - Charter	24%	27%	49%	42%	49%	+7%	↑
8th - State	**24%**	**27%**	**49%**	**45%**	**49%**	**+4%**	↑
8th - District	28%	23%	49%	44%	49%	+5%	↑
8th - Charter	17%	30%	52%	46%	52%	+6%	↑
Biology - State	**10%**	**19%**	**71%**	**67%**	**71%**	**+4%**	↑
Biology - District	12%	19%	69%	65%	69%	+4%	↑
Biology - Charter	5%	19%	76%	82%	76%	-6%	↓

*Data rounded to nearest percent.

2024-2025 Spring Assessment Results

Florida Civics EOC, Florida U.S. History EOC

SDMC Spring Social Studies Results

Civics & U.S. History

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
Civics - State	**14%**	**15%**	**71%**	**67%**	**71%**	**+4%**	**↑**
Civics - Manatee	13%	14%	73%	69%	73%	+4%	↑
U.S. History - State	**15%**	**14%**	**71%**	**68%**	**71%**	**+3%**	**↑**
U.S. History - Manatee	17%	15%	68%	66%	68%	+2%	↑

*Data rounded to nearest percent.

SDMC Spring Social Studies Results

Civics & U.S. History

	2024-2025 FAST PM3 Performance Levels			Year-to-Year Comparison (Level 3+)			
	1	2	3+	2024 PM3 Lvl 3+ %	2025 PM3 Lvl 3+ %	PM3 to PM3 Change	
Civics - State	**14%**	**15%**	**71%**	**67%**	**71%**	**+4%**	↑
Civics - District	16%	16%	69%	65%	69%	+4%	↑
Civics - Charter	7%	11%	82%	80%	82%	+2%	↑
U.S. History - State	**15%**	**14%**	**71%**	**68%**	**71%**	**+3%**	↑
U.S. History - District	17%	16%	67%	64%	67%	+3%	↑
U.S. History - Charter	8%	10%	82%	85%	82%	-3%	↓

*Data rounded to nearest percent.

Next Steps

- Student Data Updates – Completed June 20, 2025
- Deadline for State to release Assessment Results – June 30, 2025
- School Grades & District Grades – Released Shortly After

2024-2025 Spring & FAST PM3 Assessment Results

School Board Meeting
June 24, 2025

AGENDA ITEM NO. 9.1

School Board of Manatee County
June 24, 2025 - 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.

The lists for Teachers, Paraprofessionals, SAMP, AFSCME and Non-Bargaining for the 2024-2025 school year are available at the School Support Center in Room 106.

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

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

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

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

Financial Impact
There is no financial impact.

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

Attachments:
HR Board Material 6.24.25 Meeting - Revised 6.23.25

Hire

Educational Support

Type	Name	Department/Location	Position	Effective Date
Hire	Carson, Jamie	Communications	Director of Communications	7-15-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Hire	Coppa, John	Manatee Elementary School	Tchr Aide, ESE	8-3-2025
Hire	Fabiano, Erica	Mills Elementary School	Tchr Aide, ESE	8-3-2025
Hire	Hixson, Christine	Palm View K-8 School	Registrar, School I, ES	6-9-2025
Hire	Pernia Guerrero, Jorge	Southeast High School	Tchr Aide, ESOL	8-3-2025
Hire	Rainey, Angela	Construction Services	Project Assistant	6-2-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Hire	Becker, Jamie	Prine Elementary School	Tchr, Music, ES Bowling Green State University Req. #13431	8-3-2025
Hire	Braendel, Patty	Prine Elementary School	Tchr, IND/SC George Mason University Req. #13410	8-3-2025
Hire	Bystricky, Katherine	Moody Elementary School	Kindergarten Teacher State Coll Fla Manatee-Sarasot Req. #12995	8-3-2025
Hire	Frederick, Donna	Bayshore High School	Tchr, Language Arts, HS University of Phoenix Req. #12984	8-3-2025
Hire	Jaramillo-Vasconez, Sophia	Lakewood Ranch High School	Tchr, Agriculture/Nat Resrcs University of Kentucky Req. #13003	7-13-2025
Hire	Knott, Kaden	Lakewood Ranch High School	Tchr, Social Studies, HS Florida State University Req. #12998	8-3-2025
Hire	Lahey, Mallory	Gullett Elementary School	Kindergarten Teacher Master's Degree Req. #13603	8-3-2025
Hire	Leonard, Gabrielle	Daughtrey Elementary School	Second Grade Teacher USF Req. #13372	8-3-2025
Hire	Wade, Victoria	Palmetto Elementary School	First Grade Teacher Grand Canyon University Req. #13394	8-3-2025
Hire	Webb, Brian	Braden River High School	Tchr, ROTC/Military Train, HS Trident University Internatl Req. #13168	7-14-2025

Promotion

Administrative

Type	Name	Department/Location	Position	Effective Date	
Transfer	Flynn, Scott	From: Daughtrey Elementary School To: Oneco Elementary School	From: Asst Principal, ES To: Principal, ES	6-23-2025	Added 6.23.25
Transfer	Gierhart, Julie	From: Gullett Elementary School To: Gullett Elementary School	From: Interim Principal, ES To: Principal, ES	6-11-2025	
Transfer	Marshall, Terrance	From: Sugg Middle School To: Sugg Middle School	From: Interim Principal, MS To: Principal, MS	6-11-2025	
Transfer	Sanchez, Francisca	From: Sugg Middle School To: Manatee Technical College Main	From: Tchr Aide, ESOL To: Counselor, Career	6-1-2025	
Transfer	Simmons, Quantas	From: Palmetto High School To: Harllee	From: Asst Principal, HS To: Principal	6-23-2025	Added 6.23.25
Transfer	Simoni, Benjamin	From: SDMC School Support Center To: SDMC School Support Center	From: Engineer, Sr NetworkSys&Securi To: Supervisor, AT	5-25-2025	

Educational Support

Type	Name	Department/Location	Position	Effective Date
Transfer	Cortes Garcia, Martin	From: Palmetto High School To: Matzke Support Center	From: Custodian 8 Hr To: Operator, Special Equipment	6-8-2025
Transfer	Grable, Janice	From: Matzke Support Center To: Professional Support Center	From: Bus Aide To: Printer, Senior	6-1-2025
Transfer	Maher, Erica	From: Wakeland Support Center To: Bayshore Elementary School	From: Manager, Cafeteria I, Floater To: Manager, Cafeteria II	8-3-2025
Transfer	Stull, Beth	From: SDMC School Support Center To: Matzke Support Center	From: Other Clerical Staff,Staff Svc To: Project Assistant	6-8-2025
Transfer	Wilkins, Jill	From: Gullett Elementary School To: Gullett Elementary School	From: Worker, Food Service-7 hr To: Tchr Aide, ES	8-3-2025
Transfer	Zabroni, Deborah	From: Witt Elementary School To: Manatee Technical College Main	From: Tchr Aide, ESE To: Secretary, School	6-1-2025

Instructional

Type	Name	Department/Location	Position	Effective Date	
Transfer	Adriano, Victoria	From: Ballard Elementary School To: Sea Breeze Elementary School	From: Specialist, Student Support To: Asst Principal, ES	6-23-2025	Added 6.23.25
Transfer	Hamel, Kelly	From: Mona Jain Middle School To: Parrish Community High School	From: Specialist, Student Support To: Asst Principal, HS	6-23-2025	Added 6.23.25
Transfer	McClern, Tamiya	From: Palmetto High School To: Bayshore High School	From: Specialist, Student Support To: Asst Principal, HS	6-23-2025	Added 6.23.25

Resignation

Administrative

Type	Name	Department/Location	Position	Effective Date
Resignation	Coleman, Pamela	School Bus Transportation	Spec, Trans Operations	6-7-2025

Educational Support

Type	Name	Department/Location	Position	Effective Date
Resignation	Alday, Theresa	Prine Elementary School	Tchr Aide, Pre-K Integrated	6-2-2025
Resignation	Brashear, Truman	Food & Nutrition Services	Worker, Food Service-5 hr	5-28-2025
Resignation	Cardenas, Ena	Jain Middle School	Custodian 8 Hr	6-4-2025
Resignation	Geoghegan, Kaitlin	Freedom Elementary School	Registrar, School I, ES	6-7-2025
Resignation	Jancuska, Kathleen	Moody Elementary School	Clerk, Guidance, ES	6-7-2025
Resignation	Moore, Amari	Miller Elementary School	Tchr Aide, ES	5-31-2025
Resignation	Morujo Burdalo, Maria Soledad	Food & Nutrition Services	Worker, Food Service-6 hr	5-24-2025
Resignation During Investigation	Nickles, Scott	Warehouse	Clerk, Receiving	6-16-2025
Resignation	Pennell, Barbara	Food & Nutrition Services	Worker, Food Service-5 hr	5-28-2025
Resignation	Rivera, Olga	Moody Elementary School	Custodian 8 Hr	6-5-2025
Resignation	Santilli, Mark	Manatee Technical College	Tchr, Adult Ed P/T-Electrician	5-6-2025
Resignation	Soto Rivera, Angeliz	Food & Nutrition Services	Worker, Food Service-5 hr	5-28-2025
Resignation	Steinbeck, Steven	School Bus Transportation	Bus Driver	5-30-2025
Resignation	Wang, Xin	Nolan Middle School	Tchr Aide, ESE, 1:1	5-31-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Resignation	Allen, Kasie	Moody Elementary School	Reading Coach, ES	5-31-2025
Resignation	Baker, Sarah	Johnson K-8 Sch of Int Studies	Fifth Grade Teacher	5-31-2025
Resignation	Cheek, Jeremiah	Southeast High School	Tchr, Science, HS	5-31-2025
Resignation	Collins, Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	5-31-2025
Resignation In Lieu of Termination	Daly, Stefania	Buffalo Creek Middle School	Specialist, Student Support	5-31-2025
Resignation	Ebert, Christian	King Middle School	Tchr, IND/SC	5-31-2025
Resignation	Horn, Kayla	Bayshore Elementary School	Tchr, STEM	5-31-2025
Resignation	Huggins, Lydia	Sugg Middle School	Tchr, Art, MS	6-27-2025
Resignation	Jackson, Brandi	Sugg Middle School	Tchr, Mathematics, MS	5-31-2025
Resignation	Lloyd, William	Manatee Technical College	Tchr, Electronics	6-27-2025
Resignation	Mancuso, David	Manatee Technical College	Tchr, Business Technology Educ	6-27-2025
Resignation	Miller, Faith	Gullett Elementary School	Kindergarten Teacher	5-31-2025
Resignation	Peacher, Aubrey	Samoset Elementary School	Kindergarten Teacher	5-31-2025
Resignation	Pena, Yesenia	Lee Middle School	Counselor, MS	5-31-2025
Resignation	Piscopo, Louis	Southeast High School	Tchr, Language Arts, HS	6-30-2025
Resignation	Radaszewski, Allison	Williams Elementary School	Kindergarten Teacher	5-31-2025
Resignation	Reeves, Jennifer	Jain Middle School	Tchr, Mathematics, MS	5-31-2025
Resignation	Sartori Amsberry, Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	5-31-2025

Retirement

Educational Support

Type	Name	Department/Location	Position	Effective Date
Retirement	Bartels, Laura 23 Years of Service	Construction Services	Project Assistant	9-1-2025
Retirement	Borstelmann, Michele 28.70 Years of Service	Food & Nutrition Services	Worker, Food Service-6 hr	8-1-2025
Retirement	Davis, Shonda 22.30 Years of Service	School Bus Transportation	Bus Aide	8-1-2025
Retirement	King, Lisa 41.08 Years of Service	Manatee Technical College	Secretary, Senior School, MTC	8-16-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Retirement	Brown, Hatti 14.20 Years of Service	Palma Sola Elementary School	Tchr, Gifted	8-1-2025
Retirement	Cline, Ka 31 Years of Service	Myakka Elementary School	Tchr, Music, ES	8-1-2025
Retirement	Friend, Jay 17.90 Years of Service	Palm View K-8 School	Tchr, VE	8-1-2025
Retirement	Stilson, Penny 29 Years of Service	Braden River Elementary School	Tchr, Physical Educ, ES	8-1-2025

Transfer

Administrative

Type	Name	Department/Location	Position	Effective Date	
Transfer	Carlson, Dorlinda	From: Bayshore High School To: Lakewood Ranch High School	From: Asst Principal, HS To: Asst Principal, HS	6-23-2025	Added 6.23.25
Transfer	Davila, Meredith	From: Professional Support Center To: Freedom Elementary School	From: School Social Worker - 10 Mo To: School Social Worker - 10 Mo	7-1-2025	
Transfer	Hemingway Primous, Samara	From: Samoset Elementary School To: Daughtrey Elementary School	From: Principal, ES To: Asst Principal, ES	6-23-2025	Added 6.23.25
Transfer	Hird, James	From: SDMC School Support Center To: Professional Support Center	From: Assistant Director, Community To: Behavior Specialist	7-13-2025	
Transfer	Koch, Christine	From: Lakewood Ranch High School To: Palm View K-8	From: Nurse, School, RN To: Nurse, School, RN	7-20-2025	
Transfer	Webb, Samantha	From: Oneco Elementary School To: Samoset Elementary School	From: Principal, ES To: Principal, ES	6-23-2025	Added 6.23.25
Transfer	Williams, Nicole	From: Oneco Elementary School To: Bashaw Elementary School	From: Principal, ES To: Principal, ES	7-1-2025	

Educational Support

Type	Name	Department/Location	Position	Effective Date
Transfer	Ali, Annie	From: Lakewood Ranch High School To: Braden River Elementary School	From: Nurse, School, LPN To: Nurse, School, LPN	7-20-2025
Transfer	Cervantes, Susan	From: Manatee Elementary School To: Lee Middle School	From: Worker, Food Service-6 hr To: Worker, Food Service-6 hr	6-8-2025
Transfer	Litanon, Pierre Art	From: Mills Elementary School To: Braden River High School	From: Custodian 8 Hr To: Custodian 8 Hr	5-28-2025
Transfer	Moreno, Richard	From: Gullett Elementary School To: Lake Manatee K-8 School	From: Custodian 8 Hr To: Custodian 8 Hr	7-6-2025
Transfer	Schottler Scutti, Olivia	From: ESE Department To: ESE Department	From: Nurse, School, LPN To: Nurse, School, LPN	7-1-2025

Instructional

Type	Name	Department/Location	Position	Effective Date
Transfer	Clark-Hankerson, Brandi	From: Southeast High School To: Lee Middle School	From: Counselor, HS To: Counselor MS	7-20-2025
Transfer	Paynter, Keith	From: Sugg Middle School To: Braden River Middle School	From: Tchr, Science, MS To: Tchr, Science, MS	8-3-2025
Transfer	Smith, Dale	From: Sugg Middle School To: Jain Middle School	From: Tchr, Technology To: Tchr, Technology	8-3-2025
Transfer	Travis, Tracey	From: Daughtrey Elementary School To: Harllee Middle School	From: Tchr, VE To: Tchr, VE/SC	8-3-2025

AGENDA ITEM NO. 9.2

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the 2025-2026 Adult Education Grant Application for Integrated English Literacy and Civics Education in the Amount of $117,283.00 (Incoming Federal Grant Funds)

Executive Summary
The Florida Department of Education (FDOE), Division of Career and Adult Education, awarded multi-year grants on a competitive basis to develop, implement and improve adult education and literacy in Florida for a three-year grant cycle, for which 2025-2026 is the third year. As an application must be submitted each year, the School Board is submitting a consolidated application for both grants:

- Adult General Education (AGE) Adult Education and Family Literacy Act (AEFLA Section 231) and
- Integrated English Literacy and Civics Education (IELCE) (AEFLA Section 243)

Funding for these discretionary grant dollars is authorized by the Adult Education and Family Literacy Act (AEFLA); Federal Grant Programs Title II, Workforce Innovation and Opportunity Act (WIOA).

If the School Board of Manatee County is awarded the full allocations for Manatee County, it will provide $117,283.00 for IELCE grant projects. Adult Education literacy and workforce development activities will take place at Manatee Technical College and one Goodwill site in Bradenton (Cortez).

A copy of the 2025-2026 Integrated English Literacy and Civics Education (IELCE) Grant Application is attached for review.

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

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

Recommendation
The Superintendent recommends approval to apply, accept and expend the 2025-2026 Adult Education Grant Application for Integrated English Literacy and Civics Education in the amount of $117,283.00 (Incoming Federal Grant Funds).

Financial Impact
There is no cost to the General Fund. All activities under this grant are funded by federal AEFLA dollars at no material expense to the District. This grant will bring the district up to $117,283.00 for IELCE grant projects for the period July 1, 2025 to June 30, 2026. There is no significant difference in this grant budget from last year; it includes salary and benefits for part-time teachers, partial salary and benefits for career counselors, textbooks, and indirect costs to cover District-level grants accounting and finance related to this project.

Note: Funding is contingent upon the availability of funds from the United States Department of Education (USDOE).

• Allocations are subject to change, based on Florida's federal award notification or any adjustments made to the allocation by USDOE.
• The Commissioner may recommend an amount greater or less than the amount requested in the proposal.

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

Attachments:
2025-2026 Integrated English Literacy Grant application

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to: Florida Department of Education upload into Office of Grants Management (OGM) ShareFile folder **AgencyNumber_AgencyName_XXB023_submitcontinuation**	**A) Program Name:** **Integrated English Literacy and Civics Education (IELCE) Grant Application Fiscal Year 2025-2026** **TAPS# 26B023 Integrated English Literacy and Civics Education**	***DOE USE ONLY*** 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: **$117,283** **DOE USE ONLY** **Total Approved Project:** $	**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: **215 Manatee Avenue W.** **Bradenton, FL 34205**	E-mail Addresses: wagnerd@manateeschools.net menard2l@manateeschools.net
	Physical/Facility Address: **6305 E. State Road 70** **Bradenton, FL 34203**	UID number: **XKGXG94KMH65** FEIN number: **59-6000728**

CERTIFICATION

I, **Kevin Chapman**, (*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) _____ **Interim Superintendent** _____ _____

Signature of Agency Head | Title | Date

Pending Board approval.

Continuation Narrative Questions
Required for all AGE and IELCE Applicants

Priority 1: Promote regional partnerships to ensure comprehensive approaches that result in improved learner outcomes.

A. Needs Assessment

1. Describe the labor market needs that have been identified in the Local Workforce Plan(s) and Regional Needs Assessments (include data sources).

The 2025-2028 CareerSource Suncoast (CSS) WIOA Local and Regional Workforce Plan identified healthcare and construction as the most common industry sectors for emerging occupations and identified telecommunications, warehouse and storage, educational services, plastics & rubber product manufacturing, and informational services as the top five emerging industries.

Within the Transportation/Distribution and Manufacturing industry sectors, occupations include Transportation, Storage, and Distribution Managers (SOC 11-3071) and Mechanical Engineering Technologists and Technicians (SOC 17-3027) both of which are High Skill, High Wage occupations on the 2025-26 Regional Demand Occupations List (RDOL). Heavy/Tractor-Trailer Truck Driver (SOC 53-3032) is also on the 25-26 RDOL.

Based on the Florida Skills Gap and Job Vacancy Report (FloridaJobs.org), CareerSource Suncoast identified more significant skills gaps in the soft skills, with the most significant being communication, reliability, and leadership. The largest hard-skills gaps in the top industry sectors were found to be math, information technology/research, and workplace skills.

2. Describe the community demographics of the geographic area, including the number of individuals who are English language learners and/or are lacking a high school diploma or equivalent. Define the various data sources used to substantiate the size and scope of the population that can benefit from adult education instructional services.

According to the US Census Bureau, the total population of Manatee County, FL, was 399,710 (2020 Dicennial Census), with a median age of 49.6. Of the total population, 20.7% speak a language other than English at home,13.6% reported speaking Spanish, 10.5% of people lived in poverty, and 8.2% did not complete high school. According to the 2023 American Community Survey 1-Year estimate of the county population 7% reported they spoke English less than ‘very well’; for the population 25+ years of age, 27,721 had attained less than high school.

According to the National Center for Education Statistics for Manatee County School District (2018-22): 13.2% of residents have less than a high school diploma; 13.2% of families have income below the poverty level; 20.9% of families rely on food stamps/SNAP benefits; 3.5% speak English "less than very well." https://nces.ed.gov/Programs/Edge/ACSDashboard/1201230

3. Complete the **Adult Education Past Performance Table,** (Consolidated Excel Workbook, TAB D).
4. Complete the **Adult Education Enrollment Targets Table**, (Consolidated Excel Workbook TAB E).
5. Describe how the eligible provider will adequately achieve the need for services identified in the past performance and enrollment targets tabs.

   NO PLANNED CHANGES
6. Describe how the program will recruit and serve individuals in the community most in need of literacy services, including individuals who have multiple barriers to employment.

   Note: FDOE expects grantees to enroll no less than 20 participants per year.

   NO PLANNED CHANGES

B. Regional Partnerships and Collaborative Networks

The WIOA requires collaboration at all levels – federal, state, and local – and between core programs. The formation of regional partnerships aligns multiple resources to provide comprehensive services to learners.

1. Describe how the applicant will develop partnerships with an expanded set of regional providers such as schools, community-based organizations, vocational rehabilitation providers, unions, industry associations, local or regional economic development agencies, chambers of commerce, community development corporations, libraries, postsecondary institutions and social service agencies to:

   a. coordinate regional referral and recruiting efforts among partners to serve students most in need of literacy services;

      NO PLANNED CHANGES

   b. coordinate comprehensive wrap-around services (services that minimize barriers for adult education students to attend and persist in their adult education program) such as childcare, transportation, mental health services, employee assistance and placement;
      NO PLANNED CHANGES

   c. specifically support the development and implementation of the required IET programs and other work-based learning opportunities based on local and regional labor market needs;

The Regional Demand Occupations List (RDOL) for Workforce Region 18 is based on local and regional labor market needs in Manatee and Sarasota counties. Two of Manatee's IET programs prepare students for occupations that are listed as High Skill, High Wage on the 2025-26 RDOL. The Global Logistics IET program prepares students for Transportation, Storage, and Distribution

Managers (SOC 11-3071), and the Advanced Manufacturing IET program prepares students for Mechanical Engineering Technologists and Technicians (SOC 17-3027). The CDL IET program prepares students for Heavy/Tractor-Trailer Truck Drivers (SOC 53-3032) and is also on the 25-26 RDOL.

d. encourage the braiding of local, regional, state, and federal funding resources (direct or indirect) for greater impact to align resources to support services and regional employment needs;

CareerSource Suncoast (LWDB) will pay the tuition and fees for all eligible students in the eligible IET training programs and for eligible AE students transitioning to locally targeted occupations and programs on the eligible provider list.

e. and provide increased opportunities for transitions to college and career and attainment of postsecondary credentials.
NO PLANNED CHANGES

2. Workplace education is defined as *adult education and literacy activities offered by an eligible provider in collaboration with an employer or employee organization at a workplace or an off-site location designed to improve the productivity of the workforce.* Provide details about current or projected formal employer partnerships to provide workplace education class(es), if applicable. If there is more than one employer partnership, describe each. Include how the program activities offered are designed to improve the productivity of employees, and how the employer contributes to the success of the program.

Manatee's newest IET program, Advanced Manufacturing, offers Cooperative On-the-Job Training known as Industrial Cooperative Education, which allows students who complete 70% of the program to be placed with an employer for a portion of the remainder of the program. The instructor follows up with the student weekly, and the employer completes a weekly standardized assessment of the student's workplace skills. The employers currently working with Advanced Manufacturing are Barry Global, Flowers Bakery, Feld Entertainment, ROOTS Engineering, CAE Healthcare, Power Design, Hascall-Denke, Pierce Manufacturing, and Safran Electrical and Power.

3. Complete the **Partnership Chart** (Tab F) in the Consolidated Grant Workbook. This chart lists collaborative partners contributing to improved learner outcomes. Identify which partners are sub-recipients receiving funds to support the three-year grant cycle.

C. Alignment with One-Stop Partners and Coordination

1. Describe the following LWDB considerations to illustrate the partnership between the eligible provider/collective and the LWDB:

    a. How the program aligns its services with and contributes to the local One-Stop Center to meet the goals identified in the Local Workforce Area WIOA Plan(s).

    NO PLANNED CHANGES

    b. Any formal or informal agreements between the provider/collective and the LWDB that coordinate/align services benefiting adult learners in the WIOA, Title II (AEFLA) programs.
        - Submit a copy of the agency's **executed Memorandum of Understanding (MOU) agreement including the local One-Stop Infrastructure Cost Agreement**. Carefully review the Adult Education MOU Requirements to ensure the MOU complies with all federal requirements. If a MOU is not available at the time the application is submitted, an executed MOU must be submitted to FDOE prior to the issuance of the grant award notification.

    a. Any existing MOUs, MOAs, or contracts with other core providers of WIOA services Include organizations that provide resources for individuals with disabilities or barriers to employment.
    NO PLANNED CHANGES

    b. Coordination with other regional partners and the available education and training resources for the development of career pathways. Identify specific referral processes ensuring students successfully navigate between partners.

    NO PLANNED CHANGES

2. Complete and submit the **Alignment with LWDB Plan Executive Summary** (Appendix B).

    The LWDB will consider the written responses in the Executive Summary to determine the extent to which this application addresses the required considerations in 34 CFR §463.20 [34 CFR §463.21(c)]. In accordance with 34 CFR 463.21, FDOE will:

    - Provide for the submission of all applications for funds under AEFLA to the appropriate Local Boards to review for consistency with the local plan;
    - Provide an opportunity for the local board to make recommendations to the eligible agency or regional consortium to promote alignment with the local plan; and
    - Consider the results of the review by the Local Board in determining the extent to which the application addresses the required AEFLA 13 Considerations in §463.20.

    Note: The Executive Summary should only be **completed once (per eligible provider or collective)**, regardless of which AEFLA grant funds eligible providers are applying for and will serve as a connecting document between all three grant applications (Adult General Education, Corrections and IELCE). The Executive Summary must be submitted with each grant application, allowing the LWDB to review one comprehensive document summarizing the extent to which the eligible providers' grant application(s) are aligned with the LWDB under section 108 of WIOA. Eligible providers may be required to make modifications on sections of their grant application(s), depending on the comments and/or recommendations submitted by the LWDB.

Priority 2: Expand the state's talent pipeline through attainment of credentials of value and acquisition of postsecondary certifications, industry-recognized credentials, and degrees.

D. Integrated Education and Training Programs and Credentials of Value

1. Describe the three-year plan's efforts to recruit, screen and orient participants so they will be successful participating in the IET service approach.

   NO PLANNED CHANGES

2. Describe how the three-year plan is developing partnerships and implementing career pathway strategies, (which may include IET programs) aligned to the LWDB plan to expand access to employment, education and other services for individuals with barriers to employment.

   NO PLANNED CHANGES

3. Explain how credentials obtained through IET programs are in-demand by regional employers and lead to sustainable wages.

MSSC Certified Logistics Technician (CLT) and Certified SolidWorks Professional – Academic (CSWP-Academic) are both on the 2025-26 Master Credential List, as well as the 2024-25 CAPE Postsecondary Credential List. The IET programs offering them are tied to High-Skill, High-Wage occupations on the Regional Demand Occupations List. Global Logistics IET prepares students for Transportation, Storage, and Distribution Managers (SOC 11-3071), and Advanced Manufacturing IET prepares students for Mechanical Engineering Technologists and Technicians (SOC 17-3027). According to the Bureau of Labor Statistics, for the period 2024-2032, in the Suncoast Workforce Region, annual employment projections for Mechanical Engineering Technologists and Technicians are 27 with a 2023 median hourly wage of $31.74 and Transportation, Storage and Distribution Managers are 188 with a 2023 mean hourly wage of $41.96. According to the *AdvanceCTE Dashboard: Top Employer-Requested Credentials*, Commercial Driver License is on the list for employers across many industries in Florida. The Master Credential List shows occupational mean wages of $66,337 for Advanced Manufacturing, $76,013 for Global Logistics, and $54,357 for CDL.

4. Describe the relevant work-based learning opportunities available through the IET program and the process used to have employers validate workplace skills.

Global Logistics and Advanced Manufacturing offer Cooperative On-the-Job Training known as Industrial Cooperative Education, which allows students who complete 70% of the program to be placed with an employer for a portion of the remainder of the program. The

instructor follows up with the student weekly, and the employer completes a weekly standardized assessment of the student's workplace skills.

5. Complete the following:
    - **IET Offering Summary (Tab H)** in the Consolidated Grant Workbook.
    - IET Programs previously approved by FDOE must be listed in Tab H but an IET Program of Study is not required to be submitted with this grant application.

      Providers must offer a minimum of one IET program annually. If receiving multiple funding streams (AGE, Corrections, IELCE), a separate IET program of study for each funding stream is required. Students do not have to enroll in an IET program but must be provided the opportunity. In the case of collective applications, IET programs must be offered in every county served by AEFLA funds. (**State Requirement)**

      AEFLA funds can only be used to support IET programs **approved** by FDOE.

E. Data Driven Credentials of Value through IET

Local and regional labor market data must drive the design, development, and implementation of training programs with credentials of value.

1. Describe how labor market data will be used to drive the development and implementation of the IET service approach.

Manatee Adult Education reviews labor market demands as identified by the Targeted Occupations List of the FL Region 18 CareerSource to develop and implement IET programs to meet local need.

2. Describe how the IET service approach will be aligned to credentials of value such as industry certificates and certifications.

Advanced Manufacturing and Production Technology is the newest IET program to be added to Manatee's IET roster. It is aligned to credentials of value: Certified SolidWorks Associate-Academic (CSWA-Academic) and Certified SolidWorks Professional-Academic (CSWP-Academic), nationally recognized industry certifications, which are also recognized on Florida's Master Credentials List. The 25-26 Master Credentials List shows both certifications with an occupational mean wage of $62,658.

3. Identify the types of credentials available to students who participate in the IET service approach.

Global Logistics IET: MSSC Certified Logistics Technician (CLT); Advanced Manufacturing IET: Certified SolidWorks Associate-Academic (CSWA-Academic) and Certified SolidWorks Professional-Academic (CSWP-Academic); CDL IET: Class A Commercial Driver License (CDL). All four credentials are on the 2025-26 Master Credentials List.

Priority 3: Ensure all learners receive high quality instruction that prioritizes measurable labor market needs and outcomes while working to increase outcomes for all participants.

F. Quality Program Offerings

1. Describe the program enrollment system in place that ensures quality learning and outcomes including:
   a. managed enrollment, open-entry/open-exit enrollment. FDOE expects programs to offer managed enrollment at a majority of class sites.
      NO PLANNED CHANGES
   b. the course modality offered (online, blended learning, laboratory, traditional classroom setting).
      NO PLANNED CHANGES
   c. the expectations for students' participation and attendance (for example, number of hours, weeks) to demonstrate sufficient intensity and duration informed by rigorous research necessary for making learning gains.
      NO PLANNED CHANGES
   d. how system will offer a flexible schedule (day and evening classes year-round), local support services, and provide a quality learning system (such as childcare, transportation, mental health services and career planning) for all students, including those with special learning needs, low levels of literacy skills, members of the ALICE (Asset Limited, Income Constrained, Employed) population, learning disabilities and other special needs, to attend and complete program.
      NO PLANNED CHANGES

2. The state has set the expectation for each program to post-test 70% of enrolled participants using an NRS-approved standardized assessment after achieving sufficient hours of instruction. Describe what measures are in place to ensure that the program will meet or exceed that expectation.

   NO PLANNED CHANGES

3. Complete the **Program Offerings Summary Form (Tab G)** in the Consolidated Grant Workbook. This form will summarize all planned program offerings in the 2025-2026 program year and will be used to demonstrate the size and scope of the adult education instructional services that will be available during the three-year plan.

   SEE Program Offerings Summary Form (Tab G) in the Consolidated Grant Workbook.

4. Describe the policies in this three-year plan adopted by the eligible provider to accommodate students and staff with disabilities, including learning disabilities, as described in the American Disabilities Act of 1990 (42 U.S.C. 12102).
   NO PLANNED CHANGES

5. Describe how the eligible provider will use rigorous research and evidence-based instructional approaches for ABE and ELA (e.g., essential components of reading instruction, differentiated instruction, direct explicit instruction and use of formative assessment, use of standards-based instruction) to assist adult students with achieving substantial learning gains.
   NO PLANNED CHANGES

6. Describe the student support and transition services that support the three-year plan for quality instructional programming. The response must include the following:
   a. how the program assesses students' educational needs, support services and accommodations and how providers or partners are delivering those services; and

   NO PLANNED CHANGES
   b. how the program provides student advisement services to facilitate transition to postsecondary education/training and employment.

   NO PLANNED CHANGES

G. Technology and Online Learning

1. Describe how the program integrates the use of technology into class instruction including the following:

   a. how the instructor uses technology as a classroom tool;

   NO PLANNED CHANGES
   b. how students use technology, including those with low levels of literacy and learning disabilities, to develop digital literacy skills in the classroom or as an integral part of their own class work;

   NO PLANNED CHANGES
   c. how digital literacy skills are integrated into workforce preparation and IET programs;

   NO PLANNED CHANGES

2. Describe how distance education is made available for all students, particularly those with low levels of literacy and learning disabilities; include the following:

   a. The synchronous, asynchronous, and blended options offered. If you utilize additional software as supplemental instruction, describe the purpose and use of the software.

   NO PLANNED CHANGES
   b. How these options may lead to improved student performance.

   NO PLANNED CHANGES
   c. How post-testing procedures are adapted to ensure distance learners meet the state's expectation for each program to post-test 70% of enrolled participants.

   NO PLANNED CHANGES
   d. The kind of information and data being analyzed by programs to monitor student engagement/persistence enrolled in a distance learning program versus a traditional classroom-based enrollment.

   NO PLANNED CHANGES

H. Instructional Personnel and Professional Development

1. Describe the agency's plan for implementing continuous professional development to ensure staff are knowledgeable about adult education instruction, assessment, policies, procedures, career pathways strategies and other regional priorities.

   NO PLANNED CHANGES

2. Describe how the agency's professional development plan supports instructors in incorporating current research and evidence-based instructional strategies that lead to effective program outcomes.

   NO PLANNED CHANGES

3. Describe the agency's minimum qualifications for the instructors, counselors and administrators delivering the program activities during the three-year plan.
   NO PLANNED CHANGES
4. Complete the **Personnel Chart (Tab I)** in the Adult Education Excel grant application workbook excel workbook to document the instructional personnel available during the three-year plan.

   SEE Personnel Chart (Tab I) in the Consolidated Grant Workbook

Priority 4: Incent, Measure, and Support Enhanced Program Effectiveness

I. Performance Outcomes

1. Describe the applicant's capacity to manage a federal grant and any unique aspects of the program which would facilitate delivery of effective adult education and literacy services.
   NO PLANNED CHANGES

2. Describe how the three-year grant plan accounts for the evaluation and reporting of educational performance and student exit outcomes, including completing an educational gain and transitioning students into postsecondary education or training and the workforce.
   NO PLANNED CHANGES

3. Describe how the eligible provider will adequately provide services for students functioning at lower levels such as ABE levels 1, 2, and 3 and ESL levels 1, 2, and 3.
   NO PLANNED CHANGES

4. Complete the **Past Performance Table** in the Consolidated Grant Workbook (**Tab D**).
   SEE Past Performance Table (Tab D) in the Consolidated Grant Workbook

5. Describe the program's past effectiveness, supported by the data provided in the Past Performance table, in improving the literacy of eligible individuals to meet the state's estimated 2025-2026 performance levels, especially with respect to eligible individuals who have low levels of literacy.

2025-26 State Performance Targets Minimum Performance Levels for Florida Adult Education Programs	
Measurable Skill Gain (MSG)	
• Educational Functioning Level (EFL) completion measured on pre and post test	Overall 35.7% ABE 31.4% ESL 37.4%
• Enrollment in postsecondary education after program exit	
• Receipt of recognized secondary credential or its recognized equivalent	
• Progress toward milestones	
• Passing a technical/occupational knowledge-based exam	
Employment – 2nd Quarter After Exit	31%
Employment – 4th Quarter After Exit	28.2%
Median Earnings	$5,840
Credential Attainment	21.8%

Manatee Adult Ed achievement of measurable skill gain (MSG) was 46.5% overall, which exceeds the minimum performance levels for Florida Adult Education Programs. ESL achieved 51.9%, exceeding the state target. ABE was a bit anemic at 25.4%. The program management team put measures in place last year to bring up those numbers, such as counselors assigned specifically to the ABE/GED group and more in-person classes (the in-person classes have had higher levels of achievement than the online classes). In doing so, the MSG for ABE was improved by about 10 percentage points over last year. Employment 2nd Quarter after exit almost hits the state target at 30.6%. Employment 4th Quarter after exit slightly exceeds the state goal 31.2%. Median Earnings were $7,652, exceeding the state goal and an increase over last year. Credential Attainment is where Manatee Adult Ed needs to place particular emphasis with achievement of this goal at only 15.32%. A new IET program with a workplace education component is in place for 2025-26 with the hope of improving outcomes for this measure.

J. Comprehensive Performance Monitoring

1. Describe the agency's data management information system and practices for the following:

   a. Tracking student attendance records

NO PLANNED CHANGES

   b. Tracking student pre and post-tests

NO PLANNED CHANGES

   c. Tracking student outcomes

NO PLANNED CHANGES

   d. Providing frequent student and program data to teachers and staff to better target educational services and to ensure program effectiveness

NO PLANNED CHANGES

   e. Data collection, privacy, and quality

NO PLANNED CHANGES

   f. Using data for program and system improvements

NO PLANNED CHANGES

   g. Monitoring program performance

NO PLANNED CHANGES

   h. Sharing data with core partners for strategic improvements

NO PLANNED CHANGES

2. Describe how the agency's personnel will engage in the collection, entry, attestation, correction of errors and resolution of issues in the data management system. Explain any current limitations and how data will be used to:

   a. Measure participant outcomes
   NO PLANNED CHANGES

   b. Evaluate learning gains and student goal achievement
   NO PLANNED CHANGES

   c. Design IET programs and two-generation approaches
   NO PLANNED CHANGES

   d. Identify gaps and recruit partners to better support high-need priorities for use beyond NRS and compliance reporting

   NO PLANNED CHANGES

3. Describe how the project will comply with the reporting requirements of the National Reporting System (NRS) and WIOA Performance Measures (Section 116).

The Florida Department of Education annually produces data reporting handbooks identifying all reporting requirements and formats. **All grant recipients are expected to collect and report data according to the appropriate handbook. Agencies that fail to report data according to the reporting schedule in the appropriate handbook are out of compliance and may be placed into corrective action. The websites provide necessary contact and guidance information.**

- **School Districts required reporting:** Workforce Development Information System (WDIS), http://www.fldoe.org/accountability/data-sys/CCTCMIS/dcae-dis/database-handbooks.stml
- **Florida Colleges required reporting**: Community College System Data Dictionaries and Student Database, http://www.fldoe.org/accountability/data-sys/CCTCMIS/college-data-diction.stml
- **Non-LEA required reporting**: Non-LEA Data Dictionaries and Student Database are available by request.

NO PLANNED CHANGES

Required Budget Narrative

K. Budget Narrative

1. Describe how the funds requested will be spent to meet the objectives consistent with the requirements of WIOA, as outlined in the eligible providers' written narrative responses.

   NO PLANNED CHANGES

2. Describe how funds will be used to supplement (not supplant) adult education services.

   NO PLANNED CHANGES

3. Provide a detailed budget **(Budget Narrative, Form DOE 101S) for each funding stream AGE WIOA Section 231 (Tab L), Corrections Education WIOA Section 225 (Tab M), and/or IELCE WIOA Section 243 (Tab N).** The written narrative must clearly provide direct linkage to the adult education program.

   - In the Consolidated Grant Workbook – click on the appropriate DOE 101S Budget tab (AGE, Corrections, or IELCE), eligible provider **must complete all applicable budget sheets**.
   - When completing the Budget Narrative form, under Column (3), Account Title and Narrative, specify the budgetary expenditures (e.g., salaries, equipment, supplies) for each line item. Expenditures should focus on performance improvement, as noted in the application.

     SEE Budget Narrative, Form DOE 101S, in the Consolidated Grant Workbook for AGE WIOA Section 231 (Tab L) and IELCE WIOA Section 243 (Tab N).

Additional Required Narrative Responses

The following narrative responses (L and M) are required.

L. General Education Provisions Act (GEPA) – For Federal Programs

Questions in Part L are required for all federal grant programs. Eligible agencies must provide a concise description of the process to ensure participation of students, teachers and other program beneficiaries with disabilities. For details, refer to General Education Provisions Act (GEPA) section 427 (PDF).

In accordance with the requirements of Section 427 of the GEPA Public Law 103-382, here set forth is Manatee School District's GEPA Plan to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs.

No employee, student, applicant for admission or applicant for employment, volunteer, vendor, or member of the public, shall, on the basis of race, color, national origin, gender, disability, marital status, age, genetic information or any other basis prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination or harassment under any educational programs, activities, services, or in any employment conditions, policies or practices conducted by the Manatee County Public School System. The District shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Florida Statutes: Title VII, Title IX, the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973, ADEA, Section 1000.05 Florida Statutes (2005).

Accommodations and modifications for students with disabilities: Adult students with disabilities must self-identify and request such services. Students with disabilities are provided accommodations as needed in such areas as instructional methods and materials, assignments, assessments, time demands, schedules, learning environment, assistive technology, and special communication systems. Other support services include personnel, such as interpreters, readers, and tutors. Schools are handicapped accessible.

Support for Strategic Imperatives

1. Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K-20 Strategic Plan.

The Manatee Adult Education program incorporates the Strategic Goals included in Florida's PreK-20 Education Strategic Plan. The strategy to achieve **Goal** 1, highest student achievement, is to increase college readiness and success by utilizing assessments (CASAS, TABE and industry certification exams) to direct learning and outcomes and expanding opportunities for postsecondary enrollment. Those who participate in the IET program or co-enroll in post-secondary education at MTC have the opportunity to earn an industry certification or state or national license. The strategy to achieve **Goal 2,** seamless articulation / maximum access, is incorporated through Career Pathways implementation, instructor professional development, providing concurrent enrollment opportunities in postsecondary education and training, and touring college campuses. The strategy to achieve **Goal 3,** skilled workforce/economic development, is to prepare students for careers through workplace contextualized and integrated curricula, local employers serving on program advisory committees, and offering students opportunities to attend career fairs and meet with intake specialists from CareerSource Suncoast. **Goal 4:** The District supports these goals through efforts to achieve quality efficient services.

Optional: Family Literacy and Two Generation Approaches
Not Required

The state will consider *activities that are of sufficient intensity and quality, to make sustainable improvements in the economic prospects for a family and that better enable parents or family members to support their children's learning needs, and that integrate all of the following activities:*

A. Parent or family adult education and literacy activities that lead to readiness for postsecondary education or training, career advancement, and economic self-sufficiency.
B. Interactive literacy activities between parents or family members and their children.
C. Training for parent or family members regarding how to be the primary teacher for their children and full partners in the education of their children.
D. An age-appropriate education to prepare children for success in school and life experiences.

AEFLA Section 203(9) (A-D)

M. Family Literacy and Two Generation Approaches

1. Discuss the progress and evolution of two-generation approaches as outlined in year one of the three-year plan. Provide an update on the identification of suitable provider partners and the collaborative development of two-generation models. Offer insights into the partners' capacity to deliver comprehensive two-generation services. Additionally, include details on:
    a. Curriculum/material intended to be used to provide instruction to this population;
    b. Types of activities that will be implemented in the program; and
    c. Partnerships, support services and accommodations.

NO PLANNED CHANGES

ONLY COMPLETE THIS SECTION IF APPLYING FOR IELCE FUNDS

Integrated English Literacy and Civics Education (IELCE) - Section 243

WIOA Title II [§203(12)] authorizes funding of programs providing adult education and literacy activities to English language learners, including professionals with degrees and credentials from their native countries, that enables such adults to achieve competency in the English language and acquire both basic and advanced skills necessary to function effectively as parents, workers and citizens of the United States. These services include:

- academic instruction in literacy and English language acquisition
- instruction on the rights and responsibilities of U.S. citizenship and civic participation
- workforce training.

Required components of an IELCE program include:

- English Language Acquisition (speaking and comprehension); and
- Literacy (reading and writing); and
- Civics education (the rights and responsibilities of citizenship and civic participation);
- Integrated Education and Training (IET).

Important reminders:

- All questions in the Narrative section also apply to the IELCE program and should be noted in the applicant's responses. There are additional specific narrative questions in this section.
- Since IELCE WIOA Section 243 funds are provided under a separate federal grant to FDOE, funds provided for IELCE must only be used to support activities related to a provider's IELCE program.

Narrative Questions

1. Describe strategies to identify and recruit English language learners for participation in the proposed IELCE program(s), including those learners with advanced degrees from other countries.

   NO PLANNED CHANGES

2. Describe how English language learners participating in IELCE can engage in the three required components: a) instruction in English language acquisition and civics education; b) workforce preparation activities; and c) workforce training. Describe how these components occur simultaneously (rather than sequentially) and are based on a single set of learning objectives.

   NO PLANNED CHANGES

3. Describe how the IELCE program(s) will prepare participants to transition into unsubsidized employment in occupations leading to family-sustaining careers.

   NO PLANNED CHANGES

4. Describe how braided funding and/or cost sharing agreements with partners will support the workforce training component of the proposed IELCE program(s).

   NO PLANNED CHANGES

5. In the Budget Narrative Section each eligible provider will be required to submit a separate DOE101S **Budget Narrative Form** (Tab N) to outline IELCE proposed allowable cost and activities. If approved for IELCE funding, FDOE will create separate project numbers for each funding stream. Providers will be required to maintain separate fiscal records.

Application Checklist

All Eligible Providers **must** download the Grant Application RFA "Word" file and Consolidated Grant Workbook. Submit all documents electronically through the Office of Grants Management ShareFile system, no later than the close of business 11:59 pm (EST) on the **due date of 05/30/2025.**

Grant Application package must be submitted as follows:

File # and Type	Item	Provide page #s for items listed
File One: submit combined PDF File	DOE 100A, Project Application — with original signature or electronic signature	
	Narrative Section	**Page Number(s)**
File One: submit combined PDF	Priority 1: Part A – Part C	1-4
	Priority 2: Part D – Part E	4-6
	Priority 3: Part F – Part H	7-9
	Priority 4: Part I – Part J	9-11
	Budget Narrative: Part K	12
	General Education Provision Act (GEPA) (Federal Requirement): Part L	13
	Support for Strategic Plan (FDOE Requirement): Part L	14
	Family Literacy Two Generation Approaches: Part M	15
	Corrections Education Narrative, *if applicable*	NA
	IELCE Narrative, *if applicable*	16-17
	Application Checklist – must be last page of the Word Document File	18-19

	Attachments	
File One: submit combined PDF	Local Workforce Board (LWDB) Plan Executive Summary	x
	Memorandum of Understanding (MOU) with LWDB, with Local One-Stop Infrastructure Cost Agreement and all other Contractual Service Agreements	x
	Adult Education Program Income Letter, *if applicable*	x

	Consolidated Grant Workbook		
File Three: submit EXCEL file	**Tab A**	Title	x
	Tab B	General Information	x
	Tab C	Demonstrated Effectiveness – Not applicable in continuation year.	
	Tab D	Past Performance	x
	Tab E	Enrollment Targets	x
	Tab F	Partnerships	x
	Tab G	Program Offering Summary	x
	Tab H	IET Offering Summary	x
	Tab I	Personnel Chart	x
	Tab J	DOE 101S, Budget Narrative Form - Instructions	-
	Tab K	Example DOE 101S Form	-
	Tab L	DOE 101S, Budget Narrative Form – AGE, *if applicable*	x
	Tab M	DOE 101S, Budget Narrative Form – Corrections, *if applicable*	-
	Tab N	DOE 101S, Budget Narrative Form – IELCE, *if applicable*	x
	Tab O	Project Equipment Form – AGE, i*f applicable*	-
	Tab P	Project Equipment Form – Corrections Education, *if applicable*	-
	Tab Q	Project Equipment Form – IELCE, *if applicable*	-

Attachments:

Alignment with LWDB Plan Executive Summary

Workforce Innovation and Opportunity Act (WIOA) includes the following considerations for eligible providers:

Workforce Innovation and Opportunity Act (WIOA) includes the following considerations for eligible providers: **The state will consider:**

The degree to which the eligible provider would be responsive to— (A) Regional needs as identified in the local workforce development plan; and (B) Serving individuals in the community who were identified in such plan as most in need of adult education and literacy activities, including individuals— (i) who have low levels of literacy skills; or (ii) who are English language learners;

WIOA Section 231(e)(1)

The extent to which the eligible provider demonstrates alignment between proposed activities and services and the strategy and goals of the local plan under section 108, as well as the activities and services of the one-stop partners;

WIOA Section 231(e)(4)

Coordination of the alignment process must include –

(a) An eligible agency must establish, within its grant competition, a process that provides for the submission of all applications for funds under AEFLA to the appropriate Local Boards.

(b) The process must include -

(1) Submission of the applications to the appropriate Local Board for its review for consistency with the local plan within the appropriate timeframe; and

(2) An opportunity for the local board to make recommendations to the eligible agency to promote alignment with the local plan.

(c) The eligible agency must consider the results of the review by the Local Board in determining the extent to which the application addresses the required considerations in §463.20.

34 CFR § 463.21(c)

Instructions: The form below will serve as a connecting document between all applications for funds under AEFLA (Adult General Education, Integrated English Literacy and Civics Education and Corrections Education) submitted by your agency during the 2023-2024 Adult Education competitive cycle. This form will reflect the eligible provider's written narrative to promote alignment with the LWDB plan.

The eligible provider will need to complete this form only once, regardless of which AEFLA funds are being applied for, and serves as an executive summary for review by the LWDB of your agency's adult education program offerings.

Note: The LWDB will consider the eligible provider's written responses on the next page and make comments and/or recommendations to promote alignment with the local plan.

Florida Department of Education must consider the results of the review by the LWDB to determine the extent to which the application(s) addresses the required considerations in 34 CFR § 463.20 and 34 CFR § 463.21(c).

DOE 900D February 2025

Alignment with LWDB Plan Executive Summary

Complete the following information:

Eligible Provider Name: School District of Manatee County

County(ies) Served: Manatee County

Contact Name: Doug Wagner

AEFLA fund type your agency will be applying for during the 2025-2026 Adult Education competitive cycle - check all appropriate boxes:

X Adult General Education (AEFLA, Section 231)
X English Literacy and Civics Education (AEFLA, Section 243)
□ Corrections (AEFLA, Section 225)

Name of each LWDB served through this Grant Application	LWDB Number
1. CareerSource Suncoast	18
2.	
3.	
4.	

Narrative Questions

1. Describe the procedures that are in place to promote alignment among adult education service providers in the local area. **NO PLANNED CHANGES**
2. Describe how the adult education program will address the regional needs as identified in the LWDB plan by serving individuals in the community who were identified as most in need of adult education and literacy activities, including individuals who have low levels of literacy skills or who are English language learners. **NO PLANNED CHANGES**
3. Describe how the eligible provider will provide adult education activities and services in alignment with the strategy and goals of the LWDB plan, including how the agency will promote co-enrollment in programs and activities provided by WIOA, Title I core programs (Adult Program, Dislocated Worker Program, Youth Program, Adult Education and Family Literacy Act, Wagner-Peyser Act, Vocational Rehabilitation Program, including Blind Services Program). **NO PLANNED CHANGES**
4. Provide specific details about shared-cost activities and the resources utilized to support those costs (Example: AEFLA funds cover the cost of the full-time adult education teacher and the local board covers the cost of the classroom facility). **NO PLANNED CHANGES**
5. Provide a copy of the Memorandum of Understanding (MOU) agreement and Local One-stop Infrastructure Cost agreement with the LWDB. (If a MOU is not available at the time the application is submitted, an executed MOU must be submitted to FLDOE prior to the issuance of the grant award notification.) **ATTACHED MOU for period 7/1/ 2023 through June 30, 2026.**

CareerSource Suncoast
One-Stop Career Center
Memorandum of Understanding

I. Purpose

It is the purpose of this Memorandum of Understanding (MOU) to state the conditions under which the Career Center Partner, **School District of Manatee County**, hereinafter referred to as School District of Manatee County or Partner, whose address is 215 Manatee Ave. West. Bradenton, Fl. 34205, will implement and provide services, as shall be described herein, in partnership with the **Suncoast Workforce Board, Inc. dba CareerSource Suncoast (CSS),** whose address is 3660 N. Washington Blvd., Sarasota Fl. 34234, to eligible clients Local Workforce Development Board 18 as required under the Workforce Innovation and Opportunity Act (WIOA, [2014]). The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act. The attached Infrastructure Funding Agreement (IFA) is a mandatory component of the MOU and contains an infrastructure costs budget, and important part of the overall operating budget which included applicable career services and shared operating costs and services among partners.

Activities within this MOU include the cooperative workforce training, employment and economic development efforts of CSS and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements. This agreement is intended workforce services in Manatee and Sarasota Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current Career Center service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities and significant barriers to employment within Manatee and Sarasota Counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

II. Services Provided

The Manatee Board of County Commissioners and Sarasota Board of County Commissioners have designated career Source Suncoast to act as the administrative entity, grant recipient and fiscal agent for this local workforce development area.

CareerSource will perform the following functions:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the way the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

2. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to appropriate technology and materials that are available through the One-stop Career Center System.

3. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida. See Section V – Infrastructure Cost.

4. Maintain the statewide "CareerSource" branding of each center.

5. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:30 am until 5:00 pm, Monday through Friday (excluding recognized holidays, staff development days and emergency situations.)

6. Model CareerSource core values and maintain a professional working environment and abide by all its policies, rules, and procedures and applicable Florida statutes and rules.

7. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

The Partner agrees to perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource for the funding of any required infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. See Section V – Infrastructure Cost.

4. Provide CareerSource Suncoast management feedback regarding the performance of the partnership, including its effectiveness and success.

5. Participate in periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

III. Methods of Internal Referral

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop Career Center system. These procedures include active use of the Crosswalk agency-to-agency online referral system and access to the reports generated by this system as agreed upon with CSS staff.

CareerSource Suncoast
One-Stop Career Center
Memorandum of Understanding

IV. Confidentiality of Records

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

V. Infrastructure Costs and Insurance

Costs of the infrastructure of the one-stop centers are in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. Infrastructure Funding Agreements (IFAs) are renewed annually with funding budget and operational cost updates and will effectively become an addendum to this MOU upon signatures of all parties of this MOU.

For Partners co-located physically in the career center, the Partner agrees to provide CSS a current Certificate of Insurance for General Liability, listing CSS as additional insured, on an annual basis. Additionally, Partner shall carry Contents Insurance for all property located in the CSS Career Center, if applicable. CSS is not responsible for lost or damaged contents.

VII. Term

This MOU is effective July 01, 2023 through June 30, 2026, or the date last executed by both parties, whichever is later. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VIII. Merger

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

IX. Third Party Beneficiary

This MOU is for the benefit of CareerSource, the Partner, and the Manatee Board of County Commissioners and the Sarasota Board of County Commissioners and no third party is an intended beneficiary.

X. Governance

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Suncoast, the Manatee Board of County Commissioners, and the Sarasota Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

CareerSource Suncoast
One-Stop Career Center
Memorandum of Understanding

VIII. Notifications/Agency Contacts

All notifications and correspondence regarding this MOU shall be directed to the designated agency contacts outlined below.

Partner Agency

Contact Name:	**Doug Wagner**
Phone:	**941-708-8770 x41217**
E-mail:	**wagnerd@manateeschools.net**

CareerSource Suncoast:

Contact Name:	**Christina Witt**
Phone:	**941-315-9020**
E-mail:	**cwitt@careersourcesc.com**

IX. Signatures

IN WITNESS WHEREOF, Partner and CSS have caused this Memorandum of Understanding to be duly executed as of the date set forth below.

LWDB: CareerSource Suncoast

Name: Joshua Matlock

Title: President/CEO

Signature: Joshua Matlock
Joshua Matlock (Jun 8, 2023 10:59 EDT)

Date: 06/08/2023

Partner Agency: School District of Manatee County

Name: DOUG WAGNER

Title: Deputy Superintendent Operations

Signature: Doug Wagner

Date: 6/7/2023

Chief Local Elected Officials

Manatee Board of County Commissioners

Name: George Kruse

Title: Manatee County Commissioner

Signature: George W Kruse (Jun 8, 2023 15:49 EDT)

Date: 06/08/2023

Sarasota Board of County Commissioners

Name: Joe Neunder

Title: Sarasota County Commissioner

Signature: Joe Neunder
Joe Neunder (Jun 13, 2023 08:54 EDT)

Date: 06/13/2023

SCHOOL DISTRICT OF MANATEE COUNTY
Kevin Chapman
Interim Superintendent

P. O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue W.
Bradenton, FL 34205
941.708.8770
www.manateeschools.net

June 3, 2025

Janice Brown, Assistant Deputy Commissioner
Finance & Operations
Florida Department of Education
344 Turlington Building
325 West Gaines Street
Tallahassee, FL 32399-0400

Dear Ms. Brown:

RE: Program Income Reporting Method

The School District of Manatee County requests the Addition Method for the following Adult Education and Family Literacy Act (AEFLA) federal grant project:

Integrated English Literacy and Civics Education (IELCE) (AEFLA Section 243).

For more information or questions, please contact Director of Finance, Catherine Miley Hayden, at mileyc@manateeschools.net or 941.708.8770.

Sincerely,

Kevin Chapman
Interim Superintendent

Chad Choate III, Chair | Cindy Spray, Vice Chair | Heather Felton | Charlie Kennedy | Richard Tatem
School Board of Manatee County

FLORIDA DEPARTMENT OF EDUCATION

fldoe.org

Consolidated Adult Education Grant Application Workbook 2025-2026

Governor Ron DeSantis

Commissioner Manny Diaz, Jr.

Division of Career and Adult Education

Request for Application (Discretionary Non-Competitive)

Adult General Education (AGE) (AEFLA Section 231) and

Corrections Education and the Education of Other Institutionalized Individuals (AEFLA Section 225) and

Integrated English Literacy and Civics Education (IELCE) (AEFLA Section 243)

General Information

Applicant Information

Provider Name	Manatee County School District	
Provider Contact Name	Doug Wagner	
Provider Contact Email Address	wagnerd@manateeschools.net	
Individual or Collective Application	Individual	*use dropdown*
County(ies) Served	Manatee	*use dropdown*
		use dropdown (if applicable)
		use dropdown (if applicable)
		use dropdown (if applicable)
		use dropdown (if applicable)
		use dropdown (if applicable)
		use dropdown (if applicable)
Fund Source(s) Included in Application	AGE & IELCE only	*use dropdown*
Type of Applicant	a. Local Education Agency	*use dropdown*
If applying as a collective, identify the lead fiscal agent and all member agencies.	**NA**	

If necessary, provide additional information below to clarify your selection(s):

Adult Education Past Performance Table

*Eligible Individuals refers to individuals who are 16 years of age or older, not enrolled or required to be enrolled in secondary school under Florida Statute, AND are basic skills deficient, or do not have a secondary diploma, or are English language learners (see Definitions in the RFP)

PERFORMANCE OUTCOME 1

Measurable Skills Gain (MSG) Data Found in NRS Table 4: MSG by Entry Level		2022-2023	2022-2023		2023-2024	2023-2024	
		Number of students enrolled with 12 or more hours of instruction [A]	Number of students who achieved at least one MSG [B]	Percentage of students who achieved at least one MSG [C]	Number of students enrolled with 12 or more hours of instruction [D]	Number of students who achieved at least one MSG [E]	Percentage of students who achieved at least one MSG [F]
Beginning Literacy (0-1)	ABE Level 1	3	1	33.3%	6	1	16.7%
Beginning Basic Ed (2-3)	ABE Level 2	10	1	10.0%	65	22	33.8%
Intermediate Low (4-5)	ABE Level 3	42	18	42.9%	71	21	29.6%
Intermediate High (6-8)	ABE Level 4	85	19	22.4%	36	6	16.7%
ASE Low (9-10)	ABE Level 5	7	1	14.3%	0	0	n/a
ASE High (11-12)	ABE Level 6	69	13	18.8%	0	0	n/a
Alternative ABE Placemet	Alternative ABE				58	10	17.2%
	TOTAL ABE	**216**	**53**	**24.5%**	**236**	**60**	**25.4%**
Beginning Literacy (0-1)	ESL Level 1	60	26	43.3%	61	37	60.7%
Beginning Low (2)	ESL Level 2	101	49	48.5%	143	76	53.1%
Beginning High (3)	ESL Level 3	211	89	42.2%	299	155	51.8%
Intermediate Low (4)	ESL Level 4	132	46	34.8%	200	103	51.5%
Intermediate High (5)	ESL Level 5	128	57	44.5%	129	56	43.4%
Advanced (6-8)	ESL Level 6	59	16	27.1%	79	46	58.2%
	TOTAL ESL	**691**	**283**	**41.0%**	**911**	**473**	**51.9%**
	OVERALL TOTAL	**907**	**336**	**37.0%**	**1147**	**533**	**46.5%**

Adult Education Past Performance Table

*Eligible Individuals refers to individuals who are 16 years of age or older, not enrolled or required to be enrolled in secondary school under Florida Statute, AND are basic skills deficient, or do not have a secondary diploma, or are English language learners (see Definitions in the RFP)

PEFORMANCE OUTCOME 2

Employment After Exit	2022-2023	2022-2023		2023-2024	2023-2024	
	Number of students enrolled with 12 or more hours of who exited [A]	Number of exited students who achieved an outcome [B]	Percentage of exited students who achieved an outcome [C]	Number of students enrolled with 12 or more hours of who exited [A]	Number of exited students who achieved an outcome [B]	Percentage of exited students who achieved an outcome [C]
Employment Second Quarter after exit	743	227	30.6%	904	277	30.6%
Employment Fourth Quarter after exit	616	207	33.6%	817	255	31.2%

PEFORMANCE OUTCOME 3

	2022-2023	2023-2024

Adult Education Past Performance Table

*Eligible Individuals refers to individuals who are 16 years of age or older, not enrolled or required to be enrolled in secondary school under Florida Statute, AND are basic skills deficient, or do not have a secondary diploma, or are English language learners (see Definitions in the RFP)

Earnings	Number of students with 12 or more hours who exited [A]	Median Earnings of students with 12 or more hours who exited [B]	Number of students with 12 or more hours who exited [A]	Median Earnings of students with 12 or more hours who exited [B]
Median Earnings Second Quarter after exit	227	$ 6,717	277	$ 7,652

PEFORMANCE OUTCOME 4

Completion and Placement Data found in NRS Table 5: Primary Indicators of Performance	2022-2023	2022-2023		2023-2024	2023-2024	
	Number of students with 12 or more hours who exited [A]	Number of exited students who achieved an outcome [B]	Percentage of exited students who achieved an outcome [C]	Number of students enrolled with 12 or more hours of who exited [A]	Number of exited students who achieved an outcome [B]	Percentage of exited students who achieved an outcome [C]
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	115	6	5.2%			
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	115	19	16.5%			
Attained a Secondary School Diploma and Employed or Enrolled in Postsecondary Education or Training within one year of exit				120	8	6.7%

Adult Education Past Performance Table

*Eligible Individuals refers to individuals who are 16 years of age or older, not enrolled or required to be enrolled in secondary school under Florida Statute, AND are basic skills deficient, or do not have a secondary diploma, or are English language learners (see Definitions in the RFP)

Attained a Postsecondary Credential while enrolled or within one year of exit	2	0	0.0%	4	3	75.0%

Adult Education Enrollment Targets

Note: Provide enrollment as served by the provider. If applying as a collective, combine enrollment data and include combined projections.

PROVIDER INFORMATION

Name	Manatee County School District
County(ies) Served	Manatee

Measurable Skills Gains (MSG) Target (25-26)	
ABE	31%
ESL	37%

			[A]	[B]	[C]	[D]	[E]	[F]	[G]
			ACTUAL ENROLLMENT			3- Year Avg (auto-populated)	PROJECTED ENROLLMENT		PROJECTED MINIMUM (auto-populated)
		Educational Functioning Level (EFL)	2021-22	2022-23	2023-24		2025-26 Enrollment Target	2026-27 Enrollment Target	2025-26 MSG Min. Target
1	Beginning Literacy (0-1)	ABE Level 1	2	3	6	4	8	10	3
2	Beginning Basic Ed (2-3)	ABE Level 2	30	10	65	35	40	46	13
3	Intermediate Low (4-5)	ABE Level 3	70	42	71	61	72	80	23
4	Intermediate High (6-8)	ABE Level 4	66	85	36	63	66	72	21
5	ASE Low (9-10)	ABE Level 5	18	7	0	9	0	0	0
6	ASE High (11-12)	ABE Level 6	45	69	0	38	0	0	0
7	Alternative ABE Placement	Alternative ABE			58	58	60	66	19
8		**ABE Enrollment Total**	**231**	**216**	**236**	**268**	**246**	**274**	**79**
9	Beginning Literacy (0-1)	ESL Level 1	42	60	61	55	60	66	23
10	Beginning Low (2)	ESL Level 2	73	101	143	106	144	146	54
11	Beginning High (3)	ESL Level 3	146	211	299	219	298	304	111
12	Intermediate Low (4)	ESL Level 4	100	132	200	144	200	202	74
13	Intermediate High (5)	ESL Level 5	92	128	129	117	130	132	49
14	Advanced (6-8)	ESL Level 6	59	59	79	66	80	82	30
15		**ESL Enrollment Total**	**512**	**691**	**911**	**707**	**912**	**932**	**341**
16		**OVERALL TOTAL**	**743**	**907**	**1147**	**975**	**1158**	**1206**	**420**

Partnerships Chart

Include all formal partnerships with financial and non-financial agreements including Local Workforce Board agreements.

Partner Name, Contact, and Type			Partnership Benefits
Name	CareerSource Suncoast		**Benefits to AEFLA Program (list services provided)** :
Website	https://careersourcesuncoast.com		Assisting students with barriers, job placement, employability skills, onestop
Type	State/Local Institution	*Use dropdown menu*	**Benefits to Partner:** office space/equipment/utilities, clients
Subrecipient (Y/N)		**NO**	**If yes, proposed AEFLA funds budgeted** $0

Partner Name, Contact, and Type			Partnership Benefits
Name	Goodwill Manasota		**Benefits to AEFLA Program (list services provided)** :
Website	https://www.experiencegoodwill.org		career planning and employment of students, classroom space
Type	Employer	*Use dropdown menu*	**Benefits to Partner:** education for employees and clients
Subrecipient (Y/N)		**NO**	**If yes, proposed AEFLA funds budgeted** $0

Partner Name, Contact, and Type			Partnership Benefits
Name			**Benefits to AEFLA Program (list services provided)** :
Website			
Type		*Use dropdown menu*	**Benefits to Partner:**
Subrecipient (Y/N)			**If yes, proposed AEFLA funds budgeted** $

Partner Name, Contact, and Type			Partnership Benefits
Name			**Benefits to AEFLA Program (list services provided)** :
Website			
Type		*Use dropdown menu*	**Benefits to Partner:**
Subrecipient (Y/N)			**If yes, proposed AEFLA funds budgeted** $

Partner Name, Contact, and Type			Partnership Benefits
Name			**Benefits to AEFLA Program (list services provided)** :
Website			
Type		*Use dropdown menu*	**Benefits to Partner:**
Subrecipient (Y/N)			**If yes, proposed AEFLA funds budgeted** $

Adult Education Program Offerings Summary

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	[L]
Program Type	County	Instructional Site Name	City of Instruction	Enrollment Structure	Type of Instruction	Days per Week	Hours per Week	No. of Weeks with instruction	Planned Hours from July 1 to June 30	Projected Enrollment	Site Address
ESOL	Manatee	Main day - Cohort 1	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 2	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 3	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 4	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 5	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 6	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 7	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 8	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 9	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 10	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 11	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 11	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 12	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 13	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 14	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 15	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 16	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 17	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 18	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 19	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft- Cohort 20	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 21	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 22	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 23	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 24	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 25	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 26	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 27	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 28	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 29	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 30	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 31	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 32	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Hybrid eve- Cohort 33 Cortez	Bradenton	managed enrollment	Hybrid	2	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Hybrid eve- Cohort 34 Cortez	Bradenton	managed enrollment	Hybrid	2	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	N/A - Cohort 35	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online

INSTRUCTIONS

[A] Select the type of instructional program

[B] Select the county where instruction will occur

[C] Provide the site where instruction will occur; if instruction is online only, indicate N/A

[D] Provide the city of instruction; if instruction is online only , indicate N/A

[E] Select the enrollment structure (open or managed enrollment)

[F] Select the type of instruction (in-person, online asynchronous, online synchronous, hybrid)

[G] Indicate the number of days per week instruction is provided

[H] Indicate the number of hours per week instruction is provided

[I] Indicate the number of weeks of instruction

[J] This is a calculated field. Do not overwrite the formula

[K] Indicate the projected enrollment

[L] Indicate the site address where the instructional program will occur

Adult Education Program Offerings Summary

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	[L]
Program Type	County	Instructional Site Name	City of Instruction	Enrollment Structure	Type of Instruction	Days per Week	Hours per Week	No. of Weeks with instruction	Planned Hours from July 1 to June 30	Projected Enrollment	Site Address
ESOL	Manatee	N/A - Cohort 36	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ESOL	Manatee	N/A - Cohort 37	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ESOL	Manatee	N/A - Cohort 38	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ESOL	Manatee	N/A - Cohort 39	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ESOL	Manatee	N/A - Cohort 40	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ABE	Manatee	Main day - Cohort 41	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main day - Cohort 42	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main day - Cohort 43	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main day - Cohort 44	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main aft - Cohort 45	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main aft - Cohort 46	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main aft - Cohort 47	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main aft - Cohort 48	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main eve - Cohort 49	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main eve - Cohort 50	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main eve - Cohort 51	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main eve - Cohort 52	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	N/A - Cohort 53	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	20	online
High School Equivalency (GED)	Manatee	N/A - Cohort 54	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	10	online
ABE	Manatee	N/A- Cohort 55	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	20	online
High School Equivalency (GED)	Manatee	N/A - Cohort 56	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	10	online
ABE	Manatee	N/A - Cohort 57	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	20	online
High School Equivalency (GED)	Manatee	N/A - Cohort 58	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	10	online
ABE	Manatee	N/A - Cohort 59	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	20	online
High School Equivalency (GED)	Manatee	N/A - Cohort 60	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	10	online

Integrated Education and Training (IET) Offering Summary

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
IET Program Title	Program Number	Status of IET Program for the 2025-26 Year (Active/Inactive)	County	Instructional Site Name	Occupational/Cluster Focus	Educational Functioning Levels to be Served	IET is affiliated with the AGE program (section 231) or Corrections Education (section 225) programs (Yes/No)	Projected # of AGE students to participate in the IET	IET is affiliated with IELCE program (section 243) (Yes/No)	Projected # of IELCE students to participate in the IET
Advanced Manufacturing	2412151	Active	Manatee	Manatee Technical Colllege	Manufacturing Home	5, 6	NO	0	YES	10
Global Logistics	2412171	Active	Manatee	Manatee Technical Colllege	Transportation, Distribution, & Logistics Home	5, 6	NO	0	YES	5
Paraprofessional	2412051	Active	Manatee	Manatee District Schools	Education & Training Home	5, 6	YES	0	YES	2
CDL License	2411171	Active	Manatee	Fleet Force Truck Driving School	Transportation, Distribution, & Logistics Home	5, 6	YES	0	NO	3
Phlebotomy	2412101	Active	Manatee	Manatee Technical Colllege	Health Science Home	5, 6	NO	0	YES	0

Adult Education Personnel Chart

	Part-Time (Less than 30 hrs. per week)	Full Time (30 hrs. or more per week)	Total
Type of Personnel	**# of Personnel**	**# of Personnel**	
Administrators	0	2	2
Counselors	0	4	4
Instructors	40	0	40
Paraprofessionals	0	0	0
Volunteers	0	0	0
Total Personnel	**40**	**6**	**46**
Experience of Personnel			
Less than 1 Year Experience	6	2	8
1-3 Years of Experience	9	0	9
More than 3 Years of Experience	25	4	29
Total Counts	**40**	**6**	**46**
Certification of Personnel			
No Certification	8	2	10
Adult Education Certification	0	0	0
K-12 Certification	24	4	28
Special Education Certification	7	2	9
TESOL Certification	15	3	18
Total Counts	**54**	**11**	**65**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	Manatee County School District
B) DOE Assigned Project Number:	
C) TAPS Number:	26B023 - IELCE

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
5400	120	**Salary: Classroom Teacher:** teachers providing instruction in IELCE and IET	1.9	$ 85,164	100%
5400	210	**Benefits: Retirement**		$ 11,949	100%
5400	220	**Benefits: FICA**		$ 6,515	100%
5400	240	**Benefits: Workers Compensation**		$ 852	100%
6100	130	**Salary: Other Certified**: Full-time counselor to enroll, place, and set career goals with IELCE students	0.1	$ 4,734	100%
6100	210	**Benefits: Retirement**		$ 664	100%
6100	220	**Benefits: FICA**		$ 362	100%
6100	230	**Benefits: Group Insurance - Health**		$ 797	100%
6100	230	**Benefits: Group Insurance - Life**		$ 11	100%
6100	240	**Benefits: Workers Compensation**		$ 47	100%
7200	792	**Indirect Cost** at district approved rate of 5.57%		$ 6,188	100%
			D) TOTAL	$ 117,283	

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. 9.3

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the 2025-2026 Adult Education Grant Application for Adult General Education in the Amount of $742,252.00 (Incoming Federal Grant Funds)

Executive Summary
The Florida Department of Education (FDOE), Division of Career and Adult Education, awarded multi-year grants on a competitive basis to develop, implement and improve adult education and literacy in Florida for a three-year grant cycle, for which 2025-2026 is the third year. As an application must be submitted each year, the School Board is submitting a consolidated application for both grants:

- Adult General Education (AGE) Adult Education and Family Literacy Act (AEFLA Section 231) and
- Integrated English Literacy and Civics Education (IELCE) (AEFLA Section 243)

Funding for these discretionary grant dollars is authorized by the Adult Education and Family Literacy Act (AEFLA); Federal Grant Programs Title II, Workforce Innovation and Opportunity Act (WIOA).

If the School Board of Manatee County is awarded the full allocations for Manatee County, it will provide Manatee Adult Education $742,252.00 for AGE.

A copy of the 2025-2026 Adult General Education (AGE) Grant Application is attached for review.

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

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

Recommendation
The Superintendent recommends approval to apply, accept and expend the 2025-2026 Adult Education Grant application for Adult General Education in the amount of $742,252.00 (Incoming Federal Grant Funds).

Financial Impact
There will be no cost to the General Fund. All activities under this grant are funded by federal AEFLA dollars at no material expense to the District. This grant will bring the district up to $742,252.00 for AGE grant projects for the period July 1, 2025 to June 30, 2026. There is no significant difference in this grant budget from last year; it includes salary and benefits for part-time teachers, partial salary and benefits for career counselors, instructional software, textbooks, and indirect costs to cover District-level grants accounting and finance related to this project.

Note: Funding is contingent upon the availability of funds from the United States Department of Education (USDOE).

- Allocations are subject to change, based on Florida's federal award notification or any adjustments made to the allocation by USDOE.
- The Commissioner may recommend an amount greater or less than the amount requested in the proposal.

Contact
Submitting Department: Adult, Career and Technical Education

Initiated By: Dr. Paul Gansemer

Attachments:
2025-2026 Adult General Education (AGE) Grant application

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to: Florida Department of Education upload into Office of Grants Management (OGM) ShareFile folder **AgencyNumber_AgencyName _XXB022_submitcontinutation**	**A) Program Name:** **Adult General Education (AGE) Grant Application Fiscal Year 2025-2026** **TAPS# 26B022 Adult General Education**	***DOE USE ONLY*** 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: **$742,283** **DOE USE ONLY** **Total Approved Project:** $	**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: **215 Manatee Avenue W.** **Bradenton, FL 34205**	E-mail Addresses: wagnerd@manateeschools.net menard2l@manateeschools.net
	Physical/Facility Address: **6305 E. State Road 70** **Bradenton, FL 34203**	UID number: **XKGXG94KMH65** FEIN number: **59-6000728**

CERTIFICATION

I, **Kevin Chapman**, (*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) _____ **Interim Superintendent** _____ _____

Signature of Agency Head | Title | Date

Pending Board approval.

DOE100A
Revised June 2022

Continuation Narrative Questions
Required for all AGE and IELCE Applicants

Priority 1: Promote regional partnerships to ensure comprehensive approaches that result in improved learner outcomes.

A. Needs Assessment

1. Describe the labor market needs that have been identified in the Local Workforce Plan(s) and Regional Needs Assessments (include data sources).

The 2025-2028 CareerSource Suncoast (CSS) WIOA Local and Regional Workforce Plan identified healthcare and construction as the most common industry sectors for emerging occupations and identified telecommunications, warehouse and storage, educational services, plastics & rubber product manufacturing, and informational services as the top five emerging industries.

Within the Transportation/Distribution and Manufacturing industry sectors, occupations include Transportation, Storage, and Distribution Managers (SOC 11-3071) and Mechanical Engineering Technologists and Technicians (SOC 17-3027) both of which are High Skill, High Wage occupations on the 2025-26 Regional Demand Occupations List (RDOL). Heavy/Tractor-Trailer Truck Driver (SOC 53-3032) is also on the 25-26 RDOL.

Based on the Florida Skills Gap and Job Vacancy Report (FloridaJobs.org), CareerSource Suncoast identified more significant skills gaps in the soft skills, with the most significant being communication, reliability, and leadership. The largest hard-skills gaps in the top industry sectors were found to be math, information technology/research, and workplace skills.

2. Describe the community demographics of the geographic area, including the number of individuals who are English language learners and/or are lacking a high school diploma or equivalent. Define the various data sources used to substantiate the size and scope of the population that can benefit from adult education instructional services.

According to the US Census Bureau, the total population of Manatee County, FL, was 399,710 (2020 Dicennial Census), with a median age of 49.6. Of the total population, 20.7% speak a language other than English at home,13.6% reported speaking Spanish, 10.5% of people lived in poverty, and 8.2% did not complete high school. According to the 2023 American Community Survey 1-Year estimate of the county population 7% reported they spoke English less than 'very well'; for the population 25+ years of age, 27,721 had attained less than high school.

According to the National Center for Education Statistics for Manatee County School District (2018-22): 13.2% of residents have less than a high school diploma; 13.2% of families have income below the poverty level; 20.9% of families rely on food stamps/SNAP benefits; 3.5% speak English "less than very well." https://nces.ed.gov/Programs/Edge/ACSDashboard/1201230

3. Complete the **Adult Education Past Performance Table,** (Consolidated Excel Workbook, TAB D).
4. Complete the **Adult Education Enrollment Targets Table**, (Consolidated Excel Workbook TAB E).
5. Describe how the eligible provider will adequately achieve the need for services identified in the past performance and enrollment targets tabs.

   NO PLANNED CHANGES
6. Describe how the program will recruit and serve individuals in the community most in need of literacy services, including individuals who have multiple barriers to employment.

   Note: FDOE expects grantees to enroll no less than 20 participants per year.

   NO PLANNED CHANGES

B. Regional Partnerships and Collaborative Networks

The WIOA requires collaboration at all levels – federal, state, and local – and between core programs. The formation of regional partnerships aligns multiple resources to provide comprehensive services to learners.

1. Describe how the applicant will develop partnerships with an expanded set of regional providers such as schools, community-based organizations, vocational rehabilitation providers, unions, industry associations, local or regional economic development agencies, chambers of commerce, community development corporations, libraries, postsecondary institutions and social service agencies to:

   a. coordinate regional referral and recruiting efforts among partners to serve students most in need of literacy services;

      NO PLANNED CHANGES

   b. coordinate comprehensive wrap-around services (services that minimize barriers for adult education students to attend and persist in their adult education program) such as childcare, transportation, mental health services, employee assistance and placement;
      NO PLANNED CHANGES

   c. specifically support the development and implementation of the required IET programs and other work-based learning opportunities based on local and regional labor market needs;

The Regional Demand Occupations List (RDOL) for Workforce Region 18 is based on local and regional labor market needs in Manatee and Sarasota counties. Two of Manatee's IET programs prepare students for occupations that are listed as High Skill, High Wage on the 2025-26 RDOL. The Global Logistics IET program prepares students for Transportation, Storage, and Distribution

Managers (SOC 11-3071), and the Advanced Manufacturing IET program prepares students for Mechanical Engineering Technologists and Technicians (SOC 17-3027). The CDL IET program prepares students for Heavy/Tractor-Trailer Truck Drivers (SOC 53-3032) and is also on the 25-26 RDOL.

d. encourage the braiding of local, regional, state, and federal funding resources (direct or indirect) for greater impact to align resources to support services and regional employment needs;

CareerSource Suncoast (LWDB) will pay the tuition and fees for all eligible students in the eligible IET training programs and for eligible AE students transitioning to locally targeted occupations and programs on the eligible provider list.

e. and provide increased opportunities for transitions to college and career and attainment of postsecondary credentials.
NO PLANNED CHANGES

2. Workplace education is defined as *adult education and literacy activities offered by an eligible provider in collaboration with an employer or employee organization at a workplace or an off-site location designed to improve the productivity of the workforce.* Provide details about current or projected formal employer partnerships to provide workplace education class(es), if applicable. If there is more than one employer partnership, describe each. Include how the program activities offered are designed to improve the productivity of employees, and how the employer contributes to the success of the program.

Manatee's newest IET program, Advanced Manufacturing, offers Cooperative On-the-Job Training known as Industrial Cooperative Education, which allows students who complete 70% of the program to be placed with an employer for a portion of the remainder of the program. The instructor follows up with the student weekly, and the employer completes a weekly standardized assessment of the student's workplace skills. The employers currently working with Advanced Manufacturing are Barry Global, Flowers Bakery, Feld Entertainment, ROOTS Engineering, CAE Healthcare, Power Design, Hascall-Denke, Pierce Manufacturing, and Safran Electrical and Power.

3. Complete the **Partnership Chart** (Tab F) in the Consolidated Grant Workbook. This chart lists collaborative partners contributing to improved learner outcomes. Identify which partners are sub-recipients receiving funds to support the three-year grant cycle.

C. Alignment with One-Stop Partners and Coordination

1. Describe the following LWDB considerations to illustrate the partnership between the eligible provider/collective and the LWDB:

    a. How the program aligns its services with and contributes to the local One-Stop Center to meet the goals identified in the Local Workforce Area WIOA Plan(s).

    NO PLANNED CHANGES

    b. Any formal or informal agreements between the provider/collective and the LWDB that coordinate/align services benefiting adult learners in the WIOA, Title II (AEFLA) programs.
        - Submit a copy of the agency's **executed Memorandum of Understanding (MOU) agreement including the local One-Stop Infrastructure Cost Agreement**. Carefully review the Adult Education MOU Requirements to ensure the MOU complies with all federal requirements. If a MOU is not available at the time the application is submitted, an executed MOU must be submitted to FDOE prior to the issuance of the grant award notification.

    a. Any existing MOUs, MOAs, or contracts with other core providers of WIOA services Include organizations that provide resources for individuals with disabilities or barriers to employment.
    NO PLANNED CHANGES

    b. Coordination with other regional partners and the available education and training resources for the development of career pathways. Identify specific referral processes ensuring students successfully navigate between partners.

    NO PLANNED CHANGES

2. Complete and submit the **Alignment with LWDB Plan Executive Summary** (Appendix B).

    The LWDB will consider the written responses in the Executive Summary to determine the extent to which this application addresses the required considerations in 34 CFR §463.20 [34 CFR §463.21(c)]. In accordance with 34 CFR 463.21, FDOE will:

    - Provide for the submission of all applications for funds under AEFLA to the appropriate Local Boards to review for consistency with the local plan;
    - Provide an opportunity for the local board to make recommendations to the eligible agency or regional consortium to promote alignment with the local plan; and
    - Consider the results of the review by the Local Board in determining the extent to which the application addresses the required AEFLA 13 Considerations in §463.20.

    Note: The Executive Summary should only be **completed once (per eligible provider or collective)**, regardless of which AEFLA grant funds eligible providers are applying for and will serve as a connecting document between all three grant applications (Adult General Education, Corrections and IELCE). The Executive Summary must be submitted with each grant application, allowing the LWDB to review one comprehensive document summarizing the extent to which the eligible providers' grant application(s) are aligned with the LWDB under section 108 of WIOA. Eligible providers may be required to make modifications on sections of their grant application(s), depending on the comments and/or recommendations submitted by the LWDB.

Priority 2: Expand the state's talent pipeline through attainment of credentials of value and acquisition of postsecondary certifications, industry-recognized credentials, and degrees.

D. Integrated Education and Training Programs and Credentials of Value

1. Describe the three-year plan's efforts to recruit, screen and orient participants so they will be successful participating in the IET service approach.

   NO PLANNED CHANGES

2. Describe how the three-year plan is developing partnerships and implementing career pathway strategies, (which may include IET programs) aligned to the LWDB plan to expand access to employment, education and other services for individuals with barriers to employment.

   NO PLANNED CHANGES

3. Explain how credentials obtained through IET programs are in-demand by regional employers and lead to sustainable wages.

MSSC Certified Logistics Technician (CLT) and Certified SolidWorks Professional – Academic (CSWP-Academic) are both on the 2025-26 Master Credential List, as well as the 2024-25 CAPE Postsecondary Credential List. The IET programs offering them are tied to High-Skill, High-Wage occupations on the Regional Demand Occupations List. Global Logistics IET prepares students for Transportation, Storage, and Distribution Managers (SOC 11-3071), and Advanced Manufacturing IET prepares students for Mechanical Engineering Technologists and Technicians (SOC 17-3027). According to the Bureau of Labor Statistics, for the period 2024-2032, in the Suncoast Workforce Region, annual employment projections for Mechanical Engineering Technologists and Technicians are 27 with a 2023 median hourly wage of $31.74 and Transportation, Storage and Distribution Managers are 188 with a 2023 mean hourly wage of $41.96. According to the *AdvanceCTE Dashboard: Top Employer-Requested Credentials*, Commercial Driver License is on the list for employers across many industries in Florida. The Master Credential List shows occupational mean wages of $66,337 for Advanced Manufacturing, $76,013 for Global Logistics, and $54,357 for CDL.

4. Describe the relevant work-based learning opportunities available through the IET program and the process used to have employers validate workplace skills.

Global Logistics and Advanced Manufacturing offer Cooperative On-the-Job Training known as Industrial Cooperative Education, which allows students who complete 70% of the program to be placed with an employer for a portion of the remainder of the program. The

instructor follows up with the student weekly, and the employer completes a weekly standardized assessment of the student's workplace skills.

5. Complete the following:
    - **IET Offering Summary (Tab H)** in the Consolidated Grant Workbook.
    - IET Programs previously approved by FDOE must be listed in Tab H but an IET Program of Study is not required to be submitted with this grant application.

      Providers must offer a minimum of one IET program annually. If receiving multiple funding streams (AGE, Corrections, IELCE), a separate IET program of study for each funding stream is required. Students do not have to enroll in an IET program but must be provided the opportunity. In the case of collective applications, IET programs must be offered in every county served by AEFLA funds. (**State Requirement)**

      AEFLA funds can only be used to support IET programs **approved** by FDOE.

E. Data Driven Credentials of Value through IET

Local and regional labor market data must drive the design, development, and implementation of training programs with credentials of value.

1. Describe how labor market data will be used to drive the development and implementation of the IET service approach.

Manatee Adult Education reviews labor market demands as identified by the Targeted Occupations List of the FL Region 18 CareerSource to develop and implement IET programs to meet local need.

2. Describe how the IET service approach will be aligned to credentials of value such as industry certificates and certifications.

Advanced Manufacturing and Production Technology is the newest IET program to be added to Manatee's IET roster. It is aligned to credentials of value: Certified SolidWorks Associate-Academic (CSWA-Academic) and Certified SolidWorks Professional-Academic (CSWP-Academic), nationally recognized industry certifications, which are also recognized on Florida's Master Credentials List. The 25-26 Master Credentials List shows both certifications with an occupational mean wage of $62,658.

3. Identify the types of credentials available to students who participate in the IET service approach.

Global Logistics IET: MSSC Certified Logistics Technician (CLT); Advanced Manufacturing IET: Certified SolidWorks Associate-Academic (CSWA-Academic) and Certified SolidWorks Professional-Academic (CSWP-Academic); CDL IET: Class A Commercial Driver License (CDL). All four credentials are on the 2025-26 Master Credentials List.

Priority 3: Ensure all learners receive high quality instruction that prioritizes measurable labor market needs and outcomes while working to increase outcomes for all participants.

F. Quality Program Offerings

1. Describe the program enrollment system in place that ensures quality learning and outcomes including:
   a. managed enrollment, open-entry/open-exit enrollment. FDOE expects programs to offer managed enrollment at a majority of class sites.
      NO PLANNED CHANGES
   b. the course modality offered (online, blended learning, laboratory, traditional classroom setting).
      NO PLANNED CHANGES
   c. the expectations for students' participation and attendance (for example, number of hours, weeks) to demonstrate sufficient intensity and duration informed by rigorous research necessary for making learning gains.
      NO PLANNED CHANGES
   d. how system will offer a flexible schedule (day and evening classes year-round), local support services, and provide a quality learning system (such as childcare, transportation, mental health services and career planning) for all students, including those with special learning needs, low levels of literacy skills, members of the ALICE (Asset Limited, Income Constrained, Employed) population, learning disabilities and other special needs, to attend and complete program.
      NO PLANNED CHANGES

2. The state has set the expectation for each program to post-test 70% of enrolled participants using an NRS-approved standardized assessment after achieving sufficient hours of instruction. Describe what measures are in place to ensure that the program will meet or exceed that expectation.

   NO PLANNED CHANGES

3. Complete the **Program Offerings Summary Form (Tab G)** in the Consolidated Grant Workbook. This form will summarize all planned program offerings in the 2025-2026 program year and will be used to demonstrate the size and scope of the adult education instructional services that will be available during the three-year plan.

   SEE Program Offerings Summary Form (Tab G) in the Consolidated Grant Workbook.

4. Describe the policies in this three-year plan adopted by the eligible provider to accommodate students and staff with disabilities, including learning disabilities, as described in the American Disabilities Act of 1990 (42 U.S.C. 12102).
   NO PLANNED CHANGES

5. Describe how the eligible provider will use rigorous research and evidence-based instructional approaches for ABE and ELA (e.g., essential components of reading instruction, differentiated instruction, direct explicit instruction and use of formative assessment, use of standards-based instruction) to assist adult students with achieving substantial learning gains.
   NO PLANNED CHANGES

6. Describe the student support and transition services that support the three-year plan for quality instructional programming. The response must include the following:
   a. how the program assesses students' educational needs, support services and accommodations and how providers or partners are delivering those services; and

   NO PLANNED CHANGES
   b. how the program provides student advisement services to facilitate transition to postsecondary education/training and employment.

   NO PLANNED CHANGES

G. Technology and Online Learning

1. Describe how the program integrates the use of technology into class instruction including the following:

   a. how the instructor uses technology as a classroom tool;

   NO PLANNED CHANGES
   b. how students use technology, including those with low levels of literacy and learning disabilities, to develop digital literacy skills in the classroom or as an integral part of their own class work;

   NO PLANNED CHANGES
   c. how digital literacy skills are integrated into workforce preparation and IET programs;

   NO PLANNED CHANGES

2. Describe how distance education is made available for all students, particularly those with low levels of literacy and learning disabilities; include the following:

   a. The synchronous, asynchronous, and blended options offered. If you utilize additional software as supplemental instruction, describe the purpose and use of the software.

   NO PLANNED CHANGES
   b. How these options may lead to improved student performance.

   NO PLANNED CHANGES
   c. How post-testing procedures are adapted to ensure distance learners meet the state's expectation for each program to post-test 70% of enrolled participants.

   NO PLANNED CHANGES
   d. The kind of information and data being analyzed by programs to monitor student engagement/persistence enrolled in a distance learning program versus a traditional classroom-based enrollment.

   NO PLANNED CHANGES

H. Instructional Personnel and Professional Development

1. Describe the agency's plan for implementing continuous professional development to ensure staff are knowledgeable about adult education instruction, assessment, policies, procedures, career pathways strategies and other regional priorities.

   NO PLANNED CHANGES

2. Describe how the agency's professional development plan supports instructors in incorporating current research and evidence-based instructional strategies that lead to effective program outcomes.

   NO PLANNED CHANGES

3. Describe the agency's minimum qualifications for the instructors, counselors and administrators delivering the program activities during the three-year plan.
   NO PLANNED CHANGES
4. Complete the **Personnel Chart (Tab I)** in the Adult Education Excel grant application workbook excel workbook to document the instructional personnel available during the three-year plan.

   SEE Personnel Chart (Tab I) in the Consolidated Grant Workbook

Priority 4: Incent, Measure, and Support Enhanced Program Effectiveness

I. Performance Outcomes

1. Describe the applicant's capacity to manage a federal grant and any unique aspects of the program which would facilitate delivery of effective adult education and literacy services.
   NO PLANNED CHANGES

2. Describe how the three-year grant plan accounts for the evaluation and reporting of educational performance and student exit outcomes, including completing an educational gain and transitioning students into postsecondary education or training and the workforce.
   NO PLANNED CHANGES

3. Describe how the eligible provider will adequately provide services for students functioning at lower levels such as ABE levels 1, 2, and 3 and ESL levels 1, 2, and 3.
   NO PLANNED CHANGES

4. Complete the **Past Performance Table** in the Consolidated Grant Workbook (**Tab D**).
   SEE Past Performance Table (Tab D) in the Consolidated Grant Workbook

5. Describe the program's past effectiveness, supported by the data provided in the Past Performance table, in improving the literacy of eligible individuals to meet the state's estimated 2025-2026 performance levels, especially with respect to eligible individuals who have low levels of literacy.

2025-26 State Performance Targets Minimum Performance Levels for Florida Adult Education Programs	
Measurable Skill Gain (MSG)	
• Educational Functioning Level (EFL) completion measured on pre and post test	Overall 35.7% ABE 31.4% ESL 37.4%
• Enrollment in postsecondary education after program exit	
• Receipt of recognized secondary credential or its recognized equivalent	
• Progress toward milestones	
• Passing a technical/occupational knowledge-based exam	
Employment – 2nd Quarter After Exit	31%
Employment – 4th Quarter After Exit	28.2%
Median Earnings	$5,840
Credential Attainment	21.8%

Manatee Adult Ed achievement of measurable skill gain (MSG) was 46.5% overall, which exceeds the minimum performance levels for Florida Adult Education Programs. ESL achieved 51.9%, exceeding the state target. ABE was a bit anemic at 25.4%. The program management team put measures in place last year to bring up those numbers, such as counselors assigned specifically to the ABE/GED group and more in-person classes (the in-person classes have had higher levels of achievement than the online classes). In doing so, the MSG for ABE was improved by about 10 percentage points over last year. Employment 2nd Quarter after exit almost hits the state target at 30.6%. Employment 4th Quarter after exit slightly exceeds the state goal 31.2%. Median Earnings were $7,652, exceeding the state goal and an increase over last year. Credential Attainment is where Manatee Adult Ed needs to place particular emphasis with achievement of this goal at only 15.32%. A new IET program with a workplace education component is in place for 2025-26 with the hope of improving outcomes for this measure.

J. Comprehensive Performance Monitoring

1. Describe the agency's data management information system and practices for the following:

   a. Tracking student attendance records

NO PLANNED CHANGES

   b. Tracking student pre and post-tests

NO PLANNED CHANGES

   c. Tracking student outcomes

NO PLANNED CHANGES

   d. Providing frequent student and program data to teachers and staff to better target educational services and to ensure program effectiveness

NO PLANNED CHANGES

   e. Data collection, privacy, and quality

NO PLANNED CHANGES

   f. Using data for program and system improvements

NO PLANNED CHANGES

   g. Monitoring program performance

NO PLANNED CHANGES

   h. Sharing data with core partners for strategic improvements

NO PLANNED CHANGES

2. Describe how the agency's personnel will engage in the collection, entry, attestation, correction of errors and resolution of issues in the data management system. Explain any current limitations and how data will be used to:

   a. Measure participant outcomes
   NO PLANNED CHANGES

   b. Evaluate learning gains and student goal achievement
   NO PLANNED CHANGES

   c. Design IET programs and two-generation approaches
   NO PLANNED CHANGES

   d. Identify gaps and recruit partners to better support high-need priorities for use beyond NRS and compliance reporting

   NO PLANNED CHANGES

3. Describe how the project will comply with the reporting requirements of the National Reporting System (NRS) and WIOA Performance Measures (Section 116).

The Florida Department of Education annually produces data reporting handbooks identifying all reporting requirements and formats. **All grant recipients are expected to collect and report data according to the appropriate handbook. Agencies that fail to report data according to the reporting schedule in the appropriate handbook are out of compliance and may be placed into corrective action. The websites provide necessary contact and guidance information.**

- **School Districts required reporting:** Workforce Development Information System (WDIS), http://www.fldoe.org/accountability/data-sys/CCTCMIS/dcae-dis/database-handbooks.stml
- **Florida Colleges required reporting**: Community College System Data Dictionaries and Student Database, http://www.fldoe.org/accountability/data-sys/CCTCMIS/college-data-diction.stml
- **Non-LEA required reporting**: Non-LEA Data Dictionaries and Student Database are available by request.

NO PLANNED CHANGES

Required Budget Narrative

K. Budget Narrative

1. Describe how the funds requested will be spent to meet the objectives consistent with the requirements of WIOA, as outlined in the eligible providers' written narrative responses.

   NO PLANNED CHANGES

2. Describe how funds will be used to supplement (not supplant) adult education services.

   NO PLANNED CHANGES

3. Provide a detailed budget **(Budget Narrative, Form DOE 101S) for each funding stream AGE WIOA Section 231 (Tab L), Corrections Education WIOA Section 225 (Tab M), and/or IELCE WIOA Section 243 (Tab N).** The written narrative must clearly provide direct linkage to the adult education program.

   - In the Consolidated Grant Workbook – click on the appropriate DOE 101S Budget tab (AGE, Corrections, or IELCE), eligible provider **must complete all applicable budget sheets**.
   - When completing the Budget Narrative form, under Column (3), Account Title and Narrative, specify the budgetary expenditures (e.g., salaries, equipment, supplies) for each line item. Expenditures should focus on performance improvement, as noted in the application.

     SEE Budget Narrative, Form DOE 101S, in the Consolidated Grant Workbook for AGE WIOA Section 231 (Tab L) and IELCE WIOA Section 243 (Tab N).

Additional Required Narrative Responses

The following narrative responses (L and M) are required.

L. General Education Provisions Act (GEPA) – For Federal Programs

Questions in Part L are required for all federal grant programs. Eligible agencies must provide a concise description of the process to ensure participation of students, teachers and other program beneficiaries with disabilities. For details, refer to General Education Provisions Act (GEPA) section 427 (PDF).

In accordance with the requirements of Section 427 of the GEPA Public Law 103-382, here set forth is Manatee School District's GEPA Plan to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs.

No employee, student, applicant for admission or applicant for employment, volunteer, vendor, or member of the public, shall, on the basis of race, color, national origin, gender, disability, marital status, age, genetic information or any other basis prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination or harassment under any educational programs, activities, services, or in any employment conditions, policies or practices conducted by the Manatee County Public School System. The District shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Florida Statutes: Title VII, Title IX, the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973, ADEA, Section 1000.05 Florida Statutes (2005).

Accommodations and modifications for students with disabilities: Adult students with disabilities must self-identify and request such services. Students with disabilities are provided accommodations as needed in such areas as instructional methods and materials, assignments, assessments, time demands, schedules, learning environment, assistive technology, and special communication systems. Other support services include personnel, such as interpreters, readers, and tutors. Schools are handicapped accessible.

Support for Strategic Imperatives

1. Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K-20 Strategic Plan.

The Manatee Adult Education program incorporates the Strategic Goals included in Florida's PreK-20 Education Strategic Plan. The strategy to achieve **Goal** 1, highest student achievement, is to increase college readiness and success by utilizing assessments (CASAS, TABE and industry certification exams) to direct learning and outcomes and expanding opportunities for postsecondary enrollment. Those who participate in the IET program or co-enroll in post-secondary education at MTC have the opportunity to earn an industry certification or state or national license. The strategy to achieve **Goal 2,** seamless articulation / maximum access, is incorporated through Career Pathways implementation, instructor professional development, providing concurrent enrollment opportunities in postsecondary education and training, and touring college campuses. The strategy to achieve **Goal 3,** skilled workforce/economic development, is to prepare students for careers through workplace contextualized and integrated curricula, local employers serving on program advisory committees, and offering students opportunities to attend career fairs and meet with intake specialists from CareerSource Suncoast. **Goal 4:** The District supports these goals through efforts to achieve quality efficient services.

Optional: Family Literacy and Two Generation Approaches
Not Required

The state will consider *activities that are of sufficient intensity and quality, to make sustainable improvements in the economic prospects for a family and that better enable parents or family members to support their children's learning needs, and that integrate all of the following activities:*

A. Parent or family adult education and literacy activities that lead to readiness for postsecondary education or training, career advancement, and economic self-sufficiency.
B. Interactive literacy activities between parents or family members and their children.
C. Training for parent or family members regarding how to be the primary teacher for their children and full partners in the education of their children.
D. An age-appropriate education to prepare children for success in school and life experiences.

AEFLA Section 203(9) (A-D)

M. Family Literacy and Two Generation Approaches

1. Discuss the progress and evolution of two-generation approaches as outlined in year one of the three-year plan. Provide an update on the identification of suitable provider partners and the collaborative development of two-generation models. Offer insights into the partners' capacity to deliver comprehensive two-generation services. Additionally, include details on:

    a. Curriculum/material intended to be used to provide instruction to this population;
    b. Types of activities that will be implemented in the program; and
    c. Partnerships, support services and accommodations.

NO PLANNED CHANGES

ONLY COMPLETE THIS SECTION IF APPLYING FOR IELCE FUNDS

Integrated English Literacy and Civics Education (IELCE) - Section 243

WIOA Title II [§203(12)] authorizes funding of programs providing adult education and literacy activities to English language learners, including professionals with degrees and credentials from their native countries, that enables such adults to achieve competency in the English language and acquire both basic and advanced skills necessary to function effectively as parents, workers and citizens of the United States. These services include:

- academic instruction in literacy and English language acquisition
- instruction on the rights and responsibilities of U.S. citizenship and civic participation
- workforce training.

Required components of an IELCE program include:

- English Language Acquisition (speaking and comprehension); and
- Literacy (reading and writing); and
- Civics education (the rights and responsibilities of citizenship and civic participation);
- Integrated Education and Training (IET).

Important reminders:

- All questions in the Narrative section also apply to the IELCE program and should be noted in the applicant's responses. There are additional specific narrative questions in this section.
- Since IELCE WIOA Section 243 funds are provided under a separate federal grant to FDOE, funds provided for IELCE must only be used to support activities related to a provider's IELCE program.

Narrative Questions

1. Describe strategies to identify and recruit English language learners for participation in the proposed IELCE program(s), including those learners with advanced degrees from other countries.

   NO PLANNED CHANGES

2. Describe how English language learners participating in IELCE can engage in the three required components: a) instruction in English language acquisition and civics education; b) workforce preparation activities; and c) workforce training. Describe how these components occur simultaneously (rather than sequentially) and are based on a single set of learning objectives.

   NO PLANNED CHANGES

3. Describe how the IELCE program(s) will prepare participants to transition into unsubsidized employment in occupations leading to family-sustaining careers.

   NO PLANNED CHANGES

4. Describe how braided funding and/or cost sharing agreements with partners will support the workforce training component of the proposed IELCE program(s).

   NO PLANNED CHANGES

5. In the Budget Narrative Section each eligible provider will be required to submit a separate DOE101S **Budget Narrative Form** (Tab N) to outline IELCE proposed allowable cost and activities. If approved for IELCE funding, FDOE will create separate project numbers for each funding stream. Providers will be required to maintain separate fiscal records.

Application Checklist

All Eligible Providers **must** download the Grant Application RFA "Word" file and Consolidated Grant Workbook. Submit all documents electronically through the Office of Grants Management ShareFile system, no later than the close of business 11:59 pm (EST) on the **due date of 05/30/2025.**

Grant Application package must be submitted as follows:

File # and Type	Item	Provide page #s for items listed
File One: submit combined PDF File	DOE 100A, Project Application — with original signature or electronic signature	
	Narrative Section	**Page Number(s)**
File One: submit combined PDF	Priority 1: Part A – Part C	1-4
	Priority 2: Part D – Part E	4-6
	Priority 3: Part F – Part H	7-9
	Priority 4: Part I – Part J	9-11
	Budget Narrative: Part K	12
	General Education Provision Act (GEPA) (Federal Requirement): Part L	13
	Support for Strategic Plan (FDOE Requirement): Part L	14
	Family Literacy Two Generation Approaches: Part M	15
	Corrections Education Narrative, *if applicable*	NA
	IELCE Narrative, *if applicable*	16-17
	Application Checklist – must be last page of the Word Document File	18-19

	Attachments	
File One: submit combined PDF	Local Workforce Board (LWDB) Plan Executive Summary	x
	Memorandum of Understanding (MOU) with LWDB, with Local One-Stop Infrastructure Cost Agreement and all other Contractual Service Agreements	x
	Adult Education Program Income Letter, *if applicable*	x

	Consolidated Grant Workbook		
File Three: submit EXCEL file	**Tab A**	Title	x
	Tab B	General Information	x
	Tab C	Demonstrated Effectiveness – Not applicable in continuation year.	
	Tab D	Past Performance	x
	Tab E	Enrollment Targets	x
	Tab F	Partnerships	x
	Tab G	Program Offering Summary	x
	Tab H	IET Offering Summary	x
	Tab I	Personnel Chart	x
	Tab J	DOE 101S, Budget Narrative Form - Instructions	-
	Tab K	Example DOE 101S Form	-
	Tab L	DOE 101S, Budget Narrative Form – AGE, *if applicable*	x
	Tab M	DOE 101S, Budget Narrative Form – Corrections, *if applicable*	-
	Tab N	DOE 101S, Budget Narrative Form – IELCE, *if applicable*	x
	Tab O	Project Equipment Form – AGE, i*f applicable*	-
	Tab P	Project Equipment Form – Corrections Education, *if applicable*	-
	Tab Q	Project Equipment Form – IELCE, *if applicable*	-

Attachments:

Alignment with LWDB Plan Executive Summary

Workforce Innovation and Opportunity Act (WIOA) includes the following considerations for eligible providers:

Workforce Innovation and Opportunity Act (WIOA) includes the following considerations for eligible providers: **The state will consider:**

The degree to which the eligible provider would be responsive to— (A) Regional needs as identified in the local workforce development plan; and (B) Serving individuals in the community who were identified in such plan as most in need of adult education and literacy activities, including individuals— (i) who have low levels of literacy skills; or (ii) who are English language learners;

WIOA Section 231(e)(1)

The extent to which the eligible provider demonstrates alignment between proposed activities and services and the strategy and goals of the local plan under section 108, as well as the activities and services of the one-stop partners;

WIOA Section 231(e)(4)

Coordination of the alignment process must include –

(a) An eligible agency must establish, within its grant competition, a process that provides for the submission of all applications for funds under AEFLA to the appropriate Local Boards.

(b) The process must include -

(1) Submission of the applications to the appropriate Local Board for its review for consistency with the local plan within the appropriate timeframe; and

(2) An opportunity for the local board to make recommendations to the eligible agency to promote alignment with the local plan.

(c) The eligible agency must consider the results of the review by the Local Board in determining the extent to which the application addresses the required considerations in §463.20.

34 CFR § 463.21(c)

Instructions: The form below will serve as a connecting document between all applications for funds under AEFLA (Adult General Education, Integrated English Literacy and Civics Education and Corrections Education) submitted by your agency during the 2023-2024 Adult Education competitive cycle. This form will reflect the eligible provider's written narrative to promote alignment with the LWDB plan.

The eligible provider will need to complete this form only once, regardless of which AEFLA funds are being applied for, and serves as an executive summary for review by the LWDB of your agency's adult education program offerings.

Note: The LWDB will consider the eligible provider's written responses on the next page and make comments and/or recommendations to promote alignment with the local plan.

Florida Department of Education must consider the results of the review by the LWDB to determine the extent to which the application(s) addresses the required considerations in 34 CFR § 463.20 and 34 CFR § 463.21(c).

DOE 900D February 2025

Alignment with LWDB Plan Executive Summary

Complete the following information:

Eligible Provider Name: School District of Manatee County

County(ies) Served: Manatee County

Contact Name: Doug Wagner

AEFLA fund type your agency will be applying for during the 2025-2026 Adult Education competitive cycle - check all appropriate boxes:

X Adult General Education (AEFLA, Section 231)
X English Literacy and Civics Education (AEFLA, Section 243)
□ Corrections (AEFLA, Section 225)

Name of each LWDB served through this Grant Application	LWDB Number
1. CareerSource Suncoast	18
2.	
3.	
4.	

Narrative Questions

1. Describe the procedures that are in place to promote alignment among adult education service providers in the local area. **NO PLANNED CHANGES**
2. Describe how the adult education program will address the regional needs as identified in the LWDB plan by serving individuals in the community who were identified as most in need of adult education and literacy activities, including individuals who have low levels of literacy skills or who are English language learners. **NO PLANNED CHANGES**
3. Describe how the eligible provider will provide adult education activities and services in alignment with the strategy and goals of the LWDB plan, including how the agency will promote co-enrollment in programs and activities provided by WIOA, Title I core programs (Adult Program, Dislocated Worker Program, Youth Program, Adult Education and Family Literacy Act, Wagner-Peyser Act, Vocational Rehabilitation Program, including Blind Services Program). **NO PLANNED CHANGES**
4. Provide specific details about shared-cost activities and the resources utilized to support those costs (Example: AEFLA funds cover the cost of the full-time adult education teacher and the local board covers the cost of the classroom facility). **NO PLANNED CHANGES**
5. Provide a copy of the Memorandum of Understanding (MOU) agreement and Local One-stop Infrastructure Cost agreement with the LWDB. (If a MOU is not available at the time the application is submitted, an executed MOU must be submitted to FLDOE prior to the issuance of the grant award notification.) **ATTACHED MOU for period 7/1/ 2023 through June 30, 2026.**

MOU Agreement #: 23-06
IFA# 23-06A

CareerSource Suncoast
One-Stop Career Center
Memorandum of Understanding

I. Purpose

It is the purpose of this Memorandum of Understanding (MOU) to state the conditions under which the Career Center Partner, **School District of Manatee County**, hereinafter referred to as School District of Manatee County or Partner, whose address is 215 Manatee Ave. West. Bradenton, Fl. 34205, will implement and provide services, as shall be described herein, in partnership with the **Suncoast Workforce Board, Inc. dba CareerSource Suncoast (CSS),** whose address is 3660 N. Washington Blvd., Sarasota Fl. 34234, to eligible clients Local Workforce Development Board 18 as required under the Workforce Innovation and Opportunity Act (WIOA, [2014]). The cornerstone of the Act is its one- stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act. The attached Infrastructure Funding Agreement (IFA) is a mandatory component of the MOU and contains an infrastructure costs budget, and important part of the overall operating budget which included applicable career services and shared operating costs and services among partners.

Activities within this MOU include the cooperative workforce training, employment and economic development efforts of CSS and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements. This agreement is intended workforce services in Manatee and Sarasota Counties. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current Career Center service delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities and significant barriers to employment within Manatee and Sarasota Counties.

The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

II. Services Provided

The Manatee Board of County Commissioners and Sarasota Board of County Commissioners have designated career Source Suncoast to act as the administrative entity, grant recipient and fiscal agent for this local workforce development area.

CareerSource will perform the following functions:

1. Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures which include the way the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

2. Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to appropriate technology and materials that are available through the One-stop Career Center System.

3. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida. See Section V – Infrastructure Cost.

4. Maintain the statewide "CareerSource" branding of each center.

5. Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:30 am until 5:00 pm, Monday through Friday (excluding recognized holidays, staff development days and emergency situations.)

6. Model CareerSource core values and maintain a professional working environment and abide by all its policies, rules, and procedures and applicable Florida statutes and rules.

7. Review this MOU annually and solicit feedback from the Partner regarding improvements, changes, and/or additions.

The Partner agrees to perform the following functions:

1. Coordinate with CareerSource to provide access to its workforce services and programs in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop System.

2. Coordinate with CareerSource to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.

3. Coordinate with CareerSource for the funding of any required infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. See Section V – Infrastructure Cost.

4. Provide CareerSource Suncoast management feedback regarding the performance of the partnership, including its effectiveness and success.

5. Participate in periodic meetings to provide updates on the partners' programs and procedures to CareerSource staff.

III. Methods of Internal Referral

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop Career Center system. These procedures include active use of the Crosswalk agency-to-agency online referral system and access to the reports generated by this system as agreed upon with CSS staff.

CareerSource Suncoast
One-Stop Career Center
Memorandum of Understanding

IV. Confidentiality of Records

In the event that either party to this MOU obtains access to any records, files, or other information of the other party in connection with, or during the performance of this MOU, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other party.

V. Infrastructure Costs and Insurance

Costs of the infrastructure of the one-stop centers are in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements. Infrastructure Funding Agreements (IFAs) are renewed annually with funding budget and operational cost updates and will effectively become an addendum to this MOU upon signatures of all parties of this MOU.

For Partners co-located physically in the career center, the Partner agrees to provide CSS a current Certificate of Insurance for General Liability, listing CSS as additional insured, on an annual basis. Additionally, Partner shall carry Contents Insurance for all property located in the CSS Career Center, if applicable. CSS is not responsible for lost or damaged contents.

VII. Term

This MOU is effective July 01, 2023 through June 30, 2026, or the date last executed by both parties, whichever is later. This MOU may be terminated for convenience at any time by either party upon thirty (30) days written notice.

Neither this MOU nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement.

VIII. Merger

This MOU constitutes and expresses the entire and integrated understanding and agreement between the parties hereto, superseding, incorporating, and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the parties.

IX. Third Party Beneficiary

This MOU is for the benefit of CareerSource, the Partner, and the Manatee Board of County Commissioners and the Sarasota Board of County Commissioners and no third party is an intended beneficiary.

X. Governance

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource Suncoast, the Manatee Board of County Commissioners, and the Sarasota Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the CEOs shall conduct oversight with respect to the One-stop System.

CareerSource Suncoast
One-Stop Career Center
Memorandum of Understanding

VIII. Notifications/Agency Contacts

All notifications and correspondence regarding this MOU shall be directed to the designated agency contacts outlined below.

Partner Agency

Contact Name:	**Doug Wagner**
Phone:	**941-708-8770 x41217**
E-mail:	**wagnerd@manateeschools.net**

CareerSource Suncoast:

Contact Name:	**Christina Witt**
Phone:	**941-315-9020**
E-mail:	**cwitt@careersourcesc.com**

IX. Signatures

IN WITNESS WHEREOF, Partner and CSS have caused this Memorandum of Understanding to be duly executed as of the date set forth below.

LWDB: CareerSource Suncoast

Name: Joshua Matlock

Title: President/CEO

Signature: Joshua Matlock
Joshua Matlock (Jun 8, 2023 10:59 EDT)

Date: 06/08/2023

Partner Agency: School District of Manatee County

Name: DOUG WAGNER

Title: Deputy Superintendent Operations

Signature: Doug Wagner

Date: 6/7/2023

Chief Local Elected Officials

Manatee Board of County Commissioners

Name: George Kruse

Title: Manatee County Commissioner

Signature: George W Kruse (Jun 8, 2023 15:49 EDT)

Date: 06/08/2023

Sarasota Board of County Commissioners

Name: Joe Neunder

Title: Sarasota County Commissioner

Signature: Joe Neunder
Joe Neunder (Jun 13, 2023 08:54 EDT)

Date: 06/13/2023

SCHOOL DISTRICT OF MANATEE COUNTY
Kevin Chapman
Interim Superintendent

P. O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue W.
Bradenton, FL 34205
941.708.8770
www.manateeschools.net

June 3, 2025

Janice Brown, Assistant Deputy Commissioner
Finance & Operations
Florida Department of Education
344 Turlington Building
325 West Gaines Street
Tallahassee, FL 32399-0400

Dear Ms. Brown:

RE: Program Income Reporting Method

The School District of Manatee County requests the Addition Method for the following Adult Education and Family Literacy Act (AEFLA) federal grant project:

Adult General Education (AGE) (AEFLA Section 231).

For more information or questions, please contact Director of Finance, Catherine Miley Hayden, at mileyc@manateeschools.net or 941.708.8770.

Sincerely,

Kevin Chapman
Interim Superintendent

Chad Choate III, Chair | Cindy Spray, Vice Chair | Heather Felton | Charlie Kennedy | Richard Tatem
School Board of Manatee County

FLORIDA DEPARTMENT OF EDUCATION

fldoe.org

Consolidated Adult Education Grant Application Workbook 2025-2026

Governor Ron DeSantis

Commissioner Manny Diaz, Jr.

Division of Career and Adult Education

Request for Application (Discretionary Non-Competitive)

Adult General Education (AGE) (AEFLA Section 231) and

Corrections Education and the Education of Other Institutionalized Individuals (AEFLA Section 225) and

Integrated English Literacy and Civics Education (IELCE) (AEFLA Section 243)

General Information

Applicant Information

Provider Name	Manatee County School District	
Provider Contact Name	Doug Wagner	
Provider Contact Email Address	wagnerd@manateeschools.net	
Individual or Collective Application	Individual	*use dropdown*
County(ies) Served	Manatee	*use dropdown*
		use dropdown (if applicable)
		use dropdown (if applicable)
		use dropdown (if applicable)
		use dropdown (if applicable)
		use dropdown (if applicable)
		use dropdown (if applicable)
Fund Source(s) Included in Application	AGE & IELCE only	*use dropdown*
Type of Applicant	a. Local Education Agency	*use dropdown*
If applying as a collective, identify the lead fiscal agent and all member agencies.	**NA**	

If necessary, provide additional information below to clarify your selection(s):

Adult Education Past Performance Table

*Eligible Individuals refers to individuals who are 16 years of age or older, not enrolled or required to be enrolled in secondary school under Florida Statute, AND are basic skills deficient, or do not have a secondary diploma, or are English language learners (see Definitions in the RFP)

PERFORMANCE OUTCOME 1

Measurable Skills Gain (MSG) Data Found in NRS Table 4: MSG by Entry Level		2022-2023	2022-2023		2023-2024	2023-2024	
		Number of students enrolled with 12 or more hours of instruction [A]	Number of students who achieved at least one MSG [B]	Percentage of students who achieved at least one MSG [C]	Number of students enrolled with 12 or more hours of instruction [D]	Number of students who achieved at least one MSG [E]	Percentage of students who achieved at least one MSG [F]
Beginning Literacy (0-1)	ABE Level 1	3	1	33.3%	6	1	16.7%
Beginning Basic Ed (2-3)	ABE Level 2	10	1	10.0%	65	22	33.8%
Intermediate Low (4-5)	ABE Level 3	42	18	42.9%	71	21	29.6%
Intermediate High (6-8)	ABE Level 4	85	19	22.4%	36	6	16.7%
ASE Low (9-10)	ABE Level 5	7	1	14.3%	0	0	n/a
ASE High (11-12)	ABE Level 6	69	13	18.8%	0	0	n/a
Alternative ABE Placemet	Alternative ABE				58	10	17.2%
	TOTAL ABE	**216**	**53**	**24.5%**	**236**	**60**	**25.4%**
Beginning Literacy (0-1)	ESL Level 1	60	26	43.3%	61	37	60.7%
Beginning Low (2)	ESL Level 2	101	49	48.5%	143	76	53.1%
Beginning High (3)	ESL Level 3	211	89	42.2%	299	155	51.8%
Intermediate Low (4)	ESL Level 4	132	46	34.8%	200	103	51.5%
Intermediate High (5)	ESL Level 5	128	57	44.5%	129	56	43.4%
Advanced (6-8)	ESL Level 6	59	16	27.1%	79	46	58.2%
	TOTAL ESL	**691**	**283**	**41.0%**	**911**	**473**	**51.9%**
	OVERALL TOTAL	**907**	**336**	**37.0%**	**1147**	**533**	**46.5%**

Adult Education Past Performance Table

*Eligible Individuals refers to individuals who are 16 years of age or older, not enrolled or required to be enrolled in secondary school under Florida Statute, AND are basic skills deficient, or do not have a secondary diploma, or are English language learners (see Definitions in the RFP)

PEFORMANCE OUTCOME 2

Employment After Exit	2022-2023	2022-2023		2023-2024	2023-2024	
	Number of students enrolled with 12 or more hours of who exited [A]	Number of exited students who achieved an outcome [B]	Percentage of exited students who achieved an outcome [C]	Number of students enrolled with 12 or more hours of who exited [A]	Number of exited students who achieved an outcome [B]	Percentage of exited students who achieved an outcome [C]
Employment Second Quarter after exit	743	227	30.6%	904	277	30.6%
Employment Fourth Quarter after exit	616	207	33.6%	817	255	31.2%

PEFORMANCE OUTCOME 3

	2022-2023	2023-2024

Adult Education Past Performance Table

*Eligible Individuals refers to individuals who are 16 years of age or older, not enrolled or required to be enrolled in secondary school under Florida Statute, AND are basic skills deficient, or do not have a secondary diploma, or are English language learners (see Definitions in the RFP)

Earnings	Number of students with 12 or more hours who exited [A]	Median Earnings of students with 12 or more hours who exited [B]	Number of students with 12 or more hours who exited [A]	Median Earnings of students with 12 or more hours who exited [B]
Median Earnings Second Quarter after exit	227	$ 6,717	277	$ 7,652

PEFORMANCE OUTCOME 4

Completion and Placement Data found in NRS Table 5: Primary Indicators of Performance	2022-2023	2022-2023		2023-2024	2023-2024	
	Number of students with 12 or more hours who exited [A]	Number of exited students who achieved an outcome [B]	Percentage of exited students who achieved an outcome [C]	Number of students enrolled with 12 or more hours of who exited [A]	Number of exited students who achieved an outcome [B]	Percentage of exited students who achieved an outcome [C]
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	115	6	5.2%			
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	115	19	16.5%			
Attained a Secondary School Diploma and Employed or Enrolled in Postsecondary Education or Training within one year of exit				120	8	6.7%

Adult Education Past Performance Table

*Eligible Individuals refers to individuals who are 16 years of age or older, not enrolled or required to be enrolled in secondary school under Florida Statute, AND are basic skills deficient, or do not have a secondary diploma, or are English language learners (see Definitions in the RFP)

Attained a Postsecondary Credential while enrolled or within one year of exit	2	0	0.0%	4	3	75.0%

Adult Education Enrollment Targets

Note: Provide enrollment as served by the provider. If applying as a collective, combine enrollment data and include combined projections.

PROVIDER INFORMATION

Name	Manatee County School District
County(ies) Served	Manatee

Measurable Skills Gains (MSG) Target (25-26)	
ABE	31%
ESL	37%

			[A]	[B]	[C]	[D]	[E]	[F]	[G]
			ACTUAL ENROLLMENT			3- Year Avg (auto-populated)	PROJECTED ENROLLMENT		PROJECTED MINIMUM (auto-populated)
		Educational Functioning Level (EFL)	2021-22	2022-23	2023-24		2025-26 Enrollment Target	2026-27 Enrollment Target	2025-26 MSG Min. Target
1	Beginning Literacy (0-1)	ABE Level 1	2	3	6	4	8	10	3
2	Beginning Basic Ed (2-3)	ABE Level 2	30	10	65	35	40	46	13
3	Intermediate Low (4-5)	ABE Level 3	70	42	71	61	72	80	23
4	Intermediate High (6-8)	ABE Level 4	66	85	36	63	66	72	21
5	ASE Low (9-10)	ABE Level 5	18	7	0	9	0	0	0
6	ASE High (11-12)	ABE Level 6	45	69	0	38	0	0	0
7	Alternative ABE Placement	Alternative ABE			58	58	60	66	19
8		**ABE Enrollment Total**	**231**	**216**	**236**	**268**	**246**	**274**	**79**
9	Beginning Literacy (0-1)	ESL Level 1	42	60	61	55	60	66	23
10	Beginning Low (2)	ESL Level 2	73	101	143	106	144	146	54
11	Beginning High (3)	ESL Level 3	146	211	299	219	298	304	111
12	Intermediate Low (4)	ESL Level 4	100	132	200	144	200	202	74
13	Intermediate High (5)	ESL Level 5	92	128	129	117	130	132	49
14	Advanced (6-8)	ESL Level 6	59	59	79	66	80	82	30
15		**ESL Enrollment Total**	**512**	**691**	**911**	**707**	**912**	**932**	**341**
16		**OVERALL TOTAL**	**743**	**907**	**1147**	**975**	**1158**	**1206**	**420**

Partnerships Chart

Include all formal partnerships with financial and non-financial agreements including Local Workforce Board agreements.

Partner Name, Contact, and Type			Partnership Benefits
Name	CareerSource Suncoast		**Benefits to AEFLA Program (list services provided)** :
Website	https://careersourcesuncoast.com		Assisting students with barriers, job placement, employability skills, onestop
Type	State/Local Institution	*Use dropdown menu*	**Benefits to Partner:** office space/equipment/utilities, clients
Subrecipient (Y/N)		**NO**	**If yes, proposed AEFLA funds budgeted** $0

Partner Name, Contact, and Type			Partnership Benefits
Name	Goodwill Manasota		**Benefits to AEFLA Program (list services provided)** :
Website	https://www.experiencegoodwill.org		career planning and employment of students, classroom space
Type	Employer	*Use dropdown menu*	**Benefits to Partner:** education for employees and clients
Subrecipient (Y/N)		**NO**	**If yes, proposed AEFLA funds budgeted** $0

Partner Name, Contact, and Type			Partnership Benefits
Name			**Benefits to AEFLA Program (list services provided)** :
Website			
Type		*Use dropdown menu*	**Benefits to Partner:**
Subrecipient (Y/N)			**If yes, proposed AEFLA funds budgeted** $

Partner Name, Contact, and Type			Partnership Benefits
Name			**Benefits to AEFLA Program (list services provided)** :
Website			
Type		*Use dropdown menu*	**Benefits to Partner:**
Subrecipient (Y/N)			**If yes, proposed AEFLA funds budgeted** $

Partner Name, Contact, and Type			Partnership Benefits
Name			**Benefits to AEFLA Program (list services provided)** :
Website			
Type		*Use dropdown menu*	**Benefits to Partner:**
Subrecipient (Y/N)			**If yes, proposed AEFLA funds budgeted** $

Adult Education Program Offerings Summary

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	[L]
Program Type	County	Instructional Site Name	City of Instruction	Enrollment Structure	Type of Instruction	Days per Week	Hours per Week	No. of Weeks with instruction	Planned Hours from July 1 to June 30	Projected Enrollment	Site Address
ESOL	Manatee	Main day - Cohort 1	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 2	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 3	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 4	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 5	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 6	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 7	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 8	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 9	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main day - Cohort 10	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 11	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 11	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 12	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 13	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 14	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 15	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 16	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 17	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 18	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft - Cohort 19	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main aft- Cohort 20	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 21	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 22	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 23	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 24	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 25	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 26	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 27	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 28	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 29	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 30	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 31	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Main eve- Cohort 32	Bradenton	managed enrollment	In-person	4	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Hybrid eve- Cohort 33 Cortez	Bradenton	managed enrollment	Hybrid	2	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	Hybrid eve- Cohort 34 Cortez	Bradenton	managed enrollment	Hybrid	2	10	32	320	25	Manatee Technical College Main Campus
ESOL	Manatee	N/A - Cohort 35	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online

INSTRUCTIONS

[A] Select the type of instructional program

[B] Select the county where instruction will occur

[C] Provide the site where instruction will occur; if instruction is online only, indicate N/A

[D] Provide the city of instruction; if instruction is online only , indicate N/A

[E] Select the enrollment structure (open or managed enrollment)

[F] Select the type of instruction (in-person, online asynchronous, online synchronous, hybrid)

[G] Indicate the number of days per week instruction is provided

[H] Indicate the number of hours per week instruction is provided

[I] Indicate the number of weeks of instruction

[J] This is a calculated field. Do not overwrite the formula

[K] Indicate the projected enrollment

[L] Indicate the site address where the instructional program will occur

Adult Education Program Offerings Summary

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]	[L]
Program Type	County	Instructional Site Name	City of Instruction	Enrollment Structure	Type of Instruction	Days per Week	Hours per Week	No. of Weeks with instruction	Planned Hours from July 1 to June 30	Projected Enrollment	Site Address
ESOL	Manatee	N/A - Cohort 36	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ESOL	Manatee	N/A - Cohort 37	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ESOL	Manatee	N/A - Cohort 38	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ESOL	Manatee	N/A - Cohort 39	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ESOL	Manatee	N/A - Cohort 40	N/A	managed enrollment	Online asynchronous	N/A	10	32	320	35	online
ABE	Manatee	Main day - Cohort 41	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main day - Cohort 42	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main day - Cohort 43	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main day - Cohort 44	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main aft - Cohort 45	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main aft - Cohort 46	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main aft - Cohort 47	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main aft - Cohort 48	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main eve - Cohort 49	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main eve - Cohort 50	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	Main eve - Cohort 51	Bradenton	managed enrollment	In-person	4	10	32	320	14	Manatee Technical College Main Campus
High School Equivalency (GED)	Manatee	Main eve - Cohort 52	Bradenton	managed enrollment	In-person	4	10	32	320	10	Manatee Technical College Main Campus
ABE	Manatee	N/A - Cohort 53	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	20	online
High School Equivalency (GED)	Manatee	N/A - Cohort 54	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	10	online
ABE	Manatee	N/A- Cohort 55	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	20	online
High School Equivalency (GED)	Manatee	N/A - Cohort 56	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	10	online
ABE	Manatee	N/A - Cohort 57	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	20	online
High School Equivalency (GED)	Manatee	N/A - Cohort 58	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	10	online
ABE	Manatee	N/A - Cohort 59	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	20	online
High School Equivalency (GED)	Manatee	N/A - Cohort 60	Bradenton	managed enrollment	Online asynchronous	N/A	10	32	320	10	online

Integrated Education and Training (IET) Offering Summary

[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]	[J]	[K]
IET Program Title	Program Number	Status of IET Program for the 2025-26 Year (Active/Inactive)	County	Instructional Site Name	Occupational/Cluster Focus	Educational Functioning Levels to be Served	IET is affiliated with the AGE program (section 231) or Corrections Education (section 225) programs (Yes/No)	Projected # of AGE students to participate in the IET	IET is affiliated with IELCE program (section 243) (Yes/No)	Projected # of IELCE students to participate in the IET
Advanced Manufacturing	2412151	Active	Manatee	Manatee Technical Colllege	Manufacturing Home	5, 6	NO	0	YES	10
Global Logistics	2412171	Active	Manatee	Manatee Technical Colllege	Transportation, Distribution, & Logistics Home	5, 6	NO	0	YES	5
Paraprofessional	2412051	Active	Manatee	Manatee District Schools	Education & Training Home	5, 6	YES	0	YES	2
CDL License	2411171	Active	Manatee	Fleet Force Truck Driving School	Transportation, Distribution, & Logistics Home	5, 6	YES	0	NO	3
Phlebotomy	2412101	Active	Manatee	Manatee Technical Colllege	Health Science Home	5, 6	NO	0	YES	0

Adult Education Personnel Chart

	Part-Time (Less than 30 hrs. per week)	Full Time (30 hrs. or more per week)	Total
Type of Personnel	**# of Personnel**	**# of Personnel**	
Administrators	0	2	2
Counselors	0	4	4
Instructors	40	0	40
Paraprofessionals	0	0	0
Volunteers	0	0	0
Total Personnel	**40**	**6**	**46**
Experience of Personnel			
Less than 1 Year Experience	6	2	8
1-3 Years of Experience	9	0	9
More than 3 Years of Experience	25	4	29
Total Counts	**40**	**6**	**46**
Certification of Personnel			
No Certification	8	2	10
Adult Education Certification	0	0	0
K-12 Certification	24	4	28
Special Education Certification	7	2	9
TESOL Certification	15	3	18
Total Counts	**54**	**11**	**65**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	Manatee County School District
B) DOE Assigned Project Number:	
C) TAPS Number:	26B022 (AGE)

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	OBJECT	Account Title and Narrative	FTE POSITION	AMOUNT	% Allocated to This Project
5400	120	**Salary: Classroom Teacher:** teachers providing instruction in ABE, GED, Adult ESOL, and IET	10	$ 414,244	100%
5400	210	**Benefits: Retirement**		$ 58,118	100%
5400	220	**Benefits: FICA**		$ 31,690	100%
5400	240	**Benefits: Workers Compensation**		$ 4,142	100%
5400	360	**Purchased Services: Rentals**: annual licenses/subscriptions for online programs to support instruction in all AGE programs to include Burlington English, Talking Points, and Aztec Software (ending 6/30)		$ 78,870	100%
5400	520	**Textbooks**: to support instruction in ABE, GED, Adult ESOL, and IET		$ 1,534	100%
6100	130	**Salary: Other Certified**: Full-time counselors to enroll, place, and set career goals with AGE students	1.5	$ 84,728	100%
6100	210	**Benefits: Retirement**		$ 11,887	100%
6100	220	**Benefits: FICA**		$ 6,482	100%
6100	230	**Benefits: Group Insurance - Health**		$ 10,366	100%
6100	230	**Benefits: Group Insurance - Life**		$ 182	100%
6100	240	**Benefits: Workers Compensation**		$ 847	100%
7200	792	**Indirect Cost** at district approved rate of 5.57%		$ 39,162	
			D) TOTAL	$ 742,252	

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. 9.4

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the 2025-2026 Perkins V Postsecondary Grant in the Amount of $182,303.00 (Incoming Federal Grant Funds)

Executive Summary
The Strengthening Career and Technical Education for the 21st Century Act (Perkins V), Career and Technical Education Postsecondary Programs Section 132 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 Postsecondary grant is to develop more fully the academic and technical skills of postsecondary education students who elect to enroll in career and technical education (CTE) programs. This is an entitlement grant. Program year 2025-2026 is a continuation year in the grant cycle. The School Board of Manatee County is allocated an estimated $182,303.00 (allocation is subject to change, based on Florida's federal award). The postsecondary grant will support postsecondary CTE at Manatee Technical College.

A copy of the grant application is attached for review.

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

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

Recommendation
The Superintendent recommends approval to apply, accept and expend the 2025-2026 Perkins V Postsecondary Grant in the amount of $182,303.00 (Incoming Federal Grant Funds).

Financial Impact
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 $182,303.00 for the period July 1, 2025 to June 30, 2026. There is no significant difference in how this budget will be spent over last year, including partial salary and benefits for the Career Pathways Coordinator and a teacher for MTC's Disability Resource Center, instructional software and equipment, dues/fees and travel for professional development and Career and Technical Student Organizations, and indirect costs to cover District-level grants accounting and finance related to this project.

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

Attachments:
2025-2026 Perkins V Postsecondary Grant Application

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	Perkins V – Postsecondary **TAPS NUMBER: 26B005**	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:**	**D)** Applicant Contact & Business Information	
$182,303	Contact Name: **Doug Wagner** Fiscal Contact Name: **Lauri Menard**	Telephone Numbers: **941-751-7900 x 46001** **941-708-8770 x 41148**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **215 Manatee Avenue W.** **Bradenton, FL 34205**	E-mail Addresses: wagnerd@manateeschools.net menard2l@manateeschools.net
	Physical/Facility Address: **6305 E. State Road 70** **Bradenton, FL 34203**	UID number: **XKGXG94KMH65** FEIN number: **59-6000728**

CERTIFICATION

I, **Kevin Chapman**, (*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) _____ **Interim Superintendent** _____

Signature of Agency Head | Title | Date

Pending Board approval.

Perkins V: 2025-2026 Program of Study

Program Name:		Program Code and/or CIP	Participating Schools and Institutions	Accelerated Credit Opportunity(ies)
Secondary	*Middle School:*			
	High school: Building Trades and Construction Design Technology	8722000	Bayshore High School, Palmetto High School	Building Trades and Construction Design Technology 1-3 (8722010, 8722020, 8722030): Building Construction Assistant BCV0080 Building Trades and Construction Design Technology 4 (8722040): Carpentry and Masonry Technician BCV0081
Postsecondary	*Registered Apprenticeship:*			
	***Technical College/Center*:** Building Construction Technologies	I460401	Manatee Technical College	OCP-A: ETI1701 Industrial Safety—3 credit hours; BCN2230 Building Construction Materials and Methods—3 credit hours. OCP-B: BCT2770 Building Construction Estimating—3 credit hours. NCCER Statewide Articulation
	FCS Institution: Construction Management Technology	1646041201	State College of Florida Manatee-Sarasota (SCF)	
	University: Construction Management /Engineering		University of South Florida (USF)	

2025–2026 Postsecondary CTE Assurances

Applicants must thoroughly read the assurances and acknowledgements prior to determining whether to submit an application. If an applicant is awarded funds, the applicant will become a grantee and must agree to all terms and conditions herein.

The agency head must initial each item in the space provided. Failure to assure compliance with each of the following requirements will result in the rejection of the application.

Manatee County School District hereby acknowledge and agrees to the statements below.
Name of Grantee

A. **Career and Technica Education Instructional and Programmatic Assurances**

The Grantee agrees:

1. _____ To use the Florida Career and Technical Education Curriculum Frameworks located at http://www.fldoe.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks/ in accordance with Rule 6A-6.0571 to plan, deliver and assess instruction.

2. _____ To ensure that all postsecondary career and technical education instructors and faculty employed by school districts meet the minimum requirements and abide by the provisions set forth in the applicable sections in Chapter 1012 Personnel of the Florida Statutes; or (for FCS institutions)

3. _____ To ensure that all career and technical education instructors and faculty meet the minimum credential requirements set forth by the FCS institution's Board of Trustees and the Southern Association of Schools and Colleges (if applicable) and abide by the provisions in Chapter 1012, Subpart B of the Florida Statutes.

4. _____ To provide local professional development as defined in Perkins V Section 3(40) for staff and faculty and ensure participation in state-provided professional development and meetings as appropriate and deemed mandatory by the state.

5. _____ To offer at least one program of study (Sec. 134(b)(2)) that meets all of Florida's Programs of Study Standards at http://www.fldoe.org/academics/career-adult-edu/Perkins/ProgramsofStudy.stml.

6. _____ To collaborate with local workforce development boards and other local workforce agencies, one-stop delivery systems described in Section 121(e)(2) of the Workforce Innovation and Opportunity Act (29 U.S.C. 3151(e)(2)), and other partners to provide—
   a. _____ career exploration and career development coursework, activities, or services;
   b. _____ career information on employment opportunities that incorporate the most up to-date information on high-skill, high-wage, or in-demand industry sectors or occupations, as determined by the Comprehensive Local Needs Assessment; and
   c. _____ an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program. (Sec. 134(b)(3))

7. _____ To provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.

8. _____ To prepare career and technical education participants for non-traditional fields.

9. _____ To provide equal access for special populations to career and technical education courses, programs, and programs of study.

10. _____ To ensure that members of special populations will not be discriminated against on the basis of their status as members of special populations.

B. **Comprehensive Local Needs Assessment (CLNA)**

The Grantee agrees:

1. _____ To ensure that all eligible postsecondary career and technical education programs being supported with Perkins funds meet Florida's Perkins V Postsecondary Size, Scope and Quality (SSQ) Standards at http://fldoe.org/academics/career-adult-edu/Perkins/clna.stml (Sec. 134(c)(2)(B)(i); Sec. 135(b)). Starting in program year 2020–2021, newly implemented postsecondary programs utilizing Perkins funds that are being brought into SSQ compliance must meet all SSQ criteria within a timeframe less than the total length of the program. Newly implemented programs must have students enrolled as a condition to utilize Perkins funds for support.

2. _____ 134(c)(2)(B)(ii)).

3. _____ To maintain all relevant documentation relating to need identification and stakeholder engagement for 5 years beyond the time of submission to the FDOE.

4. _____ To ensure that stakeholder engagement required in Sec. 134(d) and Sec. 134(e) will take place to inform updates to the comprehensive local needs assessment, labor market alignment, implementation of programs and programs of study, implementation of work-based learning, and the coordination of local resources.

C. **Program Performance: Program Improvement and Data Reporting**

The Grantee agrees:

1. _____ To adhere to the prescribed data collection and reporting requirements from the FDOE and as mandated by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V). Annually, the FDOE will publish data reporting handbooks identifying all reporting requirements and formats. Failure to report accurate and complete data during the required reporting periods may result in the return of funds.

2. _____ To ensure accurate and detailed reporting, as mandated by Perkins V by making every effort to collect social security numbers without coercion or to use a Florida student identification number associated with a social security number for all career and technical education participants, as specified under s. 1008.386, F.S.

3. _____ To accept that failure to collect social security numbers can result in a negative impact on any performance measure that requires follow-up into other postsecondary education and employment and that without a social security number additional data collection on exit outcomes may be required to be collected and submitted through a supplemental process.

4. _____ To accept that each eligible recipient will be expected to meet the local agreed upon performance levels for each postsecondary performance measure beginning with the data in program year 2020-2021.

5. _____ To accept that performance on the Perkins V measures is based on each recipient's accurate data submission of student performance data as reported to the state.

6. _____ To accept the requirements to implement additional program improvement measures and/or activities if the eligible recipient is not meeting 90% of the required performance target for any measure.
7. _____ To address disparities or gaps in performance as described in Section 113(b)(3)(C)(ii)(II) in the coming plan year, and if no meaningful progress has been achieved prior to the third program year, additional actions will be taken to eliminate those disparities or gaps.

Grants and Fiscal Management and other Federal and State Administrative Provisions

The Grantee agrees:

1. _____ To accept the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Four Year Plan (July 1, 2020 to June 30, 2024) grant period, the funds are appropriated annually and FDOE will evaluate eligible recipient's grant application each program year. Grantees agree to expended Perkins V funds on eligible career and technical education (CTE) programs that:
    i. _____ document a need specified within the Comprehensive Local Needs Assessment (CLNA) in accordance with Perkins V Section 134(c–e)
    ii. _____ meet the Perkins V requirements for sufficient Size, Scope and Quality as specified in Florida's *Perkins V State Plan* in accordance with Perkins V Section 134(c)(2)(B)(i) and

iii. _____ coincide with the Requirements for Uses of Funds in accordance Perkins V Section 135

2. _____ To assure that Perkins V funds will only be used to support the following eligible postsecondary career and technical education programs: career certificate, applied technology diploma, college credit certificate, Associate in Applied Science degree, Associate in Science degree, related technical instruction associated with a registered pre-apprenticeship/apprenticeship program.

3. _____ To accept overall responsibility for ensuring that the grant funds are managed in accordance with Florida's *Perkins V State Plan*, Sections 134 and 135 of Perkins V, GEPA, OMB Circulars, UGG, EDGAR, Project Application and Amendment Procedures for Federal and State Programs (*Green Book*), any other relevant statutes, and regulations for guidance.

Furthermore, the applicant accepts the responsibility to use fiscal internal control and accounting procedures that will ensure the proper disbursement of, and accounting for, federal funds. Applicable federal regulations include:

i. _____ Education Department General Administrative Regulations (EDGAR) http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

ii. _____ 2 CFR 200 in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

4. _____ To retain records for financial transactions and supporting documentation for auditing purposes. If records are requested by the FDOE or the State of Florida Division of Financial Services, all records must be provided. Records should be maintained for **five years** from the last day of the program or longer if there is an ongoing investigation or audit.

5. _____ To accept the requirement that the FDOE will monitor grantee's compliance with program and fiscal requirements according to applicable federal and state laws and regulations specified by:
   - 2 CFR 200 of the Uniform Guidance https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards.
   - Florida Department of Financial Services ***Reference Guide for State Expenditures*** https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf and guidelines published in the Florida Department of Education's ***Green Book*** available at http://www.fldoe.org/finance/contracts-grants-procurement/grants-management/project-application-amendment-procedur.stml.
   - The DCAE, ***Quality Assurance Policies, Procedures and Protocols Manual*** is available at http://www.fldoe.org/academics/career-adult-edu/compliance/.

6. _____ To ensure that funds received through this grant will be used to supplement Perkins V CTE program operating funds and will in no case be used to supplant local and state funding for such programs.

7. _____ To maintain Personnel Activity Reports (also referred to as Time and Effort Reports) for all applicable federal and state funded employees and ensure that these reports are signed by the employee and the supervisor.

8. _____ To accept that FDOE contract managers will periodically review the progress made on the implementation of your local plan.

9. _____ To submit a completed DOE 399 form, Final Project Disbursement Report, and the Projected Equipment Purchases Form to the FDOE, Comptroller's Office, by August 20, 2026.

10. _____ To accept that equipment purchased under this program must follow the Uniform Guidance found at https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

11. _____ To ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf

12. _____ Sanctions may include, but are not limited to, placing the Grantee on a Corrective Action Plan (CAP), cancellation or termination of the contract, repayment of funds to the Agency, reduction in current year funds, reduction in future funds, withholding of payments in whole or in part, and the seeking of other remedies as may be provided by this contract law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Grantee receipt of written notice thereof from FDOE.

E. **Data Privacy and Security**

The Grantee agrees:

1. _____ To comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), a federal privacy law administered by the U.S. Department of Education. FERPA and its implementing regulations (34 Code of Federal Regulations [CFR] part 99) protect the privacy of students' education records and afford parents and eligible students certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personal identifiable information (PII) from education records. Unless expressly indicated in 20 U.S.C. 1232g, FERPA prohibits the disclosure of PII from education records without written consent. For the full text of 20 U.S.C. 1232g, see the Office of the Law Revision Counsel's United States Code Web page at http://uscode.house.gov/view.xhtml?req=(title:20%20section:1232g%20edition:prelim). The US ED provided information on FERPA on this site: https://studentprivacy.ed.gov/ferpa.

2. _____ To ensure access to individual records will be stringently controlled through technical security conventions and passwords, complimentary to those established by Northwest Regional Data Center. Appropriate computer passwords and Login ID's shall be assigned to users in order to establish each user's data access authority only to the records or data elements required to complete federal- or state-mandated activities.

3. _____ To comply with records retention schedules established by the Florida Department of State, Division of Library and Information Services, Records management program, consistent with the requirements of Section 257.36, Florida Statutes.

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

Kevin Chapman _____
Print Name of Agency Head

_____
Signature of Agency Head

Doug Wagner _____
Print Name of Program Contact

_____
Signature of Program Contact

Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement

A. Please Respond to the Following Questions:

Question	Response
i. Describe the process your agency will use to conduct the required biennial CLNA during the 2025-2026 program year. The results from this CLNA will guide the updates for your agency's Perkins V high priorities that will be implemented in the 2026-2027 and 2027-2028 program years. ii. Describe the process your agency will implement to engage and consult with stakeholders to conduct the required biennial 2025-2026 CLNA, and identify any new stakeholders not previously involved in the process and how they are providing input into the CLNA development in accordance with section 134(e). iii. Describe what fiscal resources will be needed to effectively conduct the biennial 2025-2026 update to the CLNA. Possible resources needed may include, but are not limited to, outside consultants, additional staff, travel expenditures, and funds needed to conduct meetings.	i. Manatee Technical College (MTC) will conduct surveys, hold meetings with required stakeholders, and conduct a performance review/evaluation using available data. ii. MTC will conduct exit surveys of all post-secondary CTE students, as well as survey faculty, including counselors and admin. MTC will get input from its school advisory council, the Board of Governors (BOG) at four meetings throughout the school year. The BOG is made up of reps from business/industry representing all CTE program areas, Chamber of Commerce, the Economic Development Corp., the local work-force development board, and secondary and higher ed. MTC will also get input from all of its program advisory committees (employers) at two meetings each during the year. Articulation, dual enrollment, and program-of-study meetings will also be held with secondary and the state college. iii. No fiscal resources will be needed to conduct the CLNA.

B. Complete the Stakeholder Consultation Summary Table below:

Instructions:

This table must be utilized by the eligible recipient to minimally demonstrate in the RFA how local stakeholders were consulted in conducting the CLNA as required in section 134. This form is a simple table that can be expanded to provide the required narrative.

This table serves as a summary of the process and methods used to consult and identify the stakeholders that were consulted. Extensive documentary evidence such as meeting agendas, meeting minutes, transcripts, surveys, presentations, focus group materials, and any other form of consultation should not be submitted with the application but must be maintained locally. Extensive documentation may be requested as part of a local Perkins V monitoring and compliance review.

CLNA: Stakeholder Consultation Summary Table:

[A] Stakeholder Category Required by Perkins V Law	[B] List the individuals, organizations, associations and other groups consulted locally for this category of stakeholder.	[C] Describe the process and methods (meetings, surveys, focus groups, etc.) used for stakeholder consultation for this category of stakeholder.	[D] List the CLNA component(s) for which this category of stakeholder was consulted.
(i) representatives of career and technical education programs in a local educational agency or educational service agency, including teachers, career guidance and academic counselors, principals and other school leaders, administrators, and specialized instructional support personnel and paraprofessionals	CTE teachers, administrators, support personnel, and counselors from the middle school level through postsecondary education from the School District of Manatee County (SDMC) including Manatee Technical College, and State College of Florida Sarasota-Manatee (SCF)	Meetings with representatives of Manatee County Schools on dual enrollment, programs of study, articulation, and labor market alignment; articulation meetings included district teachers, counselors, assistant directors, and other administrators; career pathways meetings with counselors and other school leaders. Career Pathways Coordinator on campus once a week. MTC and district secondary career counselors meet at MTC once per year. Secondary CTE instructors were surveyed. District Adult Career Technical Education dept. (ACTE) met monthly with post-secondary staff to discuss needs, concerns, and plans.	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study, Implementation Progress, Faculty & Staff, Equity & Access
(ii) representatives of career and technical education programs at postsecondary educational institutions, including faculty and administrators	CTE Teachers, Career Counselors, Assistant Directors, Director of Manatee Technical College	MTC faculty are surveyed three times per year. Meetings were held with reps of SCF on articulation. Counselors and career advisors met twice at MTC. A career counselor from SCF regularly visited MTC to meet with students. MTC assistant director is chair of health services advisory board for SCF and serves on SCF nursing program and simulation advisory boards.	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study, Implementation Progress, Faculty & Staff, Equity & Access

(iii) representatives of the State board or local workforce development boards and a range of local or regional businesses or industries	Representatives from CareerSource Suncoast (local workforce board), the Manatee County Chamber of Commerce, Bradenton Area Economic Development Council, business and industry representing MTC program areas/serving on program advisory committees and/or MTC School Advisory Council (known as the Board of Governors)	Employers and business/industry reps including CareerSource Suncoast, the EDC, Chamber serve on program-level Advisory Committees that meet twice a year and Board of Governors that meet four times per year. They are also surveyed twice per year. Chamber of Commerce, Education / Workforce Committee meetings. MTC director serves on EDC board. MTC Director serves on the local workforce board.	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study
(iv) parents and students	MTC postsecondary CTE students	Exit surveys, participation in advisory committee meetings	Student Performance, Size Scope Quality, Labor Market Alignment, Implementation Progress, Faculty & Staff, Equity & Access
(v) representatives of special populations	Division of Vocational Rehab county representatives, School District ESE dept, REACH Manatee (Manatee County's Local College Access Network), MTC Postsecondary CTE Students	-Survey VR & ESE on how Disability Resource Center meets the needs of those with physical/mental disabilities -Track FAFSA data to better reach and support low-income & minority identifying students -Exit surveys	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study, Implementation Progress, Faculty & Staff, Equity & Access
[A] **Stakeholder Category Required by Perkins V Law**	**[B]** **List the individuals, organizations, associations and other groups consulted locally for this category of stakeholder.**	**[C]** **Describe the process and methods (meetings, surveys, focus groups, etc.) used for stakeholder consultation for this category of stakeholder.**	**[D]** **List the CLNA component(s) for which this category of stakeholder was consulted.**
(vi) representatives of regional or local agencies serving out-of-school youth, homeless children and youth, and at-risk youth (as defined in section 1432 of the	Team Success, Take Stock in Children (at-risk youth), Project HEART (homeless youth)	Meetings with college and career advisors to review goals and track success	Student Performance, Size Scope Quality, Labor Market Alignment, Programs of Study,

Elementary and Secondary Education Act of 1965)			Implementation Progress, Faculty & Staff, Equity & Access
(vii) representatives of Indian Tribes and Tribal organizations in the State (where applicable)	*"N/A"*		
(viii) any other stakeholders that the eligible agency may require the eligible recipient to consult (if applicable)	*"N/A"*		

C. Size, Scope and Quality (SSQ) for CTE Postsecondary Programs

The purpose of this section is to give local eligible recipients an opportunity to provide information related to size, scope and quality of career and technical education programs.

i. **Populate the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook with the required SSQ information.**
ii. Complete the following narrative summary.

Postsecondary Programs Narrative Summary for SSQ

		RESPONSE
(a) SIZE: Intentionally Designed Pathways	Do all CTE postsecondary programs offered by your agency provide an opportunity for students to complete an entire CTE program? (Institution offers the entire program length and not just part of the program.) Identify those programs (CIP #, program number and title) that do not permit students to become a full program completer (if applicable).	Yes. All (100%) CTE postsecondary programs at Manatee Technical College provide an opportunity for students to complete an entire CTE program. MTC offers entire programs (not just part of the program).
(b) SCOPE: Business and Industry Engagement and Workforce Alignment	Provide a summary description for how your agency's CTE postsecondary programs strategically engage business and industry to ensure the program meets workforce demand as substantiated by the CLNA Labor Market Alignment.	All programs must have an advisory committee who are stakeholders in that program. At least 51% must be employers of the occupation for which the program trains students. Advisory committees meet a minimum of two times per year, document wages paid and validate workforce alignment.

(c) **QUALITY: Engaging Instruction**	Provide a summary description for how your agency's CTE postsecondary programs provide instruction that integrates academic, technical and employability skills and how those programs support the integration of academic skills into your CTE programs.	All programs follow the FLDOE curriculum frameworks, which integrate academic, technical and employability skills. Programs also integrate these skills when preparing students for certification/licensure. Programs participate in CTSOs.
(d) **QUALITY: Appropriate Instructional Supports**	Provide a summary description for how your CTE postsecondary programs provide instruction that incorporates relevant equipment, technology, and materials to support learning.	MTC relies on input from advisory committees (business/industry) to ensure instruction is relevant and that equipment and technology are the standard in industry. To further support learning, programs participate in CTSOs, and industry partners provide guest speakers, mentors, and work-based learning opportunities.
(e) **QUALITY: Prepared and Effective Faculty and Staff**	Provide a summary description of how your CTE postsecondary programs provide CTE instructors support to maintain up to date skills and knowledge necessary to support learning.	CTE instructors maintain up to date skills and knowledge through participation in FACTE and other industry and education association conferences, workshops, and trainings that are specific to each program area, industry accreditations, twice-yearly in-services, as well the professional development offered through the District and the District's CTE Division.

iii. **List High-Priority SSQ Needs:** As a result of your CLNA review, provide a **numbered list** of the high-priority need(s) that will be addressed in the 2025–2026 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to match budget expenditures to these needs in the 2025–2026 program year. Add additional rows as necessary.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more up-to-date technology/equipment for instruction in current and emerging occupations.
2	Need for more employability skills to help students with job placement and retention.
3	Need for more tools to help students prepare for certification exams.
4	Need for more team building and leadership training.

Add additional rows, as needed

D. Labor Market Alignment (LMA)

The purpose of this section is to give local eligible recipients an opportunity to make changes, provide updates and add new Labor Market Alignment programs to their original local plan.

i. **Populate the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook with the required LMA information. Include new programs and update any changes in criteria for program(s) in the columns provided.**

ii. As a result of your CLNA review of labor market alignment, indicate if your district has identified programs that will be phased out and/or programs that you are considering for program development in the program year from 2024 2025–2025 2026. If your district has identified these programs, please complete the appropriate table.

Programs to be Phased Out (if applicable)

Program Number/CIP	Program Name	Program Type (A.S., CCC, Career Certificate, Applied Technology Diploma, Apprenticeship)	# of 2024 –2025 Enrolled Students	# of sites which this program is offered	Last Year Program will be offered
J200200	Mechatronics Technology	Career Certificate	0	1	2024-25

Insert rows as needed

iii. Programs Considered for Development (if applicable)

Program Number/CIP	Program Name	Program Type (A.S., CCC, Career Certificate, Applied Technology Diploma, Apprenticeship)	Documentation of Local Need
T640300	Aviation Airframe Mechanics	Career Certificate	Regional Demand Occupations List; Airport, EDC, Employer Request
T640400	Aviation Powerplant Mechanics	Career Certificate	Regional Demand Occupations List; Airport, EDC, Employer Request

Insert rows as needed

E. Development and Implementation of CTE Postsecondary Programs and Programs of Study (POS)

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to program and program of study development and implementation.

i.

		RESPONSE
a.	**Alignment**: Which of your district's locally offered programs would benefit from additional secondary or postsecondary program, course, and/or curriculum alignment?	Advanced Manufacturing, Applied Cybersecurity, Computer Aided Drafting & Modeling, Computer Systems & Information Technology
b.	**Acceleration:** Which programs of study, or potential programs of study, would benefit from additional accelerated credit opportunities, including dual or concurrent enrollment, local/statewide articulation agreements, or aligned, academic accelerated credit courses?	Practical Nursing
c.	**Coordination:** Which program areas are un- or underrepresented on your advisory council(s)?	Education & Training

ii. **List High-Priority CTE Programs and Programs of Study Needs:** As a result of your CLNA review and updates of SSQ, LMA, and POS criteria, provide a list of the high-priority need(s) that will be addressed in the 2025–2026 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to match budget expenditures to these needs in the 2024 2025–2025 2026 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more alignment of programs with high schools and state colleges.
2	Need for continued coordination with Career Pathways Specialist.
3	Need for continued participation in CTSOs.
4	Need for more dual enrollment opportunities.

Add additional rows, as needed

F. Recruitment, Retention, and Training of Teachers, Faculty and All Other Professionals

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to recruitment, retention and training of CTE personnel.

i.

		RESPONSE
a.	Provide an overview of your district's process and method for evaluating existing efforts of recruitment, retention, and training of career and technical education teachers, faculty, specialized instructional support personnel, paraprofessionals, and career guidance and academic counselors, including individuals in groups underrepresented in such professions and what the evaluation revealed about those efforts.	MTC has a Professional Development Committee. The PD committee surveys faculty and staff on matters pertaining to professional development, retention, and training. They are surveyed twice per year. Some areas of training have been student management system, learning management system, MOS training, technology, distance learning, and teaching the adult learner. The evaluations revealed that many MTC instructors are requesting new teacher training and mentoring, content-area specific training, use of technology in teaching, updated equipment, and Artificial Intelligence (AI).
b.	Provide an overview of your district's process and method for evaluating whether the agency has underrepresented individuals in the professions.	MTC follows District protocol regarding faculty and staff diversity. For any posted vacancy, the director (or assistant director) interviews a minimum of four direct qualified transfer candidates, one of whom must be a minority candidate, if available. If less than four direct qualified transfer applicants apply for a posted vacancy, all are interviewed. Diversity, equity and inclusion is under ongoing evaluation. One method is to audit hiring procedures and job ads.
c.	Provide a summary description of what the evaluations (existing efforts on recruitment, retention, and training; underrepresented individuals) revealed and any changes that will be made to address areas of concern that surfaced from conducting this needs assessment.	Evaluation revealed pay was the biggest impediment to recruitment. Evaluation of labor market revealed a need to increase part-time hourly pay. Recruitment of nursing and welding faculty and staff remains an issue. The District is working with CareerSource and business/industry to recruit faculty and staff.

ii. **List High-Priority CTE Programs and Programs of Study Needs:** As a result of your CLNA review and updates of SSQ, LMA, and POS criteria, provide a list of the high-priority need(s) that will be addressed in the 2024 2025–2025 2026 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to match budget expenditures to these needs in the 2024 2025–2025 2026 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for training on new and changing technologies.
2	Need for training at professional/association conferences and/or vendor schools.
3	Need for training on how to teach adults.
4	Need for training on how to report learning outcomes.

Add additional rows, as needed

G. Evaluation of Performance on Perkins Accountability Measures

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to Perkins performance data. Eligible recipients may use prior performance data, local level data reports, and/or projected performance data to identify anticipated performance gaps.

i. **Complete the following narrative summary. Performance Review:**

	RESPONSE
a. **Underperformance**: Using the last three years of available data, list by year the agency's Perkins performance indicators that performed under 90% of the local agreed upon performance level.	Underperformance in Non-traditional Program Concentration all three years: **3P1** 21-22: 10.93%, 22-23: 12.95%, 23-24: 12.29%
b. **Gaps**: Using the most recent available data, identify subgroups and special populations that performed below the agency's total performance level.	Male, Female, Asian, Black, Hispanic/Latino, Two or more races, Individuals with Disabilities, Individuals from Economically Disadvantaged Families, Single Parents, Out of Work Individuals, English Learners, Homeless Individuals, Youth in Foster Care
c. **Trends**: Using the last three years of available data, identify which Perkins performance indicators have trended upward or downward.	1P1 has trended consistently upward each year: 75.00%, 78.82%, 80.27% 2P1 has also trended upward each year: 80.39%, 86.83% 86.99% 3P2 trended significantly upward from 10.93% in 2021-22 to 12.95% in 2022-23, and then dipped slightly to 12.29% in 2023-24
d. **Root Causes**: Based on root cause analysis, list factors that likely contributed to the identified underperformance, gaps, and trends.	Predominantly female careers in general pay less than predominantly male careers, making them less attractive to males of all races/ethnic groups. Single parents, English learners, and youth in foster care are subgroups with some of the biggest incentives for higher paying careers.

ii. **List High-Priority CTE Performance Needs:** As a result of reviewing past performance data for Perkins V performance measures and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the 2024 2025–2025 2026 program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2024 2025–2025 2026 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more education on career earning potential.
2	Need for more education on career opportunities.
3	Need for more education on career pathways.
4	Need for more outreach and recruitment.

Add additional rows, as needed

H. Progress Toward Implementation of Equal Access to High-Quality Career and Technical Education Courses and Programs of Study for All Students

The purpose of this section is to give local eligible recipients an opportunity to identify high priority needs related to equal access to CTE programs.
Complete the following narrative summary.

Equal Access:

	RESPONSE
a. Evaluate the local implementation of strategies and policies to provide the resources, social services, and academic support that certain students need to succeed in school.	MTC strives to ensure that all students have the resources, social services and academic support to succeed in school via student services, counseling, facilities, and instruction, including remediation. Evaluation conducted through student exit surveys confirmed satisfaction by the majority of students surveyed with MTC provision of resources and academic support.
b. Evaluate the local implementation of strategies to overcome barriers, both intentional and unintentional, that result in lower rates of access to, participation in or performance gaps in, the courses and programs for special populations.	Distance learning and hybrid programs were added to increase access and participation. Student exit surveys confirmed satisfaction with these measures for the majority of participants. To help students overcome barriers, a 504 plan is developed for every student who self-identifies and is determined to be in need. MTC has a remediation lab staffed by a certified teacher to provide additional academic support. In the last student exit survey, the majority of students indicated that the remediation was helpful and that their instructor helped them increase their knowledge and skills.
c. Evaluate the local implementation of programs that are designed to enable special populations to meet the local levels of performance; and	A Disability Resource Center was established in 2023-24. All survey responses from agencies that support special needs students at MTC indicated that the new MTC Disability Resource Center is making it easier to support these students.
d. Evaluate the local implementation of activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations in competitive, integrated settings that will lead to self-sufficiency.	All CTE postsecondary programs are of adequate size, scope and quality and provide work-based learning opportunities to prepare all students for careers that will lead to self-sufficiency. In the last student exit survey, the majority of students indicated their CTE program met their expectations and that their instructor cared about them, their progress, and their successful program completion.

ii. **List High-Priority Equity and Access Needs:** As a result of your CLNA review of the implementation of equal access to high-quality career and technical education courses and programs of study for all students and any additional findings resulting from implementation during the past program year, provide a list of the high-priority need(s) that will be addressed in the current program year.

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2024 2025–2025 2026 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for more help for potential students with the application and financial aid process.
2	Need for improved student financials processes.
3	Need for distance learning and hybrid programs.
4	Need for flexible schedules and improved accessibility or times available and alternative delivery modes.

Add additional rows, as needed

I. Other Identified Postsecondary Needs from Comprehensive Local Needs Assessment (If Applicable)

The following question is optional and designed to provide an additional opportunity to share other needs identified as part of the CLNA.

i. **List Other High-Priority Needs:** As a result of your CLNA review or any additional findings resulting from implementation in the past program year, list other priority needs not captured by previous questions in this section (e.g., training of school counselors/advisors on CTE and career planning and advising; continued engagement of stakeholders; support for advisory councils).

Note: List only needs (areas of potential growth and improvement), as opposed to solutions/initiatives/plans/expenses or other approaches to meeting the identified needs. Provide the list as a sequentially numbered list (1, 2, 3, etc.), not a ranked priority list. The list will be used to track budget expenditures to these needs in the 2024 2025–2025 2026 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	Need for maintaining equipment.
2	Need to continue to meet industry demand.
3	Need to keep up to date with current and emerging technologies and occupations.
4	

Add additional rows, as needed

Section 2. Primary Program of Study and CTE Postsecondary Programs for 2025–2026

NOTE: In accordance with Florida's *Perkins V State Plan*, during the 2024 2025–2025 2026 program year, each eligible recipient will be required to use Perkins funds to support only those CTE programs that:

- meet size, scope and quality requirements;
- meet labor market alignment requirements; and
- meet a need identified in the agency's 2023–2024 Comprehensive Local Needs Assessment program year that are supported by the CLNA.

In addition, eligible postsecondary recipients must offer not less than one CTE program of study that meets all of the state requirements. A list of the program of study requirements can be found in **Attachment A** of this RFA and in the *Perkins V Implementation Guide*.

In submitting your primary program of study and listing your compliant programs of study, your agency is attesting to the fact that the submitted primary program of study and the other programs of study will meet all state required elements throughout the 20242025–2025 2026 program year.

A. Perkins-Fundable Programs

The purpose of this section is to give local eligible recipients an opportunity to identify all CTE postsecondary programs that meet the SSQ (or in SSQ development) and LMA state requirements that will be supported with Perkins V funds during the 2024 2025–2025 2026 program year.

- **Complete the Fundable Programs portion of the Program Needs Assessment worksheet in the Postsecondary CLNA and Budget Excel Workbook and indicate the CTE postsecondary programs that meet all state requirements for funding eligibility.** CTE postsecondary programs with expenses included on the Budget Narrative Form: DOE 101 must appear as fundable on the Program Needs Assessment worksheet.
- See the *Perkins V Implementation Guide* for further instructions on how to complete the Fundable Programs portion of the Worksheet.

B. 2024 2025–2025 2026 Programs of Study

The purpose of this section is to give local eligible recipients an opportunity to identify all postsecondary CTE programs that meet the state's definition of a Program of Study.

Complete the Programs of Study column in the CLNA Program Summary Worksheet in the Postsecondary CLNA and Budget Excel Workbook and identify all compliant programs of study.

- See the *Perkins V Implementation Guide* for further instructions on how to complete the Programs of Study Worksheet.

C. Template for the Submission of the 2024 2025–20265 Primary Postsecondary Program of Study

The purpose of this section is for local eligible recipients to submit their annual required primary program of study for the 2024 2025–2025 2026 program year on the Perkins V template located in **Attachment B.** The primary program of study MUST be submitted on the Perkins V template. Programs of study submitted on the prior Perkins IV template will not be accepted. An example program of study and further guidance is included in the *Perkins V Implementation Guide* and on the FDOE Program of Study Page.

Complete the Primary Program of Study template in Attachment B.

Perkins V: 2025-2026 Program of Study

Program Name:		Program Code and/or CIP	Participating Schools and Institutions	Accelerated Credit Opportunity(ies)
Secondary	***Middle School:***			
	High school:	8722000	Bayshore High School, Palmetto High School	Building Trades and Construction Design Technology 1-3 (8722010, 8722020, 8722030): Building Construction Assistant BCV0080 Building Trades and Construction Design Technology 4 (8722040): Carpentry and Masonry Technician BCV0081
	Building Trades and Construction Design Technology			
Postsecondary	***Registered Apprenticeship:***			
	***Technical College/Center*:**	I460401	Manatee Technical College	OCP-A: ETI1701 Industrial Safety—3 credit hours; BCN2230 Building Construction Materials and Methods—3 credit hours. OCP-B: BCT2770 Building Construction Estimating—3 credit hours. NCCER Statewide Articulation
	Building Construction Technologies			
	FCS Institution:	1646041201	State College of Florida Manatee-Sarasota (SCF)	
	Construction Management Technology			
	University:		University of South Florida (USF)	
	Construction Management /Engineering			

D. List of Advisory Council Members Overseeing the Primary Program of Study

The purpose of this section is to give local eligible recipients an opportunity to list the members that are involved in the advisory council overseeing the agency's primary program of study. Advisory councils must include, at a minimum, the following stakeholders: representatives from secondary, postsecondary, and business and industry. **Complete the Program of Study Advisory Council Member List table below.**

Postsecondary Program of Study Advisory Council Member List		
Name	**Organization**	**Representation Category** (Secondary, Postsecondary, Business and Industry, Other)
Charlie Woehle	Atlas Building Company	Business and Industry
Loreen Vickers	Bella Vita Homes	Business and Industry
Greg Perry	Keystone Civil	Business and Industry
Dave Revels	Revels Construction	Business and Industry
Donnie Seigert	Tandem Construction	Business and Industry

E. Dissemination of Information on CTE Postsecondary Programs and Programs of Study

Eligible recipients must respond to the narrative question in Part 2-E.

	Response
Describe how postsecondary students—including students who are members of special populations—will learn about your agency's CTE course offerings, and whether each course is part of a CTE program of study in the 2025–2026 program year.	MTC has an active recruitment plan in place with initiatives directed to secondary students and their families. Included in the action plan are a series of open house events and campus tours for high school and middle school students, frequent visits by MTC faculty/staff to local high schools, and targeted events promoting specific programs. MTC promotes its CTE course offerings using online ads and social media. MTC works with community partners to reach our Hispanic population and at-risk students. MTC is part of the Tampa Bay Career Pathways Consortium. The Career Pathways Specialist disseminates information on programs of study.

Section 3. Career Exploration and Guidance

A. Collaboration related to Career Exploration and Guidance with Local Workforce Development Boards

Eligible recipients must respond to the narrative questions in Part 3-A.

		Response
i.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career exploration and career development coursework, activities, or services.	MTC collaborates with CareerSource Suncoast to provide the latest workforce and skills related to current market statistics to include classes for entrepreneurial engagement and resume and interviewing skills by sector and regional need, as well as enrollment in Employ Florida. MTC also works with local non-profit funding agencies (CareerEdge Funders) to provide targeted classes for regional high skill, high wage demand.
ii.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career information on employment opportunities that incorporate the most up-to-date information on high-skill, high-wage, or in-demand industry sectors or occupations.	MTC has dedicated office space for CareerSource Suncoast to work one on one with students providing the most current information as well as classroom presentations on high wage, high skill jobs and in demand industry sectors or occupations. MTC also developed a new webpage to make it easy for CareerSource and area employers to post job openings and for students to apply for those employment opportunities.
iii.	Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program.	Career Counselors provide prospective students with the latest information on regional labor market statistics prior to enrollment. Enrolled/participating students are given updated information on employment and career opportunity advancement through the local workforce board, instructors and support staff while in CTE programs and after graduation. CareerSource Suncoast has a presence on the MTC campus, providing easy access to potential and current students.

Section 4. Continuous Academic Improvement and Academic Integration

A. Promote and Support the Continuous Academic Improvement and Integration

Eligible recipients must respond to the narrative questions in Part 4-A.

	Response
i. Describe how your agency will promote continuous improvement in academic achievement of students in career and technical education programs through rigorous standards for the academic and technical skill components of the program.	MTC will promote continuous improvement by following the curriculum frameworks and aligning program content with standards for students to achieve industry certifications and licensures. Providing opportunities for professional development that promote continuous improvement in student academic achievement.
ii. Describe how your agency will support the integration of academic skills into your CTE postsecondary programs in the 2025–2026 program year.	Academic skills are integrated into the curriculum frameworks and weaved through each program. Instructors are provided professional development opportunities that support the integration of academic skills into the CTE postsecondary programs. Professional development is offered through the ACT Department, as well as through the District and professional associations, such as FACTE and ACTE.

Section 5. Equity and Access for Special Populations

A. Activities Related to Equity and Access for Special Populations as Defined in the Perkins V Act.

Eligible recipients must respond to the narrative questions in Part 5-A.

		Response
i.	Describe how your agency will provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.	Every student has the opportunity to complete the full CTE program. All MTC CTE postsecondary programs provide work-based learning opportunities to prepare all students for careers that will lead to self-sufficiency. A dedicated instructor will assist special needs students directly and serve as a resource liaison for those on Section 504 plans.
ii.	Describe how your agency will prepare CTE postsecondary participants for non-traditional fields.	MTC provides equal access and extra support via counselors and partnering agencies to nontraditional students. MTC invites employers to campus to talk with students about career paths.
iii.	Describe how your agency will provide equal access for special populations to career and technical education courses, programs, and programs of study.	MTC provides equal access for special populations to CTE programs through its application, matriculation and registration processes. Online and in-person pre-semester orientations help students transition to postsecondary education.
iv.	Describe how your agency will ensure that members of special populations will not be discriminated against based on their status as members of special populations in the 2025–2026 program year.	MTC will comply with all federal statutes relating to nondiscrimination. The District will ensure equal opportunity and access in relation to all stakeholders: students, families, and staff within the School District community, by valuing, acknowledging, recognizing, and celebrating everyone in our school system. We are committed to inspiring our school community to be accepting, open minded, and willing to learn from individuals from various backgrounds. Any grievances may be filed with the District's Compliance Officer.

Section 6. Opportunities for Work-Based Learning

A. Activities Related to Work-Based Learning Opportunities

Eligible recipients must respond to the narrative questions in Part 6-A.

		Response
i.	Describe how your agency will provide work-based learning opportunities to students participating in your CTE postsecondary programs and the types of opportunities that will be available.	Work-based learning is a critical component of CTE postsecondary programs at MTC. WBL is offered in 100% of MTC's postsecondary CTE programs. WBL activities include clinical, practicum, cooperative on-the-job training, internship, externship, simulators, and participation in career and technical student organizations.
ii.	Describe how your agency will work with representatives from local businesses/industry to develop and/or expand work-based learning opportunities for CTE postsecondary students in the 2025–2026 program year.	WBL is offered in 100% of MTC's postsecondary CTE programs.

Section 7. Opportunities for Postsecondary Credit for Secondary Students

A. Activities Related to Postsecondary Credit for Secondary Students

Eligible recipients must respond to the narrative question in Part 7-A.

		Response
i.	Describe how your agency will provide students participating in CTE programs with opportunities to gain postsecondary credit while attending high school, such as through dual or concurrent enrollment or early college high school in the 2025–2026 program year.	Manatee provides high school students the opportunity to dual-enroll in postsecondary CTE programs at Manatee Technical College. Programs that are available to them are those with occupational completion points they can achieve within the secondary school year calendar. Acceleration mechanisms available to secondary CTE students are the programs of study and articulation agreements that award credit to students for classes and industry certifications they have already completed at their home high school.

Section 8. Support for CTE personnel

A. Activities Related to Support for CTE Personnel

Eligible recipients must respond to the narrative questions in Part 8-A.

	Response
i. Describe how your agency will coordinate with institutions of higher education to support the recruitment, preparation, retention, and training — including professional development —of teachers, faculty, administrators, school counselors and other guidance personnel (career advisors), specialized instructional support personnel and paraprofessionals, particularly those taking alternative routes to certifications.	MTC refers faculty and other professional personnel to the institutions of higher education that offer the required courses for certification and potential advancement. The District HR department works with institutions of higher education to recruit and prepare personnel. To retain and train teachers, faculty and other instructional support personnel, the University of South Florida has provided professional development on how to teach the adult learner; MTC plans on further collaboration with USF to offer more professional development during future in-services. MTC works with professional groups to communicate with and work with representatives of higher education. MTC also refers faculty and staff to FACTE for online professional development opportunities and to promote opportunities at state institutions of higher ed for graduate level degrees in CTE. MTC is working with FACTE to offer many of the required courses for certification locally on the MTC campus or via an online platform.
ii. Describe how you will identify and support those underrepresented in the teaching profession.	In addition to the actions expressed in 8Ai, the District HR department works with institutions of higher ed to recruit, prepare and retain groups underrepresented in the teaching profession. MTC strives to have its instructional staff reflect the student population.

Section 9. Performance of Special Populations and Subgroups

A. Activities Related to Performance of Special Populations and Subgroups

Eligible recipients must respond to the narrative question in Part 9-A.

	Response
Describe how your agency will address disparities or gaps in performance in special subpopulations and subgroups in each year of the plan. If no meaningful progress is achieved prior to the third program year, describe additional actions that will be taken to eliminate such disparities or gaps in the 2025–2026 program year.	MTC developed and sent to the Board for approval a job description for a recruiter to focus on outreach and recruitment. New info-displays highlighting goal careers, mean annual wages, and top employers will be created for each program to be posted in the building and on the website. Student testimonials will be posted online. Non-traditional students will be highlighted in photos and videos on the website and on social media.

Section 10. Accountability and Program Improvement

All agencies must maintain robust data collection and management systems. In addition, processes must be in place to review program performance on a regular basis. An overview of accountability requirements for Perkins V may be found in **Attachment C** and the *Perkins V Implementation Guide*.

Eligible recipients must respond to the narrative question in Part 10-A.

	Response
Describe the agency's data management information system and practices related to tracking student outcomes, maintaining quality of the data, data privacy, continuous monitoring of program performance, and the ability to identify and quantify any disparities or gaps in performance especially regarding special populations.	MTC's data management information system is Campus Solutions, a centralized student-record database system designed specifically for postsecondary education. *Tracking student outcomes:* With Campus Solutions, Manatee tracks student attendance and grades in each course, as well as OCPs and industry certifications earned. *Maintaining quality of the data*: Data verification reports will be run regularly to identify any inconsistencies or errors in the data per the FLDOE requirements for state reporting. *Data privacy*: To ensure data privacy, students complete an online application. Students have access only to their private information. For staff, the level of access is limited to their need for access. MTC and the School District IT Department maintain data security. Control is accomplished by various levels of access depending on the requirements for each individual. *Monitoring program performance:* Performance reports will be run regularly to monitor OCPs earned by program and individual instructor performance. *Identifying/quantifying disparities/gaps:* Progress reports can be run by site, student, teacher, completion point attained, demographics, to be able to identify and quantify any disparities or gaps in performance for any population group.

Reminder: As part of the 2020–2021 application process, eligible recipients identified the agreed upon levels of performance for the core indicators for each of the program years covered by the local plan. Eligible recipients were held accountable for these performance targets beginning with the data from the 2020–2021 program year. Program Improvement Plans (PIP) were required for those measures not meeting at least 90% of the agreed upon performance level. Procedures for identifying measure performance and submitting PIPs will be provided under separate cover.

Section 11. Support for Reading/Strategic Imperatives (FDOE Requirement)

A. Activities Related to Reading and Strategic Imperatives Included in the State Board of Education's K–20 Strategic Plan

Eligible recipients must respond to the narrative question in Part 11-A.

	Response
Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K–20 Strategic Plan. URL: http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml.	Manatee CTE programs incorporate the goals of the Florida State Board of Education K-20 Strategic Plan. The strategy to achieve Goal 1, highest student achievement, is to increase college readiness and success by utilizing assessments (basic skills assessments, industry certification and licensure exams) to direct learning and student outcomes, providing remediation and/or tutors for students requiring additional assistance to improve reading/math/language and achieve goals, and expanding opportunities for postsecondary degrees and certificates. The strategy to achieve Goal 2, seamless articulation/maximum access, is to maintain affordability and access by providing for dual enrollment opportunities and taking advantage of articulation agreements with higher education through developed programs of study. The strategy to achieve Goal 3, skilled workforce/economic development, is to prepare students for careers by teaching skills in demand in the local economy, ensuring that programs keep curriculum and equipment up to date through local employer participation serving on school and program advisory committees, offering students opportunities to attend career fairs, participate in CTSOs and work-based learning opportunities and offering students the opportunity to earn state and national licensures and industry certifications. Goal 4: MTC supports these goals through efforts to achieve quality efficient services.

Section 12. Federal Programs: General Education Provisions Act (GEPA) (Federal Requirement)

A. Description of process to ensure equitable access

Eligible recipients must respond to the narrative question in Part 12-A.

	Response
For the fiscal year 2025–2026, provide a concise, one-page description of the process to ensure equitable access to, and participation of, students teachers, and other program beneficiaries with special needs. For details, refer to URL: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf.	In accordance with the requirements of Section 427 of the GEPA Public Law 103-382, here set forth is Manatee School District's GEPA Plan to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. No employee, student, applicant for admission or applicant for employment, volunteer, vendor, or member of the public, shall, on the basis of race, color, national origin, gender, disability, marital status, age, genetic information or any other basis prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination or harassment under any educational programs, activities, services, or in any employment conditions, policies or practices conducted by the Manatee County Public School System. The District shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Florida Statutes: Title VII, Title IX, the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973, ADEA, Section 1000.05 Florida Statutes (2005). Accommodations and modifications for students with disabilities: MTC has a Disability Resource Center staffed with an ESE Certified instructor to assist students with special needs. Adult students with disabilities must self-identify and request such services. Students with disabilities are provided accommodations as needed in such areas as instructional methods and materials, assignments, assessments, time demands, schedules, learning environment, assistive technology, and special communication systems. Other support services include personnel, such as interpreters, readers, and tutors. Schools are handicapped accessible.

Section 13. Budget Narrative Requirements and Postsecondary CTE Assurances Form
A. Complete Budget Narrative DOE 101 Form and Postsecondary CTE Assurances Form
Budget Narrative Guidelines: (Local Plan Applications)

All eligible recipients' budget line items will be evaluated and approved based on the CLNA results and written narrative in the local application to support direct alignment of the CLNA results to the proposed Budget expenditures.

Perkins V allows eligible recipients to use funds to develop, coordinate, implement, or improve career and technical education programs to meet the needs identified in the comprehensive local needs assessment.

Therefore, all budget narrative must be aligned with the 2024 2025–2025 2026 CLNA priorities and needs addressed in the narrative sections of this RFA. This information is significant as it relates to how eligible recipients will be allowed to support CTE program costs with Perkins V funds.

i. Eligible recipients must complete and submit a signed **Postsecondary CTE Assurances Form**. This form is located in the attachments section of this RFA.

ii. Eligible recipients must complete and submit the **Budget Narrative Form, DOE 101**, located in the Postsecondary **CLNA and Budget Excel Workbook.**

iii. Budget Narrative must align with the following:
   a. (Sec. 134) Comprehensive Local Needs Assessment Results
   b. (Sec. 135) Requirements for Uses of Funds and
   c. (Sec. 135) Size, Scope, and Quality to be effective.

To meet this requirement of the Perkins V, eligible recipients must provide on the DOE 101, Budget Narrative Form under Column (3), **Account Title and Narrative**, the specified CLNA need, Requirements for the Uses of Funds and *Program number or CIP#, for all budgetary line items supported with Perkins V funds such as salaries, travel, professional development, equipment, supplies, etc.

An example of how to complete the budget form is located in the attachments section. The chart below shows all of the information required for each budget line item (this chart does not include all allowable budget line items).

Account Title	**CLNA Need #**	***Program Number or CIP#**	**Requirements for Uses of Fund #**
Salary	X	X	X
Benefits	X	X	X
Travel	X	X	X
Supplies	X	X	X
Equipment	X	X	X
Textbooks	X	X	X
Admin Cost/Indirect Cost	n/a	n/a	n/a

*Any budget line item for a **particular CTE program** must meet Labor Market alignment standards; therefore, each cost on the budget narrative form must provide program number or CIP# for the appropriate CTE programs.

Strengthening Career and Technical Education for the 21st Century Act (Perkins V),

Postsecondary, Section 132

APPLICATION REVIEW CRITERIA AND CHECKLIST

Place all items requested in the order indicated below.

- All eligible providers must submit all documents electronically to FDOE Office of Grants Management in the established ShareFile folder AgencyNumber_AgencyName_XXB005_submit, on the **due date of Friday, May 16, 2025**
- Include only the items requested. (Do not include **Instructions** pages).

File # and Type	Item	**Applicant** Provide page #s for items listed
PDF File	**Attachments**	**Page Number(s)**
Submit as PDF File #1	DOE 100A, Project Application — with original signature or electronic signature	1
	Program of Study Template	2
	2024–2025 Postsecondary CTE Assurances Form	3-6
Word Document File	**Narrative Sections**	**Page Number(s)**
Submit as Word Document File #2	Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement	1-11
	Section 2. Primary Program of Study and CTE Postsecondary Programs for 2024–2025	12-14
	Section 3. Career Exploration and Guidance	15
	Section 4. Continuous Academic Improvement and Academic Integration	16
	Section 5. Equity and Access for Special Populations	17
	Section 6. Opportunities for Work-Based Learning	18
	Section 7. Opportunities for Postsecondary Credit for Secondary Students	18
	Section 8. Support for CTE personnel	19
	Section 9. Performance of Special Populations and Subgroups	20
	Section 10. Accountability and Program Improvement	21
	Section 11. Support for Reading/Strategic Imperatives (FDOE Requirement)	22
	Section 12. Federal Programs — General Education Provisions Act (GEPA) (Federal Requirement)	23
	Section 13. Budget Narrative	24
	Application Checklist – must be last page of the Word Document File	25
Excel File	**Postsecondary Grant Application CLNA and Budget Excel Workbook**	
Submit as Excel File #3	Program Needs Assessment	
	DOE 101 Budget Narrative Form (with Instructions)	
	Projected Equipment Purchases Form (with Instructions)	

District Postsecondary Program Needs Assessment

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
District Postsecondary	Riverside County School District	CCC	CP	10/15/20

Reference Lists	Program	Labor Market Alignment (LMA)	Team Review & Quality Vetting	Impact of Gaps	Consistent with Scholastic Programs	
Reference lists for standardized data entry. Consider using the Perkins reference list (Customize lists where NOT applicable to existing Pre-populated).	Provide a brief description of the program and its purpose. Include the program's goals, objectives, and intended outcomes. Mention any specific industry or sector it aligns with, and any unique features or benefits. Use clear, concise language and avoid jargon. Aim for a length of 2-3 sentences.	Provide a description of the labor market analysis that was conducted to identify the need for the program. Include data sources, methodologies, and key findings. Explain how the program aligns with the identified labor market needs. Use specific examples and data points to support your analysis. Aim for a length of 3-5 sentences.	Provide a description of the review and quality vetting process that was conducted for the program. Include the names and titles of the reviewers, their qualifications, and their feedback. Explain how the feedback was incorporated into the program design. Use specific examples and data points to support your description. Aim for a length of 3-5 sentences.	Describe the potential impact of the gaps identified in the program. Include the potential consequences for students, employers, and the community. Explain how the gaps may affect the program's goals and objectives. Use specific examples and data points to support your description. Aim for a length of 3-5 sentences.	Describe how the program aligns with existing scholastic programs. Include the program's goals, objectives, and intended outcomes. Explain how the program supports or enhances existing scholastic programs. Use specific examples and data points to support your description. Aim for a length of 3-5 sentences.	

1 Type Definition	2 Agency Number Select agency name from dro... (Auto-populated)	3 Agency Name Select agency name from the... (Auto-populated)	4 Program Number Enter the number of the existing "core" or emerging (new) Program Pathway	5 Program Name (Auto-populated)	6 CIP Code Auto-populated if no alignment with Program Number, else enter a "close" or emerging code. Note that many programs will have a CIP2 code. Use 4 digits. (Auto-Populated)	7 Primary Source Option #1 Was it used Purposeful Alignment Method this? Check it. (Auto-populated)	8 Primary Source Option #2 Data Driven Assessment Tool Was it used this? Check it. (Auto-populated)	9 Primary Source Option #3 Regional Research Organization Was it used this? Check it. (Auto-populated)	10 Primary Source Option #4 Local Input Was it used this? Check it. Examples = Postsecondary Advisory Boards (Auto-populated)	11 Primary Source Option #5 Other (Drop-down Menu)	12 Labor Market Info #1 Labor Market Effects (Drop-down Menu)	13 Labor Market Info #2 Major Workforce Impacts (Drop-down Menu)	14 Discussion Tool Overview Was this discussion tool used? If not, why not? Briefly describe the discussion tool and its purpose. Include any specific questions or prompts. Mention how many participants will be using the tool. Use 2-3 sentences. (Auto-Populated)	15 Participation Tracking Did any or more stakeholder groups participate in the discussion? If so, describe the groups and their level of participation. Use specific examples and data points to support your description. Aim for a length of 2-3 sentences. (Auto-Populated)	16 Stakeholder Engagement Did any or more stakeholder groups participate in the discussion? If so, describe the groups and their level of participation. (Free-Form)	17 Industry Participation Did any industry representatives participate in the discussion? If so, describe the industry representatives and their level of participation. (Free-Form)	18 Alignment Program Power = 4 or 5, or comparable program in county, for 2+ students, wage at decision point(s). (Drop-down Menu)	19 Primary Alternative Credit Source Used Program for Consortium Programs, else n/a (Drop-down Menu)	20 Accepted Program in Alternative (Drop-down Menu)	21 Optional Comments (Free-Text)
1	001	Riverside County School District (1)	1017001	Accounting Operations	520302	Yes	Yes	Yes					NYC Main Campus	Corporation 001	Advisory Committee, Corporation 001	10012001				Yes
2	001	Riverside County School District (1)	1017002	Administrative Office Specialist	440401	Yes							NYC Main Campus	Corporation 001	Advisory Committee, Corporation 001	10012001, 10012002				Yes
3	001	Riverside County School District (1)	1017003	Advanced Manufacturing and Product Development	150699	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
4	001	Riverside County School District (1)	1017004	Agricultural Business	010102	Yes	Yes	Yes					NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004	Applied Agribusiness	Local Articulation Agreement		Yes
5	001	Riverside County School District (1)	1017005	Aircraft Maintenance Technology	470607	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
6	001	Riverside County School District (1)	1017006	Automotive Collision Technology	470603	Yes	Yes	Yes					NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004, 10012005				Yes
7	001	Riverside County School District (1)	1017007	Aviation Maintenance Technology	470607	Yes	Yes	Yes					NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004, 10012005, 10012006				Yes
8	001	Riverside County School District (1)	1017008	Aviation Maintenance Technology	470607	Yes	Yes	Yes					NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004, 10012005				Yes
9	001	Riverside County School District (1)	1017009	Biomedical Engineering	510201	Yes	Yes	Yes					NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
10	001	Riverside County School District (1)	1017010	Biotechnology	260202	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
11	001	Riverside County School District (1)	1017011	Building Trades and Construction Technologies	460403	Yes	Yes	Yes					NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004	Building Trades and Construction Technologies	Local Articulation Agreement		Yes
12	001	Riverside County School District (1)	1017012	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
13	001	Riverside County School District (1)	1017013	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
14	001	Riverside County School District (1)	1017014	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
15	001	Riverside County School District (1)	1017015	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
16	001	Riverside County School District (1)	1017016	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
17	001	Riverside County School District (1)	1017017	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
18	001	Riverside County School District (1)	1017018	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
19	001	Riverside County School District (1)	1017019	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
20	001	Riverside County School District (1)	1017020	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
21	001	Riverside County School District (1)	1017021	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
22	001	Riverside County School District (1)	1017022	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
23	001	Riverside County School District (1)	1017023	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
24	001	Riverside County School District (1)	1017024	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
25	001	Riverside County School District (1)	1017025	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
26	001	Riverside County School District (1)	1017026	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
27	001	Riverside County School District (1)	1017027	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
28	001	Riverside County School District (1)	1017028	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
29	001	Riverside County School District (1)	1017029	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
30	001	Riverside County School District (1)	1017030	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
31	001	Riverside County School District (1)	1017031	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
32	001	Riverside County School District (1)	1017032	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
33	001	Riverside County School District (1)	1017033	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
34	001	Riverside County School District (1)	1017034	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
35	001	Riverside County School District (1)	1017035	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
36	001	Riverside County School District (1)	1017036	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
37	001	Riverside County School District (1)	1017037	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
38	001	Riverside County School District (1)	1017038	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
39	001	Riverside County School District (1)	1017039	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
40	001	Riverside County School District (1)	1017040	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
41	001	Riverside County School District (1)	1017041	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
42	001	Riverside County School District (1)	1017042	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
43	001	Riverside County School District (1)	1017043	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
44	001	Riverside County School District (1)	1017044	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
45	001	Riverside County School District (1)	1017045	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
46	001	Riverside County School District (1)	1017046	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
47	001	Riverside County School District (1)	1017047	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
48	001	Riverside County School District (1)	1017048	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
49	001	Riverside County School District (1)	1017049	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes
50	001	Riverside County School District (1)	1017050	Business Administration	520201	Yes							NYC Main Campus	Corporation 001, Additional	Advisory Committee, Corporation 001	10012001, 10012004				Yes

35	410	Manatee County (School District of)	H120456	Massage Therapy	334011	Yes	Yes	Yes					MTC East	Practicum, HOSA	Advisory Committee	HEMS002			Yes	
36	410	Manatee County (School District of)	H170115	Medical Assisting	519092	Yes	Yes	Yes					MTC East Campus-Hybrid	Clinical, HOSA	Advisory Committee, Clinicals	AMAMA003, NATHA007			Yes	
37	410	Manatee County (School District of)	H170330	Medical Coder/Biller - ATD	459045	Yes							MTC East Campus Hybrid	Cooperative OJT, HOSA	Advisory Committee, Cooperative OJT	ACDT004, NATH008			Yes	
38	410	Manatee County (School District of)	1120415	Nails Specialty	390692	Yes							MTC Main Campus	Practicum, SkillsUSA	Advisory Committee	FLOO9038			Yes	
39	410	Manatee County (School District of)	H170460	Nursing Assistant (Articulated)	511131	Yes							MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	TCMQA002			Yes	
40	410	Manatee County (School District of)	H170212	Paramedic	292040	Yes							MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	NREMT004, TCMQA014			Yes	
41	410	Manatee County (School District of)	H170644	Patient Care Technician	519092	Yes	Yes	Yes					MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	TCMQA002, NATHA007			Yes	
42	410	Manatee County (School District of)	H170350	Pharmacy Technician ATD	292052	Yes	Yes	Yes					MTC East Campus	Externships, HOSA	Advisory Committee	PTCT0001, NATH0010			Yes	
43	410	Manatee County (School District of)	H170667	Practical Nursing	292053	Yes	Yes	Yes					MTC East Campus & Hybrid	Clinicals, HOSA	Advisory Committee, Clinicals	NCSU0002			Yes	
44	410	Manatee County (School District of)	H170211	Surgical Technology	292055	Yes		Yes					MTC East Campus	Clinicals, HOSA	Advisory Committee, Clinicals	NCTC7004			Yes	
45	410	Manatee County (School District of)	1406400	Welding Technology	514132	Yes	Yes	Yes					MTC Main Campus	Cooperative OJT, SkillsUSA	Advisory Committee, Cooperative OJT	AWS12001, AWS12004, AWS12002			Yes	
46	410	Manatee County (School District of)	1470119	Air Conditioning, Refrigeration and Heating Technology - APPR	499001		Yes	Yes					MTC Main Campus	OJT	Participating employers	NATE0001, HVAC2002			Yes	
47	410	Manatee County (School District of)	1463224	Electrician - APPR	472010		Yes	Yes					MTC Main Campus	OJT	Participating employers	Mike Holt 1-6			Yes	
48	410	Manatee County (School District of)	H170508	Pharmacy Technician - APPR	292062		Yes	Yes					MTC East Campus	OJT	Participating Employers	PTCT0001, NATH0010			Yes	
49	410	Manatee County (School District of)	1150458	Electrical and Instrumentation Technology - APPR	472015		Yes	Yes					MTC Main Campus	OJT	Participating employers	PMMA0010			Yes	
50	410	Manatee County (School District of)	1406528	Plumbing Technology - APPR	472152		Yes	Yes					MTC Main Campus	OJT	Participating employers	NCCER200, NCCER201, NCCER202, NCCER203			Yes	
51	410	Manatee County (School District of)	V200350	School Age Professional Certificate	399051	Yes							MTC Main Campus	Cooperative/OJT	Advisory Committee, Cooperative OJT	SAPC, OST Staff Credential			Yes	
52	410	Manatee County (School District of)																		
53	410	Manatee County (School District of)																		
54	410	Manatee County (School District of)																		
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75	410	Manatee County (School District of)																		

FLORIDA DEPARTMENT OF EDUCATION

Perkins V Budget Narrative Form

Before completing, please review the Instructions & Example,
especially for the Account Title and Narrative.
Show all amounts in whole dollars only. Amounts should be in agreement with relevant sections of the DOE101.

TAPS Number	26B005
A)Name of Eligible Recipient/Fiscal Agent	Manatee County School District
B)Project Number (DOE Use Only)	

(1)	(2)	(3)	(4)	(5)
Function	**Object**	**Account Title & Narrative**	**FTE Position**	**Amount**
5200	120	**Salary: Classroom Teacher**: Full-time ESE resource teacher who will work 0.4 FTE with Postsecondary CTE students with disabilities in the new Disability Resource Center.at Manatee Technical College (MTC) including developing 504 plans to help them succeed in their programs. •CLNA Need: Sec 1 -Part F.i. 4; I.i. 2 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310, ; •Section 135: Use of Funds: 2E, 4B, 5, 5M, 5T	0.40	$ 35,916
5200	210	**Benefit: Retirement**		$ 5,039
5200	220	**Benefit: FICA**		$ 2,748
5200	230	**Benefit: Health**		$ 3,120
5200	230	**Benefit: Life**		$ 83
5200	240	**Benefit: Workers Compensation**		$ 359

5350	160	**Salary: Other Support Personnel**: Non-contracted hourly for CTE Teacher hours beyond regular work hours for student orientation activities, curriculum development, professional development activities, additional lab hours, and while attending CTSO activities in the 2025-2026 school year. • CLNA Need: Sec 1 -Part E.ii. 3 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310, • Section 135: Use of Funds: 1A, 1E, 2E, 3, 5B, 5L, 5M, 5O		$	10,000
5350	210	**Benefit: Retirement**		$	1,403
5350	220	**Benefit: FICA**		$	765
5350	240	**Benefit: Workers Compensation**		$	100
5350	160	**Salary: Other Support Personnel** Supplements for the 25-26 school year (2 @ $2,764) for two FT PS CTE instructional department chairs to provide leadership and guidance to fellow PS CTE instructors on a student learning management system, incl. grade book, lesson plans, and instructional materials and (1@ $562) for one FT PS CTE instructor to serve as CTSO adviisor for all health occupations students (supplements are set by District Human Resources; employees receive pay as divided among the number of pay periods for the Fiscal Year) • CLNA Need:Sec 1 - Part E.i. 3 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310,; • Section 135: Use of Funds: 2, 2A, 2E, 2F		$	6,090
5350	210	**Benefit: Retirement**		$	854
5350	220	**Benefit: FICA**		$	466
5350	240	**Benefit: Workers Compensation**		$	61

5350	330	**Travel--Out of County**: To provide and/or reimburse out-of-county travel expenses, including hotel, meals, mileage, registration fees, and airfare for CTE teachers, students, and project related staff attending professional conferences, industry/internship visitations, skills competitions, industry certification related training, state and regional CTSO activities, and professional development during the 2025-26 project year • CLNA Need: Sec 1 -Part .E ii.3 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310,; •Section 135: Use of Funds: 1A, 1E, 2E, 3, 5B, 5L, 5M, 5O		$	38,816
5350	330	**Travel--Out of state**: To provide and/or reimburse out-of-state travel expenses, including hotel, meals, mileage, registration fees, and airfare for CTE teachers, students, and project related staff attending professional conferences, industry/internship visitations, skills competitions, industry certification related training, national CTSO activities and professional development. • CLNA Need: Sec 1 - Part .E ii.3 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310,; •Section 135: Use of Funds: 1A, 1E, 2E, 3, 5B, 5L, 5M, 5O		$	20,335

5350	360	**Purchased Services: Rentals**: annual licenses/subscriptions for online programs to support instruction in all PS CTE programs, including programs to help instructors with instructional support and curriculum supplement, such as Respondus, Lockdown Browser, and DesignPlus. •CLNA Need: Sec 1 -Part C.iii. 2, 3, 4 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310 ; •Section 135: Use of Funds: 3, 4B, 5F, 5M		$	8,345
5350	642	**FFE Non-Cap:** Equipment such as tooling in Machining, CNC Production and a light curtain in Electrical & Instrumentation 1 for instruction of PS-CTE students •CLNA Need:Sec 1 -Part C.iii.:1 •Program Number #: J200300, J200100, J110100 •Section 135: Req. Use of Funds: 3, 5D, 5E, 5M		$	9,180
5350	730	**Dues and Fees**: for postsecondary CTE student/faculty memberships in CTSO, teacher/counselor training activities, or other career and technical education activities as an integral part of CTE program. •CLNA Need: Sec 1 -Part E ii. 3 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310, ; •Section 135: Use of Funds: 1A, 1E, 2E, 3, 4B, 5L, 5M, 5O		$	5,989

6300	130	**Salary**: **Other Certified:** Full-time Career Pathways Specialist who will work in partnership to serve the students and staff at State College of Florida (SCF), Manatee Technical College (MTC) and the School District of Manatee County CTE. •CLNA Need: Sec 1 -Part E.ii. 1, 2 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310, •Section 135: Use of Funds: 1C, 1D, 1E, 5B, 5H, 6	0.14	$	8,700
6300	210	**Benefit: Retirement**		$	1,221
6300	220	**Benefit: FICA**		$	666
6300	230	**Benefit: Health**		$	2,406
6300	230	**Benefit: Life**		$	20
6300	240	**Benefit: Workers Compensation**		$	87
7800	360	**Rentals: Student Transportation Services:** To provide transportation by chartered buses for CTE students, teachers, and project related staff attending national, state and regional CTSO activities during the 2025-26 project year • CLNA Need: Sec 1 - Part .E ii.3 •Program #s: B070110, B070300, J100200,Y100300, T401300, I470608, T400700, N100600, I120403, H170222, V200206, J200300, C100300, Y100200, D500100, H170113, T650100, B070600, K100300, K100400, J110100, I460314, W170212, P430211, I120425, P430217, P430105, T300100, C400400, C400410, J200100, T400210, H120406, H170515, H170530, I120415, H170690, H170212, H170694, H170700, H170607, , H170211, J400400, V200310 •Section 135: Use of Funds: 1A, 1E, 2E, 3, 5B, 5L, 5M, 5O		$	10,400
7200	792	**Indirect Costs -** at District approved rate of 5.57%		$	9,134
			C) TOTAL	$	182,303

AGENDA ITEM NO. 9.5

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Ballard and Samoset Grant Request for Application, effective August 2025-July 2026, in the amount of $350,870.00 (Incoming Grant Funds)

Executive Summary
The 21st Century Community Learning Center (CCLC) Program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local academic standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. The program will operate at Samoset Elementary and Ballard Elementary Monday through Friday from 3:15 p.m. to 5:45 p.m.

This application is pending Board approval. If no Board approval is given, the application will be withdrawn.

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 apply, accept, and expend the Nita M. Lowery 21st Century Community Learning Centers Ballard and Samoset Grant request for application, effective August 2025-July 2026, in the amount of $350,870.00 (Incoming Grant Funds).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Alison Nichols

Attachments:
21st Century STARS Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**MCSD 21st CCLC – STARS Grant** (Ballard and Samoset) **TAPS NUMBER: 26B146**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$350,870	Contact Name: Patricia "Trish" Dezso Fiscal Contact Name: Cathy Miley	Telephone Numbers: **941-751-6550 x43004** **941-708-8770 x41111**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **PO BOX 9069** **Bradenton, FL 34206 9069**	E-mail Addresses: dezsop@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: **215 Manatee Ave West** **Bradenton, FL 34205**	UEI number: 1000129620000 FEIN number: 596000728

CERTIFICATION

I, 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 05/16/2025
Signature of Agency Head — Title — Date

PENDING BOARD APPROVAL – June 2025

Instructions for Completion of DOE 100A

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

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

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

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

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

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

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Department of Education's General Education Provisions Act (GEPA)

Section 427 of the General Education and Provisions Act requires each applicant for funds (other than an individual person) includes in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs.

In the text area below, please provide a brief narrative outlining how your program will meet the requirements outlined in Section 427 of the General Education Provisions Act (GEPA).

The Nita M. Lowey 21st Century Community Learning Centers project for the School District of Manatee County ensures equitable access to all beneficiaries including students, staff, parents, and community members regardless of gender, race, national origin, color, disability, or age. Each site will recruit staff through an open application process and target students who have the greatest need for supplemental services. Sites will recruit students who performed in the lower quartile on state standardized tests to be included in the program first; all other students are then provided with applications for parental notification and permission purposes. Special education teachers and other support staff will be hired as needed so specialized assistance can be provided to students with specific needs. Instructional materials and services will be modified and/or purchased according to student need and training for staff will be provided when necessary. The program will offer a variety of activities to meet the needs of a diverse group of students including academic enrichment and support, personal enrichment, and recreational activities. Written notices to parents are sent home in English and Spanish as well as other languages in an effort to counter any language barriers that would thwart communication. Additionally, the program sites are public schools, all of which have access for persons with disabilities.

School District of Manatee County

Applicant Organization

Superintendent

Signature of Agency Head

Title

05/16/2025

Date Signed

General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

Return to:

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

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

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).

Manatee County School District	41	Dr. Jason Wysong, Superintendent
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.

	05/16/2025	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

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

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

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

General Assurances

Assurance is hereby given that, to the extent applicable:

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

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

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

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

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

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

- The recipient will submit such reports to the Florida Department of Education and to U.S.

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

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

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

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

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

- For projects involving construction:

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

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

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

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

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

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

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

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

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

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

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

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

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

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

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

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

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

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

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

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

Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Application - An entity's request for a project award under state or federal education

programs administered by the Florida Department of Education.

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

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

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

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

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

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

Explanation of Grants Management Requirements

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

Accounts and Records

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

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for

general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

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

Audits

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

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

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

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

Audits – State-Funded Programs

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

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

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

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

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

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

Reports to be Submitted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

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

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

The applicant certifies that it and its principals:

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

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

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

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

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

Drug-Free Workplace (Grantees Other Than Individual)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DUNS Number - Data Universal Numbering System

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

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

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

EDGAR - Education Department General Administrative Regulations

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

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

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

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

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

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

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

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

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

Gun Possession

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

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

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

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

Indirect Cost and Administrative Fees

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

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

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

Restrictions on Funds for Administration

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

Administrative Fee for Non-Federal Funds

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

Interest Income

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

Lobbying

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

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

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

- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

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

More Restrictive Conditions

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

Obligations by Project Recipients

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

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

Ownership of Products—Intellectual Property

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

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

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

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

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

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

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

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

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

Participation of Private School Students and Staff in Federal Grants

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

regulations, and guidance documents.

Personnel Costs – Time Distribution

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

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

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

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

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

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

cost. These methods apply only to the Department.

Project Effective Dates

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

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

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

Property

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

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

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

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

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

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

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

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

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

Protected Prayer in Public Elementary and Secondary Schools

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

Purchasing

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

Reporting Requirements—Financial Disbursements

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

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

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

Retention and Access to Records

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

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

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

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

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

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

Single Audit Act

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

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

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

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

Supplement, Not Supplant

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

The Stevens Amendment

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

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

Travel

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

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

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

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

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

FLORIDA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

26B146

21st CCLC Subrecipient Assurances

The subrecipient agrees to the program requirements and expectations for the implementation of the 21st CCLC program as outlined in the Request for Proposals (RFP) and the assurances below. Each assurance must be initialed by the Agency Head. The final page must be signed by the agency head.

Program Operations

The 21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier. (JW)

Academic Focus

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students. (JW)

Evidence-based Research

Program activities will be implemented based on evidence-based practices using the levels of evidence in the Every Student Succeeds Act. Activities must be based in evidence that shows that the students will meet challenging State academic standards. (JW)

Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Subrecipients must also coordinate Federal, State, and local programs to make the most effective use of resources. (JW)

Facilities

Program facilities will be as available and accessible to participants as the students' local school. The facilities have sufficient resources to provide all proposed and required activities. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP, Florida Statutes and Florida Administrative Code. (JW)

Supplemental Meals

Students will be provided nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. A supplemental snack will be offered to each student, each day. A meal will be offered to each student when the program exceeds four hours of operation each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students will **not** be charged for costs associated with supplemental snacks/meals. (JW)

Students with Special Needs

Students with special needs will be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated. (TW)

Collaboration with Schools

The program was developed and will be implemented in active collaboration with the schools attended by participating students and the community. (TW)

Community Awareness

The subrecipient gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission. (TW)

Property

Property acquired with 21st CCLC funds will remain within the appropriate facility for continued use in the 21st CCLC program until the funding period has expired. If the 21st CCLC program no longer exists at the end of the program period, all equipment will be distributed to another federal program. (TW)

Records Retention

The subrecipient will retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program or until such time as all pending reviews or audits have been completed and resolved. (TW)

Monitoring and Evaluation Activities

The subrecipient will fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the Florida Department of Education (FDOE) and/or authorized representatives. The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the United States Education Department (USED). (TW)

Student Safety

The subrecipient will ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other

emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards. (JW)

Suspension of the Grant

The department may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement. (JW)

Financial Consequences

If the subrecipient fails to meet and comply with the activities established in the approved application or make appropriate progress on the activities, and they are not resolved within two weeks of notification, the department will (1) approve a reduced payment, (2) request the applicant redo the work, if possible and/or (3) terminate the project. Activities subject to financial consequences include failure to meet student attendance targets, operate the program as indicated in the program schedule, report programmatic data, submit deliverables or meet the performance goals of the program. (JW)

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency will comply with program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the RFP.

Agency Name	*School District of Manatee County*
Agency Head or Authorized Agency Representative	Signature
	Dr. Jason Wysong (Printed name)
Title	**Superintendent**
Date	05/16/2025
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

Assurance of Providing Equitable Services for Private Schools
(Private School Participation)

21st CCLC programs are required to provide equitable services to eligible private school students, teachers and other education personnel. Applicants must assure that the agency has and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education service areas. 21st CCLC programs must, at a minimum, consult with officials from those private schools located in the specific geographic area(s) served by program site(s).

In accordance with 34 C.F.R. Part 76.656, provide the following information in reference to consultation and participation of eligible private schools in Title IV, Part B, 21st CCLC:

(a) A description of how the applicant will meet the federal requirements for participation of students enrolled in private schools.

The district conducts an annual Private Schools Meeting each November. This is an ongoing consultation and communication with private schools to identify needs and qualifying students. Private schools may choose to opt out of services at anytime during the process. Communications with private schools not opting out occur twice per year and may be conducted in person and/or via email, phone calls or certified letters.

(b) The number of students enrolled in private schools who have been identified as eligible to benefits under the program.

At this time no private school students have been identified for services. Through ongoing consultation, students may be identified, and appropriate services offered.

(c) The places and times that the students will receive benefits under the program.

If students are identified as eligible, they will receive services through the School District of Manatee County's 21st CCLC grants. Services will be provided at the targeted schools on the dates, days and times outlined in the site profile worksheets.

(d) The differences, if any, between the program benefits the applicant will provide to public and private school students, and the reasons for the differences.

There will be no differences in the services and benefits provided to public and private school students. All students regardless of the school in which they attend will receive the same level of services including days of operation, hours of operation, and activities.

☑ Check this box if there are NO private schools located within the geographic area(s) of the site(s) where the 21st CCLC program is located.

Agency Name	School District of Manatee County
Agency Head or Authorized Agency Representative	Signature
	Dr. Jason Wysong Printed name
Title	**Superintendent**
Date	05/16/2025
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	School District of Manatee County STARS Grant
B) DOE Assigned Project Number:	410-2446C-6CRN4
C) TAPS Number:	26B146

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. 1 PD x 2 Hrs/Week x $47/Hr x 36 weeks = $3,384 ***50% Administrative = $1,692*** ***50% Evaluation = $1,692***	1	$3,384.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%) and workers' compensation benefits (1.00%) for 1 Project Director. $3,384 x 22.68% = $768 ***50% Administrative = $384*** ***50% Evaluation = $384***		$768.00	100%
6300	160	**PT Salaries: Collaboration Liaison** One part-time Collaboration Liaison responsible for collaborating with all sites as well as private schools throughout the project year. The Collaboration Liaison will support program sites and assist with regular school day communications, data and site visits. 1 CL x 2 Hrs/Week x $39/Hr x 36 weeks = $2,808	0.1	$2,808.00	100

6300	200	**Benefits: Fringe - Colloboration Liaison** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Collaboration Liaison. (Retirement, 14.03%; FICA, 7.65%; Workman's Comp., 1.00%) $2,808 x 22.78% = $637		$637.00	100
5100	160	**PT Salaries: Site Coordinator** Two part-time Site Coordinators will be present at the 21st CCLC Program sites during all program hours. Site Coordinators are required to have teaching experience, and certification in First Aid/CPR. Site Coordinators will regularly report to the school's principal and Program Director. Site Coordinators will be responsible for the supervision of staff and students including: sign-in/sign-out, coordinate staff and student schedules, distribute materials and supplies, collect and record attendance and other required data, and coordinate with regular school day teachers. Hours are included for pre-program planning and preparation and post-program wrap up with the Program Director to ensure data and other program information is submitted on time. Hourly rates for Teachers range from $28-$52 per hour. Average rate for this position is $45/hr. Site Coordinators = 1,470 hours per year/10 month. <u>After School</u> 2 SC x $45/hr x 3 hrs/day x 180 days = $48,600 2 SC x $45/hr x 4.5 hrs/day x 5 days = $2,025 <u>Planning:</u> 2 SC x $45/hr x 3 hrs/day x 5 days = $1,350 ***Evaluation, 2%*** = $1,040	0.77	$51,975.00	100
5100	200	**Benefits: Fringe - Site Coordinator** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Site Coordinators. (Retirement, 14.03%; FICA, 7.65%; Workman's Comp., 1.00%) $51,975 x 22.68% = $11,788 ***Evaluation, 2% = $236***		$11,788.00	100

5100	160	**PT Salaries: Academic Teachers** Part-time Certified Teachers to teach academic enrichment activities including Reading, Math, and Science, Project Based Learning, Theme Based Instruction, Homework Help, Tutoring, and STEM. Planning days are inlcuded. Hourly rates for Certified Teachers range from $28-$52 per hour. Average rate is $40 per hour. Certified Teachers = 1,470 hours per year/10 month. **Ballard Elementary** After School 2 Teachers x 180 days x 2.25 hrs/day x $40/hr = $32,400 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960 **Samoset Elementary** After School 2 Teachers x 180 days x 2.25 hrs/day x $40/hr = $32,400 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960	1.15	$69,520.00	100
5100	200	**Benefits: Fringe - Academic Teachers** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Academic Teachers. (Retirement, 14.03%; FICA, 7.65%; Workman's Comp., 1.00%) $69,520 x 22.68% = $15,767		$15,767.00	100

5100	160	**PT Salaries: Enrichment Teachers** Other part-time Certified Teachers and paras to teach personal enrichment activities including Project Based Learning, Theme Based Instruction, Health & Wellness and Art & Music Education. Planning days are inlcuded. Hourly rates for Certified Teachers range from $26-$50 per hour. Average rate is $39 per hour. Other Certified Teachers = 1,470 hours per year/10 month. **Ballard Elementary** After School 2 Teachers x 180 days x 2 hrs/day x $39/hr = $28,080 2 Teachers x 5 days x 3.5 hrs/day x $39/hr = $1,365 Planning 2 Teachers x $39/hr x 1.5 hr/day x 8 days = $936 **Samoset Elementary** After School 2 Teachers x 179 days x 2 hrs/day x $39/hr = $28,080 2 Teachers x 5 days x 3.5 hrs/day x $39/hr = $1,365 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $936	1.15	$60,762.00	100
5100	200	**Benefits: Fringe - Enrichment Teachers** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Enrichment Teachers. (Retirement, 14.03%; FICA, 7.65%; Workman's Comp., 1.0%) $60,762 x 22.68% = $13,781		$13,781.00	$100.00

5100	160	**PT Salaries: Paraprofessionals** Part-time Paraprofessionals to assist Academic Teachers and actively participating 21st CCLC program students in classrooms and labs exclusively during 21st CCLC program hours. Paraprofessionals will ensure that ratios remain within required levels. Paraprofessionals may lead some of the personal enrichment activities. Average paraprofessional pay is $22/hour. Paraprofessionals = 1,372 hours per year/10 month. **Ballard Elementary** After School 3 Paras x 180 days x 3 hrs/day x $22/hr = $35,640 3 Paras x 5 days x 4.5 hrs/day x $22/hr = $ 1,485 **Samoset Elementary** After School 3 Paras x 180 days x 3 hrs/day x $22/hr = $35,640 3 Paras x 5 days x 4.5 hrs/day x $22/hr = $1,485	2.39	$74,250.00	100
5100	200	**Benefits: Fringe: Paraprofressionals** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Paraprofessionals. (Retirement, 14.03%; FICA, 7.65%; Workman's Comp., 1.00%) $74,250 x 22.68% = $16,840		$16,840.00	100
6300	160	**PT Salaries: Professional Development** Professional Development and training hours for Site Coordinators, Certified Academic Teachers, Enrichment Teachers and Paraprofessionals. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation at 2 sites. Professional Development and training will be provided by the Program Director and other qualified district staff. 1 Trainer x 4 PD days x 3 hrs each x $45/hr = $540 10 21st CCLC staff x 4 PD days x 3 hrs each x $20/hr = $2,400 *(In-Kind paid by EDEP partner)*	0.03	$0.00	100
6300	200	**Benefits: Fringe - Professional Development** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Professional Development. (Retirement, 14.03%; FICA, 7.65%; Workman's Comp., 1.00%) $2,940 x 22.68% = $667 *(In-Kind paid by EDEP partner)*		$0.00	100

6300	360	**Rentals** Annual after school subscription for 2 sites for Math & Literacy interactive and engaging software program. On-Site Training is inlcuded in price as well as online and telephone support. $1,250/site per year x 2 sites = $2,500		$2,500.00	100
6300	331	**Travel: In State** To attend the statewide Nita M. Lowey 21st CCLC TA meetings in Orlando, Florida to include two Nita M. Lowey 21st CCLC staff. <u>2024-25 Fall TA Meeting</u> Lodging: 2 rooms x $99/night x 2 night = $396 Mileage: 1 car x 240 miles x $0.445/mile = $107 Meals: 2 staff x $36/day x 3 days = $216 Parking: $12/day x 3 days = $36 <u>2024-25 Spring Regional Meeting</u> Mileage: 1 car x 240 miles x $0.445/mile = $107 (In-Kind paid by EDEP partner)		$0.00	100
5100	392	**Printing** Printing costs associated with printing educational materials solely for use by actively participating 21st CCLC program students attending 21st CCLC program academic and enrichment activities at 2 sites. $261/site x 2 sites = $522		$522.00	100
5100	510	**Materials & Supplies** Consumable supplies for use by actively participating 21st CLCC students during 21st CCLC academic instruction and enrichment activities. Copy paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders pens, staples, clips, art supplies, composition books, cosumable STEM supplies, etc. $41.50/student x 85 students/site x 2 sites = $7,056		$7,056.00	100
7200	799	**Indirect Costs** The states negotiated indirect cost rate is at 5.57%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established administrative cap. ***Administrative, 100% = $18,603***		$18,512.00	100
			D) TOTAL	**$ 350,870.00**	

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.

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Florida 21st CCLC State-level Objectives

Objective Category	Objective Number	Domain	Required Objective	Data Management
1. Academic Achievement	1.A.1	English Language Arts (ELA) **GPRA Measure 1**	75% of students will show improvement in ELA performance on the Florida Assessment of Student Thinking (F.A.S.T.).	English Language Arts (ELA) F.A.S.T. scores will be reported by the 21st CCLC Program Office for all students participating in the state assessment.
	1.A.2	English Language Arts (ELA)	75% of students will show improvement in ELA grades.	Student grades will be collected and reported by subrecipients for ***all students*** during the school year for each grading period.
	1.B.1	Mathematics **GPRA Measure 1**	75% of students will show improvement in Mathematics performance on the Florida Assessment of Student Thinking (F.A.S.T.).	Mathematics F.A.S.T. scores will be reported by the 21st CCLC Program Office for all students participating in the state assessment.
	1.B.2	Mathematics	75% of students will show improvement in Mathematics grades.	Student grades will be collected and reported by subrecipients for ***all students*** during the school year each grading period.
	1.C	Grade Point Average (GPA) **GPRA Measure 2**	75% of students will improve their cumulative GPA by at least 0.1 point annually.	GPA will be collected and reported by subrecipients for ***all students*** who receive a GPA annually.
2. Dropout Prevention	2.A	Attendance/Dropout Prevention **GPRA Measure 3**	75% of students will improve their school day attendance annually.	The school day attendance rate will be collected and reported by subrecipients for ***all students*** annually.
3. Behavior	3.A	Behavior **GPRA Measure 4**	75% of students will improve their behavior annually.	Data reports on in-school suspension and discipline referrals will be collected and reported by subrecipients for ***all students*** monthly.
4. School Engagement	4.A.1	Safe and Supportive Relationships	75% of students will increase their safe and supportive relationships with peers and adults annually.	Stakeholder Surveys (day-school teachers on engagement) will be collected and reported by subrecipients for ***all students*** annually.
	4.A.2	Engagement in Learning **GPRA Measure 5**	75% of students will increase their engagement in school annually.	Stakeholder Surveys (day-school teachers on engagement) will be collected and reported by subrecipients for ***all students*** annually.

Color key:

- Gray represents federal requirements.
- Yellow represents state requirements.
- Pink represents local level data responsibilities.



21st Century Community Learning Centers



2020-2021 Scope of Work

Agency Name: Manatee County School District

Project Number: 410-2441B-1CCC4

Program Name: Manatee County School District – Ballard/Samoset

3.1 Project Abstract

The School District of Manatee County's STARS (Students That Are Reaching Success) Grant provides services to two school sites serving high-risk populations of students. Ballard Elementary and Samoset Elementary will serve 85 students after-school at each site in Kindergarten through 5th grade, Monday-Friday, for 168 regular days/12 early release days. Hours of operation are 3:15PM-6:00PM regular days and 1:30PM-6:00PM on early release days. Each site offers daily homework help, academic enrichment, personal enrichment, socio-emotional learning, STEM, arts, and physical education. Activities address the goal of increased academic achievement. Educational workshops on high-interest topics are regularly scheduled for adult family members. In addition, the program provides a system of support, academic enrichment, life skills, and training designed for self-sufficiency and success. The School District of Manatee County (SDMC) STARS Grant offers a collaborative relationship with the school staff and administration to provide supervision during the times when a student may otherwise be alone in harm's way.

3.2 Applicant's Experience and Capacity

The School District of Manatee County is responsible for administering effective programs, delivering comprehensive education, and providing complementary services to 50,000 school-aged youth in public and charter schools. A significant part of this work includes the oversight and proper stewardship of numerous federal, state, and private grant initiatives including the Nita M. Lowey 21st Century Learning Centers (21st CCLC) Programs for over 16 years. The Adult, Career, and Technical Education Department, where the STARS Grant will be housed, has raised $75,290,461 in funds over the past 17 years and oversees many local, state, and federal grants.

Program Administration and Fiscal Management: The SDMC is committed to a high level of transparency with regard to processes, practices, and investments. School-level expenditures, instructional and pupil support, and school administration are made public, by school. Providing full disclosure of all relevant fiscal information in a timely and systematic manner, www.manateeschools.net is used as the vehicle to publish the documents and offsite links required by transparency of records laws for school districts

in Florida. All matters of the budget are approved by the School Board, comprised of five elected officials. The Board meets bi-monthly and each session is televised live with minutes and agendas posted on the website. Florida Statutes require an annual audit to be conducted by independent certified public accountants. SDMC audits for the last two years have rendered an unmodified opinion that, based on the audit by the independent certified public accountants, and reports of other auditors, the district's financial statements are presented fairly, in all material respects, and in conformity with accounting principles generally accepted in the United States of America.

The STARS Grant will be housed within the SDMC Adult, Career and Technical Education Department

(ACT) and its Extended Day Enrichment Program (EDEP) that provides programming during non-school hours to 28 public schools. With this placement, the District will be able to leverage the experience, resources, and staff of the EDEP program including an experienced Program Director and Bookkeeper and be ready for immediate implementation. A Collaborative Liaison will be brought on-board, and each site location will be managed by a Site Coordinator (district employee), thus providing strong site leadership.

Appropriate Processes: To appropriately track and encumber obligated expenditures, function and object codes will be set using the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Program funds, records and budgetary expenses will be housed, tracked, and reconciled by the program bookkeeper located at the district's Professional Support Center. All actions will be approved by the Program Director, the Adult, Career, and Technical Education Director, and the school district's Finance Department.

Program Implementation: The school district has extensive experience in providing a broad range of services in line with the 21st CCLC program goals, objectives, and approved activities from standards-based education to nationally-awarded STEM programming to research-based curricula within 48 traditional school sites as well as alternative sites.

Program Evaluations/Experiences: School District of Manatee County has extensive experience in collecting, maintaining, analyzing, and reporting accurate program evaluation data. Processes include: ongoing professional development, FOCUS student information system that tracks all student data, and oversight from the school district's Research and Assessment Department.

3.3 Needs Assessment

After a careful needs assessment of the district's students and families, determining prevailing risk factors, and analyzing the capacity and capability of Manatee's facilities,

two Title I schools have been slated as 21st CCLC. This assessment, conducted in early 2020, was based on a number of data sources including: Florida Department of Education, Florida Department of Health, Census, School Improvement Plans, school level data, and input from students, parents, staff, and stakeholders. Needs assessment activities included: presenting to teachers and administration, surveying parents, meeting with curriculum specialists, and communication with key representatives of the slated schools. This assessment was critical in formulating an in-depth understanding of each school's needs.

Target Demographics: Ballard Elementary: Of the 425 students attending this Title I school, 100% receive free/reduced lunch. According to the Florida Department of Education (FLDOE), Ballard Elementary received in 2018-2019 a C grade and previous two years a D grade. In 2019-2020, Ballard Elementary submitted a school improvement plan (SIP) as required by Section 1001.42(18). The SIP indicates third grade ELA achievement increased 6% and third grade math increased 21%. Fourth grade ELA achievement had a 33% gap when compared to the state average. Additionally, 19.8% of all students are English Language Learners. According to the FLDOE, 35% of all of Ballard's 3rd-5th grader students scored level 3 or above in the English Language Arts (ELA) FSA; 35% of third graders; 25% fourth graders; 40% fifth graders. Disadvantaged students in 3rd-5th grades scored level 3 or above at 32.9%. In Math, 34% of all tested (3rd-5th grades) scored level 3 or above; 30.4% of third graders; 39.5% fourth graders; 41.9% fifth graders. In 2018-2019, students in Science scored 25.5% - level 3 or above. Ballard Elementary has been on the Lowest 300 Performing Elementary Schools List since 2017-2018. The American Community Survey 5-Year Estimates (2013-2017) indicates 19.4% are living below poverty level. Families in this area are 80% minority with 20% white, 40% being Hispanic, 40% African American, and 51.2% are Male individuals. In addition, 32% of this population has less than a high school diploma (Demographics from 10/12/18 FOCUS (Static) Report). There is a critical need to provide these elementary students with additional opportunities for standards-based academic enrichment. According to the Campaign for Grade Level Reading, "Reading proficiency by third grade is the most important predictor of high school graduation and career success. Yet every year, more than 80 percent of low-income children miss this crucial milestone."

Ballard's mission statement:

- We believe that all students are important and valuable.
- We believe that failure does not break us but is the foundation for our success.
- We believe that our dreams and goals will be reached through hard work and effort.

- We believe that effort is the key to our success.
- We believe that all students will be successful everyday who work hard and try.

Target Demographics: Samoset Elementary: Of the 566 students attending this Title 1 school, 100%receive free/reduced lunch. According to the Florida Department of Education (FLDOE), Samoset received a B in 2018-2019, D in 2017-2018 and earned a C the previous two years. Additionally, 43.9% of the students are English Language Learners. According to the FLDOE, 27.1% of all tested (3rd-5th grades) scored level 3 or above; 30% of third graders; 41% fourth graders; 29% fifth graders. In Math, 53% of all tested (3rd-5th grades) scored level 3 or above; 41% of third graders; 63% fourth graders; 55% fifth graders. In 2019, 5th graders in Science scored 22.9% - level 3 or above. Samoset Elementary is on the Lowest 300 Performing Elementary Schools List since 2017-2018. According to the 2013-2017 American Community Survey 5-Year Estimates, 22.9% are living below poverty level. Families in this area are 86%minority with 20.2% white, 44% being Hispanic, 41.5% African American, .5% Asian and 51.2% are Male individuals. In addition, 32% of this population has less than a high school diploma (Demographics from 10/12/18 FOCUS (Static) Report). The majority of African American residents in this area are living below poverty (29.3%) and 35.3% of this population has less than a high school diploma.

According to Samoset's SIP their reading and math achievement has steadily increased the last three years, yet the science proficiency has not. The greatest gap at Samoset is the achievement categories. Samoset is 23% below the state in reading, 10% below the state in math and 30% lower then the state in science. As a title 1 school, they have continued to struggle with proficiency. Although their scores increased in 2019, they still did not make the state average. ELA proficiency improved 5% and Math proficiency improved 11%. Much of the population is second language learners. Provided data trends at Samoset show students who leave kindergarten on grade level remain on grade level.

Samoset's mission statement: Samoset Elementary School's mission is to create an engaging, positive environment that provides high quality instruction and leadership opportunities to students so that they will strive to achieve their individual academic and personal goals.

Availability and Accessibility of Afterschool Services: Ballard has had a fee based before/after child care program for seven years. Attendance is low due to the community's impoverished families. There is a critical need for an afterschool program that provides academic and enrichment activities for these families. The school also participates in the Soar in 4 program which offers parents of Pre-K, Kindergarten and first grade students the opportunities to participate in educational programs related to

their student's curriculum. Saturday tutoring is provided for grades 3-5, L30 students and bubble kids.

Samoset began a hardship/reduced fee before/after child care program in 2018-2019 school year. Attendance was low due to the number of families unable to afford the services. However, students receiving the 21st CCLC STARS Grant would provide not only a free after school academic and enrichment services for a school site in critical need but also a safe and secure environment after school. Saturday tutoring is provided for grades 3-5, L30 students and bubble kids.

Demand for Proposed Services: Located within the City of Bradenton, majority of students live with-in a two-mile radius of Ballard Elementary. The school is in a neighborhood environment where the parents walk their children to and from school or they are bike riders. The attending families consist mainly of immigrant farmers or factory workers who live in homes or low-income apartments surrounding the school. The Samoset Community is highlighted in the Manatee County 2017-2021 Assessment of Fair Housing publication as a R/ECAP area. Census data reports that households of Hispanic or Latino origin in this neighborhood have median household of $34,719.00. In a non-family household, headed by a female, the median income is $26,942.00. Community focus groups conducted by the county's Redevelopment and Economic Opportunity Department report that there is a deficit in parenting engagement and overall skill with regard to communication and literacy. There is a need for English to be spoken with-in the home to re-enforce grade level reading.

Supporting Community Resources: Ballard coordinates with surrounding churches to provide supplies and afterschool resources for families. In addition, Manatee Rural Health coordinates with the school's Graduation Enhancement Tech (GET) to provide free dental checkups and Healthy Schools provides free flu shots to students after school. Both are great resources for 21st CCLC family engagement activities.

Samoset has community support through a local church that provides volunteers who work with students in reading and math, gift cards for every student to purchase books at the Book Fair, pantry/dry goods for families and donations of school supplies. In addition, they work closely with the Samoset Community Association to build school relationships within the community. Both are excellent resources and partnerships for the 21st CCLC STARS Grant.

Closing the Gaps: Both of these communities support the School District of Manatee County's 21st CCLC STARS Grant as a way to close the gap in services for the county's most at-risk children. Impoverished and at-risk students will have free access to programming, occurring outside of the school day, which includes a comprehensive schedule of educational activities designed to foster academic success as well as provide opportunities for exploration and growth for the child and the whole family. The

programs have been thoughtfully designed to meet the needs of these students and their adult family members.

Consultation with Stakeholders: District administrators met with representatives from each school site to determine needs as well as objectives and possible activities. Private schools were sent certified letters with a questionnaire seeking participation and input. Parents and community members were informed of the application and focus group meetings will be held when school resumes. Private School Collaboration: There are 9 private schools identified within the communities served by the two proposed 21st CCLC schools. Certified letters have been sent to each site along with a questionnaire of interest, though no response was received before the grant was submitted for review. Follow-up phone calls to those showing interest will be completed thus allowing each party to discuss options for ensuring equitable participation of private school students. The district will continue to evaluate the community and take the appropriate actions to provide equitable services to teachers and students should additional private schools open during the 21st CCLC grant period. During the first semester, the district will hold a private schools fair providing additional opportunities for consultation.

3.4 Community Notice and Dissemination of Information

Prior to the release of the RFP, the school district identified the eligible schools in greatest need of structured afterschool programming. The district's 21st CCLC Director reached out to the Principals at Ballard Elementary and Samoset Elementary to consult and discuss their individual needs for potential students to attend the 21st CCLC program. Once identified, the school district began a campaign to inform the community of the intent to apply for 21st CCLC funding immediately following the release of the FLDOE RFP, which included a press release to media through the school district's Communications, Family and Community Engagement Department, and publication on the District website under Hot Topics. Formats to disseminate information about the 21st CCLC proposal include having each school communicating the proposal to families via connect-ed automated system. In addition, eligible private schools were identified in which emails and certified letters including a questionnaire were sent. Follow-up and communication by the Collaboration Liaison to the private schools are done throughout the school year. The school district will continue to leverage the expertise and resources of the Department of Communications, Family and Community Engagement to assist in disseminating program information to the community on the submittal and approval of the grant via press releases to media and child-centered publications, posting through social media, posting the proposed grant on the district's website under 21st Century Community Learning Centers page and spreading the word through other appropriate channels. In addition, the complete proposal package will be available to the public

during the June 9, 2020 School Board Meeting. Once an Advisory Board is in place, it will be charged with dissemination and outreach activities as well.

The district has already developed and is currently maintaining a 21st CCLC webpage via the SDMC website (www.manateeschools.net). The STARS Grant information will be added to the current page and the two sites will link directly to this page. The information will include a list of schools and addresses, hours of operation, days of operation including school holidays, Site Coordinator email and contact information. The Program Director will work with Site Coordinators to update and maintain the content of the webpage monthly with pertinent program information to inform the community. The website will be updated within one month of receipt of the award notification and will include a copy of the 21st CCLC application. In addition, connect-ed automated phone messages to the families at each school site will be made informing them of the approval of the grant as well as instructions on how to register their child in the program including beginning date and times.

3.5a Partnership and Collaboration

To date, the district has secured three partners and letters of commitment and are included on the Partners Table attached. The School District of Manatee County's Extended Day Enrichment Program

(EDEP) is a fee based before/after school program with approximately 3,500 students attending 28 elementary schools. EDEP is committed to sharing its Bookkeeper at no cost to the grant, purchasing materials for participants, and securing resources. EDEP will purchase books, pencils and various consumable supplies and items for family member events. The Manatee Education Foundation (MEF) has agreed to partner with the 21st CCLC Stars Grant. Manatee Education Foundation is a not- for-profit organization which provides indirect support to the Manatee County School District through a variety of programs that benefit students and teachers. The Foundation acts as a liaison between the private sector and the public school system providing avenues for business, industry and community involvement in public education. The MEF committed to donating $100 for each year of the grant as well as providing a partnership to help support the success of the grant. The University of Florida/IFAS Extension Family Nutrition Program (FNP) AS Extension is a Florida implementing agency of the USDA's Supplemental Nutrition Assistance Program - Education (SNAP-Ed). Currently operating in 40 counties throughout Florida, including Manatee County, FNP empowers individuals with limited resources to eat healthy on a budget and be physically active to reduce the risk of obesity and chronic disease. FNP offers free nutrition education in schools, childcare centers, and communities. They also work to improve access to healthy foods and change the environment in which adults and

children make choices about food and fitness. FNP has offered to collaborate with the 21st CCLC Stars Grant and teach nutrition education classes to students and parents.

We will continue to seek additional partners who can provide monetary donations, goods and services, additional resources and volunteers. We will work with the School District of Manatee County WellYOU program. WellYOU provides a wellness program aimed to connect the most appropriate resources to instill a better understanding of and means to address key determinants of health and well-being. We will utilize their resources to help provide us with key resources for students and family engagements. Sample topics are: healthy eating, physical activity, stress management and mental well-being, disease management, personal safety and social connections. In addition, the School District of Manatee County Food and Nutrition Services (FNS) provides quality nutritious meals so students can learn and succeed. As a student centered program, FNS strives to cultivate a healthier future in an ever changing global society. FNS serves over five million student lunches and breakfasts each year and provides service to over 80% of the student population. In addition, the district's FNS began participating this school year in a new program called Community Eligibility Program or CEP. CEP provides free breakfast and lunch at participating schools no matter the families free/reduced status. Ballard Elementary and Samoset Elementary both participate in this program along with 22 other sites in Manatee County. Both sites also participate with the Fresh Fruit and Vegetable Program. Students receive a fresh fruit and vegetable snack where nutritional education is provided with the snack. Students learn interesting facts about the the fruit and vegetable they are eating like how and where they are grown and their health benefits. The afterschool snack component of the National School Lunch Program is a federally assisted snack service that fills the afternoon hunger gap for school age children. The School District of Manatee County's FNS will continue to secure an agreement to provide a daily nutritious snack during the after-school component.

3.5b Collaboration

The STARS Grant complies with the requirements of Every Student Succeeds (ESS) Act, as well as the State's Standards, and will be carried out in collaboration with the identified school sites. During the application process, consultation included: presentation to and survey of teachers, staff, and administration at each school to identify needs and wants. The grant design included: collaboration with district Curriculum Specialists to confirm that the enrichment pieces are well designed, input from parents/families, and partnering with key educators to ensure that the intended programming will correspond to the day-to-day curriculum. Since the proposed program will be housed at the actual school sites, 21st CCLC staff positions will be filled by current school site staff; school-based teachers will know what was taught during the school day and the homework assigned, providing better assistance to students. The

Program Director will collaborate with each school's staff and the district's Exceptional Student Education Department on Individual Education Plans and other specialized needs.

Continued Collaboration: Program staff will continue to work in partnership with the regular school day staff through emails as well as meetings at the school site to include: regular school day teachers, 21st CCLC Site Coordinator(s), and program staff. 21st CCLC staff is required to communicate with the classroom teacher monthly via communications log/progress report. This type of collaboration has proven to be effective in ensuring the students learning plan goals are being met. Improvement with regard to the program's objectives will be monitored with collaboration between the Program Site Coordinators, Teachers, Program Director, and Collaborative Liaison occurring monthly or as needed. Information will be accessed via the FOCUS student information system.

3.6 Target Population, Recruitment and Retention

The School District of Manatee County serves 50,000 students with 100% receiving free/or reduced lunch at Ballard Elementary and Samoset Elementary. More than half of the student body is of a minority race (52.6%) with 33.1% of Hispanic/Latino origin and 13.7% Black. The community's children and families face a number of heightened risk factors—from poverty to wellness to substance use—which are detrimental to their self-sufficiency and success. 20% of Florida's children are in poverty with 11% of children living in high-poverty areas (Annie Casey Foundation). According to Census data, 36% of the county's total households earn less than $35,000 annually (income and benefits). In Bradenton, where the two proposed 21st Century Community Learning Centers (21st CCLC) sites are located, 48% of the households in the 34205 and 34208 ZIP codes earn less than $35,000 annually (income and benefits). 39% of Florida's children living in single parent families.

The general health of the community's population is another risk. According to the Florida Department of Health, 30.8% of Manatee's elementary, middle and high school students are overweight or obese compared to 28.2% Statewide. In addition, only 22% of school students surveyed were physically active for at least 60 minutes per day for seven consecutive days. Data also shows that 24.9% of the population live within a 1/2 mile of a healthy food source compared to 31.8% Statewide (Florida Health Charts).

Academic and enrichment programming, occurring during non-school hours, can work to mitigate these needs. It has been noted that children without affordable out of school time care and supervision are at a higher risk for: academic failure, using drugs and alcohol, becoming crime victims, perpetrating juvenile crimes, and becoming teen parents (USDOE: Safe and Smart After-School Programs). According to the Annie Casey Foundation, 59% of fourth graders are not proficient in reading. Each school site will

give priority of enrollment to students identified with educational difficulties, special needs or heightened risk factors such as low-test scores, possibility of/or past retention, poor school attendance, etc. These students are representative of the community-wide students facing the most significant barriers to academic achievement.

In an effort to combat absenteeism—a predictor of a student's academic success—each school will leverage the resource of its Graduation Enhancement Technician (GET). This support technician has been put in place to identify students at risk and then provide mentorship, implement individual intervention strategies, collaborate with social workers and teachers, and conduct home visits. All 21st CCLC participants will partake in a menu of standards-based academic services and personal enrichment opportunities. Comprehensive, regularly scheduled services will be provided to adult family members five times throughout the year that tie to student achievement to include: reading/literacy strategies, STEM activities for home, and an agency fair to inform families of the wide-range of services available in the community.

This community supports the school district's STARS Grant as a way to close the gap in services for the county's most at-risk children. Impoverished and at-risk students will have free access to programming, occurring outside of the school day, which includes a comprehensive schedule of educational activities designed to foster academic success as well as provide opportunities for exploration and growth for the child and the whole family. The programs have been thoughtfully designed to meet the needs of these students and their adult family members. The program is site-specific, age-appropriate, and designed for each school's unique environment. Ballard Elementary and Samoset Elementary: 85 Students at each site in grades Kindergarten – 5th will attend after school from 3:15PM-6PM, Monday – Friday. With both schools being Title I schools, 100% of the students receive free/reduced lunch, and the majority of the students are of a minority race.

Recruitment and Retention: The following strategies will be used to reach and enroll the targeted students: Information will be presented at the Back to School Event/Open House that occurs before school starts as well as at the Back to School Night that happens once school is in session. Flyers and registration packets in English/Spanish will be sent home in backpacks. Each school will have a bulletin board displaying the activities planned, posters hung throughout the campus, and information on the marquee. Teachers, counselors, and Graduation Enhancement Technicians will work with 21st CCLC staff to ensure that students at high risk of retention are specifically invited to attend. To recruit parents and families, there will be direct contact (program representative at school events), automated phone calls (in English/Spanish), a newsletter disseminated, information posted on the easily searchable website, and planned family events that are relevant and interesting (based on survey responses).

Retention: To encourage students to remain in attendance from the beginning to the end of the program day, the schedule will be structured so that engaging, high energy activities are held the entire time. Also, adhering to school district protocol, elementary school students are not allowed to sign themselves out of a program. To encourage regular attendance, a number of attention-grabbing and fun enrichment activities and projects are planned to include: hands-on STEM (science, technology, engineering, mathematics) challenges, gardening, service-learning projects, arts and music, and physical education. Staff will be selected based on their credentials and certifications as well as on their enthusiasm in delivering an enriching program. Staff will communicate with parents on the importance of staying for the entire program day and regular attendance. A 21st CCLC Grant Attendance Policy will be put into practice, and enforced, so that limited space is not misused.

3.7 Time and Frequency of Service Provision for Student and Families

Ballard Elementary and Samoset Elementary will provide afterschool services to 85 students at each site in Kindergarten through 5th grade, Monday-Friday, for 180 days. Hours of operation will be 3:15PM –6:00PM. Each site offers daily homework help and academic enrichment, personal enrichment, socioemotional learning, STEM, arts, and physical education. Site Profiles Worksheets have been completed for each site and included as attachments. Sample Schedules have been provided as attachments to the grant application. These sample schedules match the times and frequencies of activities described herein.

Adult Family Member Education Activities: Several strategies will be employed to keep family members engaged. Input: family members will be surveyed at the beginning of the year to determine needs with adjustments made to the program to be responsive to the families. Giveaways: door prizes and other drawings—to include books, games, gift cards and other donated items—will be awarded after the completion of five activities/trainings designed for adult family members. Childcare: will be provided by experienced staff.

Ongoing Communication: every effort will be made to communicate the importance of each activity. Flyers will highlight door prizes and drawings as well as materials that will be made and/or given to participants to take home including make and take games, books, and resource bags. The schedule of events will be posted at the site, on the program website, and sent home with students. All communication with family members will be made in English and Spanish and other languages as necessary.

Each program plans to increase parent involvement through family events and workshops. Five (5) events per site will be designed to help family members improve their involvement in their child's education. A Welcome/Orientation Meeting will occur in addition to the five (5) events. Workshop dates and information will be disseminated

via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website, and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish. Participation will be monitored through sign-in sheets, attendance rosters, and/or evaluation surveys. Workshop quality, content, and parent satisfaction will be measured via evaluation surveys three times per year. As more 21st CCLC families become involved, the expectation is that there will be an improvement in student academic performance. Events will last approximately one hour and will provide parents with information designed to help them assist their children with educational activities at home including reading strategies, math skills, and simple STEM activities. In addition, with the priority placed by the FLDOE on such trainings, all sites will provide an adult event focused on counseling and mental health resources provided by district and school staff, as well as the district's "Well You" representatives. Childcare will be provided. Classes are subject to change based on the needs of each site, their students, and families; however, the overall theme will remain focused on family involvement in their child's education. 21st CCLC staff will receive professional development as necessary to ensure the implementation of family member services offered at each site. Parent activities are supported by the program budget (DOE101s).

3.8 Program Evaluation

In accordance with ESEA Sec. 4205(b), the Manatee County 21st CCLC program will meet the Measures of Effectiveness by (1) basing all activities on evidence-based research or best-practices for afterschool programs to impact student achievement; (2) ensuring all activities are aligned to need-based objectives; and (3) ensuring all objectives are measured with performance indicators to assess student success and achievement. To achieve compliance with these federal expectations, the Manatee County 21st CCLC program engaged an independent evaluator to help establish an evaluation plan that fully supports the needs of students and parents, faculty and staff, the Florida Department of Education (FLDOE), and the United States Department of Education (USED).

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EVALUATION PLAN AND ACTIVITIES FOR EVALUATION: Based on the research-based concept of M.Q. Patton, the evaluation plan is firmly rooted in the Developmental Evaluation model. This model is most appropriate for 21st CCLC programs, as it does not see the program as a static system (unlike traditional evaluation models). Rather, developmental evaluation brings rigor, method, and understanding to highly complex and evolving systems (which includes the vast majority of education programs). In essence, this developmental model evaluates programs in "real time", embracing the plethora of complex interactions between the various stakeholders and environmental factors (e.g., students, parents, teachers, administrators, school district, community partners, the state, the feds, etc.). The evaluation plan is further enhanced with the use of Utilization-Focused Evaluation (developed to support developmental evaluation), which frames evaluation to focus on actionable results (rather than static numbers). Overall, these approaches form a system-oriented approach for 21st CCLC evaluation,

with an emphasis on knowledge integration and the communication of evaluation results internally and externally.

Based on this developmental and utilization-focused evaluation approach, the 21st CCLC Evaluation Plan is firmly grounded in a commitment to continuous improvement of operations, services, and outcomes. The cornerstone is a logical process of planning, data collection, analysis, reporting, and refining. As such, evaluation will include three connected elements to help ensure the program being implemented is effective, efficient, and sustainable: continuous improvement, formative evaluation, and summative evaluation. Ongoing evaluation will be conducted using the Continuous Improvement Model (CIM), a quality-based approach used within educational settings and particularly effective for reducing achievement gaps between student subgroups. The model focuses upon individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on program objectives and outcomes. With the support of the external evaluator, the 21st CCLC program will be supported in collecting and analyzing available data at least quarterly by comparing the obtained data using within-subject methods to determine individual changes among participating students.

The immediate and individualized feedback provided through CIM is particularly important for implementation of this 21st CCLC model to help guide/ensure the highest impact for each student.

Evaluation will also be conducted through formative and summative evaluations, both of which incorporate elements from CIM and provide formal reports on processes/outcomes. The program will also be supported in utilizing CIM to help guide any immediate operational changes necessary to provide a high-quality program, including such areas as staffing changes, project-based learning plan adjustments, or increased resources to specific projects or subject areas. The evaluation process will provide a structure for (1) generating information needed for ongoing program refinement, (2) assessing progress in meeting outcomes, (3) documenting/analyzing how the model works in practice, (4) documenting/analyzing change in student's actions, attitudes, knowledge, performance.

TIMELINE FOR EVALUATION ACTIVITIES: It is critical that 21st CCLC programs maintain an understanding of the general timeline for evaluation deliverables due to the Florida Department of Education and the United States Department of Education. The timeline is essentially established by the FLDOE. However, the general timeline follows, and is provided to help demonstrate School District of Manatee County knowledge and commitment to the 21st CCLC evaluation process.

* August: Establish Pre-Post Assessments for Fall
* August: Create Master Database for All Required Student Data
* August: Identify Potential Hurdles to Data Collection
* August: Ensure pre-tests are provided for all students attending
* September: Pull Baseline from Master Student Database (Submitted to EZReports)
* October: First Evaluation Site Visit / Interim Report
* December: Ensure mid-tests are provided for all students attending
* January: Ensure mid-tests are completed for all students attending
* January: Pull mid-year data from Master Student Database (Submitted to EZReports)
* January: Develop Mid-Year Report and Submit through EZReports
* February: Second Program Visit and Interim Report
* February: Submit Formative Summary Report (through EZReports)
* March: Submit Modifications from to Formative Summary (through EZReports)

* April: Develop Summer Pre-Post Assessments
* April: Develop new Master Student Database (Summer starts new data year)
* April: Collect Student, Teacher, and Parent Surveys (Online or Paper-Pencil)
* May: Ensure post-tests are provided for all students attending
* June: Ensure summer pre-tests are provided for all students
* June: Pull End-Of-Year Data from Master Student Database (Submitted to EZReports)
* June: Develop End-of-Year Data Report and Submit to FDOE (through EZReports)
* July: Ensure summer post-tests are provided for all students
* July: Review Master Database (Summer) before Academic Year
* July: Develop and Submit Summative Evaluation Report (through EZReports Upload)
* July: Aggregate Data for Entry into Federal Data System (21APR)
* July: Submit Federal Data (21APR)

The following provides a timeline for the types of data to be collected to assess project objectives and performance. Each type of data is followed by the estimated frequency the data will be collected. Details about measures specific to objectives are provided in the objectives table (attached to the application). Data collection will include: (1) student attendance (daily); (2) average daily attendance and student enrollment (Monthly); (3) State Standardized Assessments in Reading, Math, and Science (Annual – Prior & Current Years FSA for grades 3-5, SSA Science 5th grade only); (4) student course grades in Reading, Math, and Science (Quarterly); (5) school records on student absences from regular school day (Bi-Annual – Mid-Year and End-of-Year); (6) Pre-mid-post curriculum-based knowledge assessment in Social Emotional Learning (tri-annually); (7) Pre-Mid-Post assessment in personal enrichment activities (tri-annually); (8) Staff surveys of professional development to effectively provide 21st CCLC activities (Annually); (9) Teacher and Staff Surveys on student impact and change (Annually); (10) Attendance logs from parent events (Monthly; By Event); (11) Adult Literacy Performance Surveys (ALPS) from all literacy-based parent events (Monthly; By Event); and (12) FLDOE Student and Parent Satisfaction and Impact Surveys (Annual).

Pre-Mid-Post Data Collection: One of the more important elements of the evaluation plan is ensuring program-specific data are collected within timelines that allow for timely reporting to the FLDOE. While most performance data are managed by the school district and obtained by the program, some data are collected and managed directly by

the program – primarily pre-mid-post personal enrichment assessment data. In order to ensure timely data collection and consistency across all program staff, the program will utilize three "testing windows" for the pre-mid-post assessments: (1) Pre-Test data will be collected from all students attending the program from the first day of operation through November 30;(2) Mid-Test data will be collected from all students attending the program from December 1 to February 29; and (3) Post-Test data will be collected from all students attending the program from March 1 to May 30. Students with any attendance during these "windows" should receive the respective assessment.

DATA COLLECTION, MAINTENANCE, AND REPORTING: Data will be collected within three general categories: (1) District Data; (2) Program Data; and (3) Stakeholder Data.

(1) District data will include all student demographics, state standardized tests and end-of-course exams (from prior and current years), student report card grades, district diagnostic results on all students, student attendance during the school day, and any other additional data deemed useful for the evaluation process.

(2) Program data will include (A) student attendance (daily) and enrollment status, (B) demographics not available from the district (e.g., single-parent family status), (C) program operational information (e.g., hours, activities, facilities, staffing, and partners), (D) adult family member data (e.g., attendance logs to adult events, adult literacy performance surveys), and (E) student pre-mid-post assessment data for all personal enrichment activities (e.g., social-emotional learning). All objective assessments proposed within this grant measure change in student or family member performance during the entire course of the program year. All objective assessments proposed allow for submitting quantitative baseline data at the beginning of the program year, quantitative change or progress toward meeting the objective by the middle of the

program year, and change in performance by the end of the program year for all students participating in 21st CCLC programs.

(3) Stakeholder data will be collected through required teacher surveys, parent surveys, student surveys through the procedures developed by FLDOE and enhanced with the strong connection to parents and teachers. All survey data will be collected through electronic systems to ensure accuracy of collected data, either those provided by FLDOE or developed by the program. Response rates will be improved through a number of methods: (1) the principals and School District of Manatee County will assist in encouraging survey completion; (2) surveys will be distributed equally to teachers, when possible (to avoid overburdening any one teacher); and (3) teachers will be provided incentives from program partners to encourage participation (e.g., gift card).

DATA MAINTENANCE: Data will be maintained in accordance with rules and regulations of the School District of Manatee County, the Florida Department of Education, the United States Department of Education, and federal law governing education data (e.g., FERPA, HIPAA). All data entered into EZReports will also be fully maintained in

"offline" databases to ensure (1) that a backup of data is maintained should anything happen with EZReports and (2) that staff members can have immediate access to necessary data even if they do not have access to EZReports. As recommended by the FLDOE, EZReports must not be considered a data storage system for the program, as data can be easily deleted or erased. In addition to maintaining databases, all surveys and hard-copy assessments will be maintained in a central location for future needs or to provide backup documentation to the Florida Department of Education.

DATA REPORTING: The Manatee County 21st CCLC program will work with the parent agency to implement the 21st CCLC program while also ensuring all necessary data are collected and reported to both the Florida Department of Education (FLDOE) and the US Department of Education (USED). The evaluation plan includes necessary procedures for

collecting and reporting accurate data to both federal and state entities, including program operational data, staffing and activity data, student enrollment and attendance, student demographics, student achievement data, and stakeholder surveys (e.g., student, parents, and teachers). The data collection and evaluation plans include all data and stakeholder surveys expected by the FLDOE and USED to assess overall performance of the 21st CCLC program under the Government Performance and Results Act (GPRA), including improvement in homework completion, class participation, and behavior (getting along with other students).

US Department of Education (USED): Accurate and complete federal reporting is critical to establishing the success of this 21st CCLC program, the Florida 21st CCLC initiative, and the national 21st CCLC initiative. The School District of Manatee County will report aggregate data directly to the federal 21APR (Annual Performance Report system required by the USED). This reporting is completed entirely online three times per year (summer reporting, Fall reporting, Fall/Spring combined reporting). This process will include the Federal Data Alignment Tool required by the FLDOE and the submission of actual data to the USED 21APR.

Florida Department of Education (FLDOE): As with federal data reporting, it is imperative that state reporting is also accurate, complete, and valid. The Manatee County 21st CCLC program will report state evaluation data and findings primarily through the EZReports system (e.g., mid-year reporting, end-of-year reporting) and will ensure all data necessary for EZReports is entered and accurate throughout the year.

COORDINATION OF EVALUATION ACTIVITIES: The evaluation process will include coordination with program staff, students, family members, and other stakeholders. The Manatee County 21st CCLC program director will coordinate with program staff to allow them to help decide when to give pre-mid-post assessments (within the testing windows presented under the data collection timeline) and how best to administer the assessments for their students. Program staff will also be provided training by the program director on how to administer assessments, how to use the evaluation findings to inform decisions at the classroom and site levels, and how to use ongoing data assessments to drive differentiated instruction within the broader project-based learning plans. Program staff input into these processes is critical and will be elicited during staff trainings throughout the year. Students, parents, and other stakeholders will also be integral to the overall evaluation plan and ongoing continuous improvement model. In fact, students, parents/caregivers, and other stakeholders (e.g., principals,

administrators, partners), will be invited to take part on the 21st CCLC Advisory Board to help inform program content that drives the evaluation of program processes and impacts. These stakeholders will not only help inform the evaluation activities, but will be integral in helping address any evaluation findings and recommendations. All stakeholders are provided opportunities to inform the evaluation process from design, to implementation, to reporting of results, to modifications.

EVALUATING PROGRAM IMPACT: As required under federal law, the Manatee County 21st CCLC program is firmly rooted in providing supports and activities that impact the academic performance of regularly participating students, particularly in English language arts, mathematics, and science. As such, most of the metrics and outcomes are understandably measured with academic data and student academic performance. However, to help further enhance student performance, additional objectives are included for personal enrichment and adult family member activities. Regardless of the objective, as required by the FLDOE, all assessments proposed within this grant measure change in student or family member performance during the entire course of the program year. All objective assessments proposed allow for submitting quantitative baseline data at the beginning of the program year, quantitative change or progress toward meeting the objective by the middle of the program year, and change in performance by the end of the program year for all students participating in 21st CCLC programs.

A Formative Evaluation summary will be completed at mid-year, with additional interim debriefings provided after on-site visits. The formative summary will include a review of accomplishments and challenges, actual versus proposed operations, progress towards approved objectives, and recommendations for improvement. Summative Evaluations will be completed at the end of each year and will have additional information on program outcomes and more detailed information about activities and operations with the greatest success. The purpose of reports is recording and developing a model program that can be presented to potential funders to enhance sustainability and continuation of the program. Summative evaluations will include program operation, activities, attendance, academic performance, teacher impact survey, staff information, and partnerships. Focus will be placed on (1) evidence of program quality (using Florida Afterschool Network Standards); (2) student attendance trends; and (3) progress towards the performance (impact) measures included in the Measurable Objectives Table (submitted with this proposal). Recommendations for program refinement will be based on both quantitative and qualitative data collected to assess progress on objectives. Focus groups with providers, school staff, students and parents may be

conducted to collect additional qualitative and satisfaction data to help inform evaluations.

USE AND DISSEMINATION OF EVALUATION RESULTS: The process for sharing and distributing information is an integral part of the evaluation plan. Distribution of evaluation findings and recommendations will occur at three levels: (1) administrators, (2) staff members, (3) stakeholders. As part of continuous improvement, monthly conferences will be held with the evaluator, program director, principals, and any staff wishing to participate. During these meetings, data trends and operations will be reviewed with a focus on program improvement, refinement, and alignment with Florida's Afterschool Standards. Data will be used by the program director and teachers during weekly meetings to help tailor the program to the needs and progress of individual students. For formative and summative evaluations, the evaluator will provide written reports to the program director, and (under the developmental evaluation model) will help guide the program in understanding and refining any identified concerns within the complex and evolving system of the 21st CCLC program. Following site visits, a debriefing will be provided to 21st CCLC staff to: (1) engage staff in addressing challenges; (2) promote "buy-in" into evaluation as a

"living" process; and (3) promote discussion, cross-training, and support. All 21st CCLC staff will be debriefed and engaged in addressing challenges identified through evaluation activities. Finally, evaluations and findings will be shared electronically, such that the program can share reports with all stakeholders (e.g., school administrators, parents, and partners) to share information about the program and encourage feedback about ways to improve.

SHARING RESULTS WITH COMMUNITY: The Manatee County 21st CCLC program believes all stakeholders are part of the extended learning community. In order to help ensure the community receives and understands evaluation results, the formative summary and summative evaluations will be uploaded to the 21st CCLC website. In addition, should any member of the community wish to review the summative evaluation in person, a hard copy will be provided to all targeted schools (with permission of the principal). One of the most important methods of informing parents and more involved stakeholders within the community is through Advisory Board meetings and Adult Literacy Events. Following evaluation reports, the findings and recommendations will be presented to the Advisory Board for comment and feedback. In addition, the findings and recommendations will be presented during one of the adult literacy events immediately following the receipt of the evaluation reports.

MEASURABLE OBJECTIVES AND ASSESSMENTS: As required, the Manatee County 21st CCLC program has provided the required number of objectives on the Measurable Objectives and Assessments structured form – including both statewide standard

objectives and applicant-specified objectives. For each objective, as included on the Measurable Objectives and Assessments structured form, the Manatee County 21st CCLC program has detailed (in the space allowed) a rationale for the proposed benchmark, an assessment plan for when and how data will be assessed, and data collection methods to ensure accurate collection and reporting. All measurable objectives and assessments are attached on the required structured form.

3.9 Approved Program Activities

With 21st CCLC support, impoverished and high-risk students will have access to free services, held during the hours when school is not in session, which are designed to promote academic and personal success.

Homework Help: Will be delivered to all program participants, grades Kindergarten - 5th, for approximately 30 minutes daily. Certified staff will work with small groups and one-on-one to assist students with homework. Students will be grouped by grade level to aid the process. Peer-to-peer interaction will also support homework completion and allow students time to review, revise, and reflect on assignments. Staff will coordinate homework activities with regular school day teachers: The Site Coordinator will work with grade level Team Leaders to monitor homework assignments each week. This information will be shared with the afterschool staff, so they are aware of the assignment's students are expected to complete each day. This communication between the regular day teachers and afterschool staff is vital. How it improves student academic achievement: Ensuring students complete their homework and have access to additional instruction through certified teachers on a regular basis will support student academic improvement and achievement.

Academic Enrichment/Remedial Education Activities: Delivered to participants, grades Kindergarten - 5th for approximately 45 minutes daily.

•Reading, Language Arts/Literacy: Tailored to meet the needs of the students, this support will focus on the areas of reading that are typically the most challenging for this population, including: phonics, vocabulary, comprehension, and fluency. Materials to support these areas will be purchased. Certified Teachers will provide instruction and activities that include a wide range of teaching modalities to meet the learning styles of all students.

•Math: Certified Teachers will plan standards-based lessons targeting key concepts and skills that are typically the most troublesome, e.g. problem solving, fractions, and reasoning skills. Lessons will incorporate different learning styles to reach all students, and materials will support hands-on learning.

•Science/STEM: Students will engage in experiential education through a hands-on approach to problem solving using science, technology, engineering, and math. Because

this is a new educational experience for this school, professional development is included in the program design. Purchased materials include lesson plans geared for each grade level allowing students of all abilities to participate. In addition, we will implement the new program DimensionU. Through DimensionU students participate in a highly effective and engaging, interactive educational video game program for mathematics and literacy. DimensionU provides supplemental curriculum that aligns to state standards. In addition, it provides a complete tracking of student academic performance and product use statistics. The program will connect students not only at the local sites but also extends across to other enrichment-centered organizations. These networks can effectively help connect groups of students around a local community, region and even the country, in a safe, digitally rich and engaging environment that intrinsically encourages responsible decision making. STEM activities will be offered for approximately 45 minutes for at least 2 days a week.

•Third Grade Promotion: There are serious implications to a student's likelihood of graduating from high school when reading competency is not achieved by third grade.

Retention is not the first strategy or option for support. Students will be identified who are struggling to read as early as kindergarten, with frequent literacy screenings and parent notification/updates on progress. Students are given individual reading plans, home reading strategies and intervention support services through 21st CCLC, and reading progress is monitored and shared with parents at frequent intervals throughout the year.

•Social Emotional Learning-Responsible Decision Making: While students will demonstrate problem solving skills throughout all activities, specific to the SEL objective will be the implementation of Purpose Prep. Purpose Prep creates the framework for meaningful and needed conversations that open students up to discussing very important life issues and skills. The program helps to improve positive social interactions, improve SEL practices and abilities, reduces emotional distress and problem behaviors. In addition, Purpose Prep provides evaluations as well as professional development for staff. The Purpose Prep program empowers students to reach their full potential by facilitating an engaging learning experience that develops the whole child.

Personal Enrichment: Two personal enrichment's - Cultural Awareness and Health and Nutrition - will be delivered to participants, grades Kindergarten - 5th, for at least 30 minutes a day with some activities lasting approximately one hour.

•Cultural Awareness through the Arts and Music: The cultural awareness project will be ongoing throughout the year with each student having the opportunity to participate in lessons and activities that explore a variety of cultures through use of literature, music, and visual arts. Activities include a cultural study of various traditions, holidays, food,

and art and music. Students will be able to authentically demonstrate learning through musical performances, art projects, and/or presentations.

•Health and Nutrition: Activities include personal health and wellness. SPARK, a research-based physical education curriculum, provides students with inclusive, active movement opportunities that foster social and motor development. The program includes: cooperative, cultural and aerobic games, dances from the world, and skill/sport activities. In addition, the 21st CCLC Garden Project integrates reading, math, science and supports healthy eating and wellness. Students will learn about food production, proper eating habits, and nutrition as well as observe the growing cycle of various plants. As a culminating activity, students will prepare their harvest and present reflections. This project will last for approximately one quarter, and students in grades Kindergarten - 5th will participate on a daily basis for at least 30 minutes.

Improving student academic achievement: Activities will target areas in which students are underperforming to build competencies that will carry over to the regular school day. The activities complement the day-to-day learning, which follows the Florida Standards that guide classroom instruction. Staff will consult with FLDOE's listed standards and the school district's Curriculum Specialists to ensure that standards are incorporated and reinforced afterschool.

Supporting the regular school day: By referencing the district's curriculum pacing guides, and regularly communicating with the school day teachers, activities will better align with the daily instruction. Reading and math lessons during afterschool will complement the school day to support and reinforce concepts. Activities will be planned on a monthly basis and revised to stay in line with what students are learning and/or with areas needing additional support. Addressing different learning styles: The program will make learning fun as various teaching methods are employed to reach students of all learning styles. Direct instruction through both small groups and whole class will occur along with cooperative learning strategies, the use of educational games, technology, and hands-on materials. Students will have the opportunity to learn in different areas of the school including outdoors and through a less structured classroom setting.

Day in the Afterschool Program: begins at 3:15 p.m. with dismissal from the regular school day and supervised transition to the cafeteria. Attendance is taken, and a healthy, nutritious snack is provided. Note: snacks are managed through the cafeteria and provided by the National School Lunch Program. Students interact quietly or start homework. At 3:30 p.m. Certified Teachers pick their respective groups up from the cafeteria and head to classrooms for approximately 30 minutes of homework help. Students are grouped by grade level and stay within the ratio of 1:10. At 4:00 p.m. the groups begin academic enrichment, lasting about 45 minutes, which includes reading and math activities, project-based learning, and STEM. At 4:45 p.m. students move to

personal enrichment that also includes project-based learning time integrated with art and music, and activities related to health and wellness. Groups remain within the ratio of 1:20 and are led by enrichment teachers. Dismissal occurs at 6:00 p.m. and students may leave once signed out of the program by a parent or authorized adult. There will be a 21st CCLC Program bulletin board located near check-out to inform parents of the schedule, policies, and upcoming events.

3.10a Staffing & Professional Development

The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. The Program Director will report directly to the Deputy Superintendent of Instructional Services. Included on the program team is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Project Director, Deputy Superintendent, and the Finance Department. The bookkeeping services are an in-kind contribution, and a testament to the significant support the 21st CCLC Program will receive. A Collaboration Liaison will be responsible for coordinating with both sites as well as private schools as needed. These positions will be housed at the district's Professional Support Center.

The Program Director will hire a Site Coordinator at each site who is critical to properly implementing the 21st CCLC Program effectively, efficiently, and with fidelity. This process begins with the communication between the Program Director and the school site's Principal and their input.

Additional staff include Certified Teachers to facilitate all academic enrichment. Paraprofessionals will also be employed to support the required ratios and may lead personal enrichment activities. Once we have reviewed their qualifications, hiring of teachers/staff is determined by the Program Director with input from the Administration and Site Coordinator at each site. Job descriptions will be provided for Site Coordinators and Staff clearly outlining their responsibilities and a signature of acknowledgement is required. As a district based program, we have the lines of communication established for working with the teachers, administrators of the schools, as well as the administration at the district level which ensures the quality of our success. We have access to the school district's Human Resource Department system which conducts criminal background checks on all employees working directly with children. All district staff undergo a Level II background screening, and at least two staff members per center will have CPR certification.

The school district will recruit Certified Teachers from the current pool of teachers and paraprofessionals, who are highly qualified, trained, and experienced in working with students. These staff members participate in a number of professional developments

related to academic achievement through the district's Office of Professional Learning. Teachers hold teaching certificates in the State of Florida in Elementary Education, Middle Grades, or Secondary Education and are certified to teach reading, math, and science. The Paraprofessionals are highly qualified with at least 60 credit hours of college or hold an Associate's Degree. Many have additional certifications, degrees, special skills, and talents, thus adding to the positive development of students being served. Ongoing training will be provided by the Program Director should new staff be needed throughout the program. All staff will receive a Staff Handbook outlining guidelines and procedures.

3.10b Professional Development

Professional development plays an essential role in successful education improvement. On-going professional development for the staff will be provided throughout and will utilize advance methods to improve teacher/staff effectiveness which will result in student achievement. Addition development consists of increasing effectiveness with the program, increasing capacity to work with special populations, enhancing delivery of educational instruction and developing SEL by managing, harnessing emotions and control in the classroom day by day.

Staff includes a Site Coordinator at each school, a Program Director and Collaborator Liaison that monitors and observes staff offering feedback on the quality and effectiveness of instruction. The Site Coordinators and Teachers/Staff possess the knowledge and skills sufficient to assist participating children in meeting the State's performance standards.

All program staff will participate in quarterly professional development sessions specific to the 21st CCLC Program. The Program Director will conduct the initial orientation training in areas of: 21st CCLC Grant Requirements, Safety, Coordination with School Day, Partnership Development, Recruitment and Retention, Enrichment Resource Development, Data Collection and Documentation. Upon completion of this training, the site coordinators will be expected to train and support their colleagues in these areas. Training on goals, objectives, activities, procedures, and other policies will be ongoing, as needed. Additional training may also include CPR/First Aid, EZReports, Purpose Prep (SEL program), DimensionU program and STEM curricula in order to deliver an effective and successful program with fidelity. Facilitating guests speakers for training will be conducted by the Program Director.

Each staff member will have a professional development plan which will include the following topics: Emotional Support, Classroom Organization, Instructional supports; Working with Special Needs, Time Management and Dealing with the Difficult Parent. Additional professional development options are available for staff through SDMC, which is provided for no-cost.

The Program Director and Site Coordinator will monitor the professional development plan, meeting the training goals and implementation of best practices learned in the training. In addition, the Program Director will participate in the required statewide training along with one other staff person.

3.11 Facilities

Safe and easily accessible, the 21st CCLC STARS Grant is housed at two public elementary schools. Programs will have access to the following: cafeteria, multi-purpose room, media center, classrooms, art room, music room, and indoor/outdoor recreation areas including playground and field. Each of the two public schools are secured with cameras as well as facility gates surrounding the sites. In addition, each of the sites comply with the Americans with Disabilities Act and are equipped with handicap-accessible features. DCF licensure is not applicable as the program serves students Kindergarten-5th grade in public school facilities.

3.12 Safety and Student Transportation

Each site will maintain safety of students at all times through structured activities supervised by well-trained and caring School District of Manatee County staff. The program will meet hiring requirements set forth in the Florida Statutes, and practiced by the school district, by hiring qualified SDMC staff with appropriate certifications, completed background checks, and fingerprints; records are kept up-to-date as required by district policy. At least two staff members shall be present during program hours who are trained in CPR/First Aid.

Students will be monitored at all times, upon arrival to the program, between transitions and classes, and during dismissal. Staff members will take attendance and share the results with the attendance monitor before students can move to an after-school classroom. Attendance is taken through each transition. Each site will follow district-established policies and procedures for student safety in emergency situations. Safety drills will be practiced during program hours. Staff will document any illness or injury and provide a detailed report to the Site Coordinator who will contact parents. Each school facility has a secured entrance, and requires visitors to sign-in and have driver's license or state issued picture ID. Each facility also has security fencing, and cameras placed around the campus. All students must be signed-out by a parent /guardian or authorized adult who is listed on the registration form. Picture identification will be required.

Student Transportation to the after-school program is not necessary as the targeted schools are the 21st CCLC Program sites. Transportation home from the after-school program is the responsibility of the parents at each site. The district has a late pick-up policy. As part of registration, the parent/guardian is notified of the policy. If an

authorized adult has not shown by 6:30 p.m., and all emergency contacts have been exhausted, law enforcement will be contacted for help.

3.13 Sustainability

Since 21st CCLC funding is for a limited period, we will utilize resources available to help leverage additional funds in order to sustain the STARS afterschool program. Collaboration throughout the grant with community agencies will be continued along with seeking new partnerships.

An Advisory Board will be created by the Program Director and meet bi-annually regarding program development, implementation, monitoring, evaluation and decision making. Ongoing communication protocols between the partners are also in place including in-person and virtual meetings. Members will include site specific school administrators, parents, student advisor, teachers, and other diverse members of the community. The 21st CCLC Advisory Board is able to make recommendations on how the program will be implemented. Documentation (minutes and signatures of attendees) of these meetings will be kept for verification.

We will utilize the Advisory Board to help lead the partners to create a sustainability plan in the beginning of the grant. Using the sustainability workbook, published from the Afterschool Alliance, The Road to Sustainability, the partnership will build a more diverse sustainability plan. Through the work of the district's STARS Grant Advisory Board, the school district's Grant Resources Specialist, and partnerships additional funding sources such as state and federal grants will be sought to offset program costs. Sustainability is also tied into the program's summative and formative evaluation.

We will continue to work with current partnerships such as the Extended Day Enrichment Program, Manatee Education Foundation and the UF/FAS Extension Family Nutrition Programs. In addition, additional partnerships will be pursued to support the program in years 3-5; the level of services will not be impacted. To build sustainability, the program's impact and positive outcomes will be disseminated on a regular basis to build community awareness and support.

Cohort 19 (2020-21) RFP Scope of Work/Narrative Addendum

Agency Name: School District of Manatee County Project Number: 410-2441B-1CCC4

Program Name: STARS

Use this form to add any parameters and information needed to satisfy the requirements included in the RFP. Add all items as bullet points including the section name and number.

This change includes: ☐ Additions ☐ ~~Deletions~~ ☐ Both

The following items are incorporated as part of the Scope of Work:

3.1 Project Abstract

- Adjust the number of days of operation.

  The School District of Manatee County's STARS (Students That Are Reaching Success) Grant provides services to two school sites serving high-risk populations of students. Ballard Elementary and Samoset Elementary will serve 85 students after-school at each site in Kindergarten through 5th grade, Monday-Friday, for 172 regular days/ 3 early release days. Hours of operation are 3:15PM-6:00PM regular days and 1:30PM-6:00PM on early release days. Each site offers daily homework help, academic enrichment, personal enrichment, socio-emotional learning, STEM, arts, and physical education. Activities address the goal of increased academic achievement. Educational workshops on high-interest topics are regularly scheduled for adult family members. In addition, the program provides a system of support, academic enrichment, life skills, and training designed for self-sufficiency and success. The School District of Manatee County (SDMC) STARS Grant offers a collaborative relationship with the school staff and administration to provide supervision during the times when a student may otherwise be alone in harm's way.

3.2 Applicant's Experience and Capacity

- Describe what pertinent experience the agency has in using evaluation data to improve program plans in an effort to improve program quality.

  The School District of Manatee County has a broad range of experience in providing services in line with the 21st CCLC program goals, objectives, and approved activities from standards-based education to nationally-awarded STEM programming to research-based curricula within traditional school sites as well as alternative sites. The district is responsible for administering effective programs, delivering comprehensive education, and providing complementary services to nearly 50,000 school-aged youth in public and charter schools. A significant part of this work includes the oversight and proper stewardship of numerous federal, state, and private grant initiatives. The Adult, Career, and Technical Education Department, where the 21st CCLC Program will be housed, has raised over $6,850,134.00 in funds and oversees many local, state, and federal grants including annual funds from the Carl D. Perkins Vocational and Technical Education Act of 1998. The school district has extensive experience in using evaluation data to improve programming and overall program quality by collecting, maintaining, analyzing, and reporting accurate data. Processes include: ongoing professional development for staff, FOCUS student information system that tracks all student data, and oversight from the school district's Research and Assessment Department. Data is reviewed on a regular basis and formative and summative evaluations are used to inform program changes and modifications throughout the project year.

3.3 Needs Assessment

- Please ensure all data added to the benchmark justifications for academics on the Objectives Table are consistent with the data presented in the Needs Assessment section of the narrative.

The needs assessment also included a review of the state assessment data from 2019; including English/Language Arts, Math, Science and Third Grade Promotion. For Ballard Elementary, the 2019 FSA results reported the number of students scoring a 3 or above on the following: ELA -35%, Math -52%, Science -29% and Third Grade ELA (2+) -66%. For

Samoset Elementary, the 2019 FSA results reported the number of students scoring a 3 or above on the following: ELA - 34%, Math -53%, Science -23% and Third Grade ELA (scoring 2+) -60%.

3.7 Time and Frequency of Service Provision for Student and Families

- Adjust the number of days of operation.

Ballard Elementary and Samoset Elementary will provide afterschool services to 85 students at each site in Kindergarten through 5th grade, Monday-Friday, for 172 days. Hours of operation will be 3:15PM – 6:00PM. Each site offers daily homework help and academic enrichment, personal enrichment, socioemotional learning, STEM, arts, and physical education. Site Profiles Worksheets have been completed for each site and included as attachments. Sample Schedules have been provided as attachments to the grant application. These sample schedules match the times and frequencies of activities described herein.

- Include information about holding an Adult family member education activity on mental health resources.

Each program plans to increase parent involvement through family events and workshops. Five (5) events per site will be designed to help family members improve their involvement in their child's education. One of the five events will focus on mental health resources for parents and families of actively participating students. This will be accomplished by offering an agency fair with various vendors from the community that offer services and resources related to mental health and awareness. A Welcome/Orientation Meeting will occur in addition to the five (5) events. Workshop dates and information will be disseminated via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website, and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish. Participation will be monitored through sign-in sheets, attendance rosters, and/or evaluation surveys. Workshop quality, content, and parent satisfaction will be measured via evaluation surveys three times per year. As more 21st CCLC families become involved, the expectation is that there will be an improvement in student academic performance. Events will last approximately one hour and will provide parents with information designed to help them assist their children with educational activities at home including reading strategies, math skills, and simple STEM activities. In addition, with the priority placed by the FLDOE on such trainings, all sites will provide an adult event focused on counseling and mental health resources provided by district and school staff, as well as the district's "Well You" representatives. Childcare will be provided. Classes are subject to change based on the needs of each site, their students, and families; however, the overall theme will remain focused on family involvement in their child's education. 21st CCLC staff will receive professional development as necessary to ensure the implementation of family member services offered at each site. Parent activities are supported by the program budget (DOE101s).

3.12 Safety and Student Transportation

- Include information as to where the facility is located in relation to the students' schools and homes.

Each 21st Century Facility will be located on the campus of the targeted school. Therefore, the students will not have to leave their regular day school location to attend the program and transportation to the program is not required. The facilities are located in the school buildings of the student's assigned attendance zone and within an appropriate distance to their homes. Students will be monitored at all times, upon arrival to the program, between transitions and classes, and during dismissal. Staff members will take attendance and share the results with the attendance monitor before students can move to an after-school classroom. Attendance is taken through each transition. Each site will follow district-established policies and procedures for student safety in emergency situations. Safety drills will be practiced during program hours. Staff will document any illness or injury and provide a detailed report to the Site Coordinator who will contact parents. Each school facility has a secured entrance, and requires visitors to sign-in and have driver's license or state issued picture ID. Each facility also has security fencing, and cameras placed around the campus. All students must be picked up by a parent

/guardian or authorized adult who is listed on the registration form. Picture identification will be required.

Appendix A
Continuing Improvement 2021-22

Agency Name: Manatee CSD Project Number: 410-2442B-2CCC4

Program Name: Ballard/Samoset

Reason(s) for the change:
New GPRA measures
Removed external evaluation requirement

This change includes: □ Additions □ ~~Deletions~~ √ Both

Narrative Language:

In the 2021-22 program year, the GPRA (Government Performance and Results Act) measures for the 21st CCLC program changed per the USED. Due to those changes, the Florida 21st CCLC program modified the state program objectives and evaluation plan to align with these new measures. The 21st CCLC program has elected to implement the new program objectives and utilize the new evaluation plan at their site during the 2021-2022 project year. Starting the 2021-2022 program year, the Nita M. Lowey 21st Century Community Learning Centers will be implementing the new objectives and utilizing the new evaluation plan. The Program Monitor and the Program Coordinator will be responsible for data collection and data entry in EZReports.

Section 3.8 Program Evaluation

In the 2021-22 program year, the requirement for an external evaluation was removed for 21st CCLC programs. This has been removed from the budget narrative as it is no longer necessary to allocate funding for an external evaluation.

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2022-23

Agency Name: School District of Manatee County

Project Number: 410-2443B-3CCC4

Program Name: STARS GRANT

Reason(s) for the change:

There are no changes to the grant for the 2022-2023 school year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2023-24

Agency Name: Manatee County School District

Project Number: 410-2444B-4CCC4

Program Name: MCSD 21st Century STARS Grant

Reason(s) for the change: There are no proposed changes to this grant application for the 2023-2024 project year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2024-25

Agency Name: School District of Manatee County Project Number: 410-2445B-5CCC4

Program Name: STARS Grant

Reason(s) for the change: There are no changes to this grant at this time.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement

Agency Name: Manatee County School District

Project Number: 410-2446C-6CRN4

Program Name: STARS Grant (Ballard/Samoset)

Reason(s) for the change: There are no proposed changes. The sites will continue to offer the same days of service and the same activities for the 2025-2026 school year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

2025-2026 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2446C-6CRN4	
Site Name	Samoset Elementary School					**Zip Code**	34208
Site Address:	3300 19th Street East			**City**	Bradenton	**County**	Manatee
Site Contact Name:	Deelah Jackson	**Phone**	941-708-6400	**Email**	Jackson3d@manateeschools.net		

TARGET SCHOOLS

School Name	School-wide Information			# Targeted Students					
	Grades Served by School	Enrollment	Free and Reduced Lunch Rate	Grades Served by Program	BS	AS	SUM	W	H
Samoset Elementary School	PK-5	583	100%	K-5		85			
				TOTAL		85			

BEFORE SCHOOL SITE OPERATIONS

Start Date		**End Date**		**Total Number of Service Days**	
Non-service days					

	Monday	Tuesday	Wednesday	Thursday	Friday	Total hours of Before School services per typical week.
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS

Start Date	August 11, 2025	**End Date**	May 28,2026	**Total Number of Service Days**	180	
Non-service days	9/1, 10/13, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/16, 3/16 – 3/23, 4/3, 5/25					

	Monday	Tuesday	Wednesday	Thursday	Friday	Total hours of After School services per typical week.
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM	
End Time	6:00PM	6:00PM	6:00PM	6:00PM	6:00PM	
Hours	2.75	2.75	2.75	2.75	2.75	13.75

Early Release Dates	10/17, 10/24, 11/5, 2/11, 3/13, 4/2, 4/22, 5/26, 5/27, 5/28	**Total Service Days**	10	**Hours/Day**	4.75	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS

Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS

Start Date		**End Date**		**Total Number of Service Days**		
Non-service days						

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total hours of Summer services per typical week.
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES

Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STUDENT/TEACHER RATIO

Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

2025-2026 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2446C-6CRN4	
Site Name	Ballard Elementary School					**Zip Code**	34205
Site Address:	912 18th Street West			**City**	Bradenton	**County**	Manatee
Site Contact Name:	Cassandra King	**Phone**	941-708-8400	**Email**	kingc@manateeschools.net		

TARGET SCHOOLS									
School Name	**School-wide Information**			**# Targeted Students**					
	Grades Served by School	**Enrollment**	**Free and Reduced Lunch Rate**	**Grades Served by Program**	**BS**	**AS**	**SUM**	**W**	**H**
Ballard Elementary School	PK-5	448	100%	K-5		85			
				TOTAL		85			

BEFORE SCHOOL SITE OPERATIONS						
Start Date		**End Date**		**Total Number of Service Days**		
Non-service days						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS						
Start Date	August 11, 2025	**End Date**	May 28, 2026	**Total Number of Service Days**		180
Non-service days	9/1, 10/13, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/16, 3/16 – 3/23, 4/3, 5/25					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM	
End Time	6:00PM	6:00PM	6:00PM	6:00PM	6:00PM	
Hours	2.75	2.75	2.75	2.75	2.75	13.75
Early Release Dates	10/17, 10/24, 11/5, 2/11, 3/13, 4/2, 4/22, 5/26, 5/27, 5/28		**Total Service Days**	10	**Hours/Day**	4.75

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date		**End Date**		**Total Number of Service Days**			
Non-service days							
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

AGENDA ITEM NO. 9.6

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application for Palm View K-8, in the Amount of $225,000.00 (Incoming Grant Funds)

Executive Summary
The 21st Century Grant will provide after school programming for students in K-8 grades. Students will receive academic enrichment and remedial services in reading, math and science, as well as personal enrichment activities including arts, health, and wellness. The program will operate Monday through Friday from 3:15pm-5:45pm. The grant period is August 2025-July 2026.

This application is pending Board approval. If no Board approval is given, application will be withdrawn.

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 apply, accept and expend the Nita M. Lowery 21st Century Community Learning Centers request for application for Palm View K-8, in the amount of $225,000.00 (Incoming Grant Funds).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Alison Nichols

Attachments:
21st Century Palm View K8 Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**MCSD 21st CCLC – Palm View K8 Grant** **TAPS NUMBER: 26B036**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$225,000	Contact Name: Patricia "Trish" Dezso Fiscal Contact Name: Cathy Miley	Telephone Numbers: **941-751-6550 x43004** **941-708-8770 x41111**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **PO BOX 9069** **Bradenton, FL 34206 9069**	E-mail Addresses: dezsop@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: **215 Manatee Ave West** **Bradenton, FL 34205**	UEI number: 1000129620000 FEIN number: 596000728

CERTIFICATION

I, 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 05/16/2025
Signature of Agency Head — Title — Date

PENDING BOARD APPROVAL – June 2025

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Instructions for Completion of DOE 100A

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

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

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

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

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

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

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Department of Education's General Education Provisions Act (GEPA)

Section 427 of the General Education and Provisions Act requires each applicant for funds (other than an individual person) includes in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs.

In the text area below, please provide a brief narrative outlining how your program will meet the requirements outlined in Section 427 of the General Education Provisions Act (GEPA).

The Nita M. Lowey 21st Century Community Learning Centers project for the School District of Manatee County ensures equitable access to all beneficiaries including students, staff, parents, and community members regardless of gender, race, national origin, color, disability, or age. Each site will recruit staff through an open application process and target students who have the greatest need for supplemental services. Sites will recruit students who performed in the lower quartile on state standardized tests to be included in the program first; all other students are then provided with applications for parental notification and permission purposes. Special education teachers and other support staff will be hired as needed so specialized assistance can be provided to students with specific needs. Instructional materials and services will be modified and/or purchased according to student need and training for staff will be provided when necessary. The program will offer a variety of activities to meet the needs of a diverse group of students including academic enrichment and support, personal enrichment, and recreational activities. Written notices to parents are sent home in English and Spanish as well as other languages in an effort to counter any language barriers that would thwart communication. Additionally, the program sites are public schools, all of which have access for persons with disabilities.

School District of Manatee County

Applicant Organization



Signature of Agency Head

Superintendent

Title

05/16/2025

Date Signed

General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

Return to:

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

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

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.

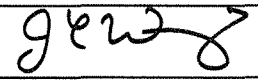
Instructions: These general assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in federal or state law, 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).

Manatee County School District	41	Dr. Jason Wysong, Superintendent
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.

	05/16/2025	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

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

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

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

General Assurances

Assurance is hereby given that, to the extent applicable:

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

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

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

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

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

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

- The recipient will submit such reports to the Florida Department of Education and to U.S.

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

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

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

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

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

- For projects involving construction:

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

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

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

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

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

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

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

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

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

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

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

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

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

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

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

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

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

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

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

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

Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

Project - The services, activities, or program that an entity agrees to provide for a specified period of time using state or federal funds awarded to a project recipient.
Project Application - An entity's request for a project award under state or federal education

programs administered by the Florida Department of Education.

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

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

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

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

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

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

Explanation of Grants Management Requirements

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

Accounts and Records

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

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for

general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

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

Audits

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

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

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

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

Audits – State-Funded Programs

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

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

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

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

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

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

Reports to be Submitted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

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

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

The applicant certifies that it and its principals:

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

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

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

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

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

Drug-Free Workplace (Grantees Other Than Individual)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DUNS Number - Data Universal Numbering System

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

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

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

EDGAR - Education Department General Administrative Regulations

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

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

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

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

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

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

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

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

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

Gun Possession

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

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

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

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

Indirect Cost and Administrative Fees

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

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

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

Restrictions on Funds for Administration

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

Administrative Fee for Non-Federal Funds

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

Interest Income

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

Lobbying

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

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

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

- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

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

More Restrictive Conditions

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

Obligations by Project Recipients

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

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

Ownership of Products—Intellectual Property

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

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

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

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

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

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

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

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

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

Participation of Private School Students and Staff in Federal Grants

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

regulations, and guidance documents.

Personnel Costs – Time Distribution

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

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

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

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

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

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

cost. These methods apply only to the Department.

Project Effective Dates

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

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

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

Property

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

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

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

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

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

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

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

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

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

Protected Prayer in Public Elementary and Secondary Schools

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

Purchasing

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

Reporting Requirements—Financial Disbursements

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

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

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

Retention and Access to Records

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

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

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

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

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

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

Single Audit Act

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

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

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

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

Supplement, Not Supplant

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

The Stevens Amendment

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

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

Travel

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

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

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

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

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

FLORIDA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

26B036

21st CCLC Subrecipient Assurances

The subrecipient agrees to the program requirements and expectations for the implementation of the 21st CCLC program as outlined in the Request for Proposals (RFP) and the assurances below. Each assurance must be initialed by the Agency Head. The final page must be signed by the agency head.

Program Operations

The 21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier. (JW)

Academic Focus

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students.(JW)

Evidence-based Research

Program activities will be implemented based on evidence-based practices using the levels of evidence in the Every Student Succeeds Act. Activities must be based in evidence that shows that the students will meet challenging State academic standards.(JW)

Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Subrecipients must also coordinate Federal, State, and local programs to make the most effective use of resources. (JW)

Facilities

Program facilities will be as available and accessible to participants as the students' local school. The facilities have sufficient resources to provide all proposed and required activities. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP, Florida Statutes and Florida Administrative Code. (JW)

Supplemental Meals

Students will be provided nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. A supplemental snack will be offered to each student, each day. A meal will be offered to each student when the program exceeds four hours of operation each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students will **not** be charged for costs associated with supplemental snacks/meals. (JW)

Students with Special Needs

Students with special needs will be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated. (AW)

Collaboration with Schools

The program was developed and will be implemented in active collaboration with the schools attended by participating students and the community. (AW)

Community Awareness

The subrecipient gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission. (AW)

Property

Property acquired with 21st CCLC funds will remain within the appropriate facility for continued use in the 21st CCLC program until the funding period has expired. If the 21st CCLC program no longer exists at the end of the program period, all equipment will be distributed to another federal program. (AW)

Records Retention

The subrecipient will retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program or until such time as all pending reviews or audits have been completed and resolved. (AW)

Monitoring and Evaluation Activities

The subrecipient will fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the Florida Department of Education (FDOE) and/or authorized representatives. The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the United States Education Department (USED). (AW)

Student Safety

The subrecipient will ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other

emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards. (JW)

Suspension of the Grant

The department may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement. (JW)

Financial Consequences

If the subrecipient fails to meet and comply with the activities established in the approved application or make appropriate progress on the activities, and they are not resolved within two weeks of notification, the department will (1) approve a reduced payment, (2) request the applicant redo the work, if possible and/or (3) terminate the project. Activities subject to financial consequences include failure to meet student attendance targets, operate the program as indicated in the program schedule, report programmatic data, submit deliverables or meet the performance goals of the program. (JW)

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency will comply with program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the RFP.

Agency Name	*School District of Manatee County*
Agency Head or Authorized Agency Representative	Signature
	Dr. Jason Wysong (Printed name)
Title	**Superintendent**
Date	05/16/2025
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

Assurance of Providing Equitable Services for Private Schools (Private School Participation)

21st CCLC programs are required to provide equitable services to eligible private school students, teachers and other education personnel. Applicants must assure that the agency has and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education service areas. 21st CCLC programs must, at a minimum, consult with officials from those private schools located in the specific geographic area(s) served by program site(s).

In accordance with 34 C.F.R. Part 76.656, provide the following information in reference to consultation and participation of eligible private schools in Title IV, Part B, 21st CCLC:

(a) A description of how the applicant will meet the federal requirements for participation of students enrolled in private schools.

The district conducts an annual Private Schools Meeting each November. This is an ongoing consultation and communication with private schools to identify needs and qualifying students. Private schools may choose to opt out of services at anytime during the process. Communications with private schools not opting out occur twice per year and may be conducted in person and/or via email, phone calls or certified letters.

(b) The number of students enrolled in private schools who have been identified as eligible to benefits under the program.

At this time no private school students have been identified for services. Through ongoing consultation, students may be identified, and appropriate services offered.

(c) The places and times that the students will receive benefits under the program.

If students are identified as eligible, they will receive services through the School District of Manatee County's 21st CCLC grants. Services will be provided at the targeted schools on the dates, days and times outlined in the site profile worksheets.

(d) The differences, if any, between the program benefits the applicant will provide to public and private school students, and the reasons for the differences.

There will be no differences in the services and benefits provided to public and private school students. All students regardless of the school in which they attend will receive the same level of services including days of operation, hours of operation, and activities.

☐ Check this box if there are NO private schools located within the geographic area(s) of the site(s) where the 21st CCLC program is located.

Agency Name	School District of Manatee County
Agency Head or Authorized Agency Representative	Signature
	Dr. Jason Wysong Printed name
Title	**Superintendent**
Date	05/16/2025
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	School District of Manatee County - Palm View K-8
B) DOE Assigned Project Number:	410-2446C-6C002
C) TAPS Number:	26B036

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. Summer: 1 PD x 5 Hrs/Week x $47/Hr x 5 weeks = $1,175 ***50% Administrative = $587.50*** ***50% Evaluation = $587.50*** *School Year Duties Provided In-Kind by the District*		$1,175.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%) and workers' compensation benefits (1.00%) for 1 Project Director. $1,175 x 22.68% = $266 ***50% Administrative = $133*** ***50% Evaluation = $133***		$266.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		In-Kind	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **Palm View** 1 SC x 4.5 hrs/day x $37/hr x 165 days = $27,473 ***25% Administrative = $6,868*** ***15% Evaluation = $4,121***		$27,473.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%) and workers' compensation benefits (1.00%) for 1 Site Coordinator. $27,473 x 22.68% = $6,231 ***25% Administrative = $1,558*** ***15% Evaluation = $935***		$6,231.00	100%
5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $35-$52 per hour. Average rate is $39.50 per hour. **Palm View** 6 CT x $39.50/hr x 1.75 hrs/day x 165 days = $68,434 Planning Hours: 6 CT x $39.50/hr x 4 hrs/qtr x 4 qtrs = $3,792	0.82	$72,226.00	100%
5100	200	**Fringe Benefits: Certified Teachers** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for Certified Academic Teachers. $72,226 x 22.68% = $16,381		$16,381.00	100%
5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $26 per hour. **Palm View** 6 EL x $26/hr x 2.25 hrs/day x 165 days = $57,915 Planning Hours: 6 EL x $26/hr x 8 hrs/qtr x 4 qtrs = $4,992	1.97	$62,907.00	100%

5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for Enrichment Leaders. $62,907 x 22.68% = $14,267		$14,267.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 12 staff x 4 hrs x 4 days x $20/hr = $3,840 *Provided In-Kind by the District*		In-Kind	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for professional development. $3,840 x 22.68% = $871 *Provided In-Kind by the District*		In-Kind	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 1 site x $463 = $463		$463.00	100%
5100	510	**Materials & Supplies** Workbooks, STEM supplies, gardening materials and other supplies including: copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, headphones, highlighters, posters and display boards. 120 students x $77.00/student s = $9,240		$9,240.00	100%
5100	360	**Rentals** Annual After School Subscriptions for Palm View 21st CCLC -Standards based Math & Literacy interactive and engaging software program. On-Site Training is inlcuded in price as well as online and telephone support. Cost estimated at $2,500		$2,500.00	100%
7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 5.57%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. ***100% Administrative = $11,871***		$11,871.00	100%
			D) TOTAL	**$ 225,000.00**	

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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April 2022 DOE 101S

Florida 21st CCLC State-level Objectives

Objective Category	Objective Number	Domain	Required Objective	Data Management
1. Academic Achievement	1.A.1	English Language Arts (ELA) **GPRA Measure 1**	75% of students will show improvement in ELA performance on the Florida Assessment of Student Thinking (F.A.S.T.).	English Language Arts (ELA) F.A.S.T. scores will be reported by the 21st CCLC Program Office for all students participating in the state assessment.
	1.A.2	English Language Arts (ELA)	75% of students will show improvement in ELA grades.	Student grades will be collected and reported by subrecipients for ***all students*** during the school year for each grading period.
	1.B.1	Mathematics **GPRA Measure 1**	75% of students will show improvement in Mathematics performance on the Florida Assessment of Student Thinking (F.A.S.T.).	Mathematics F.A.S.T. scores will be reported by the 21st CCLC Program Office for all students participating in the state assessment.
	1.B.2	Mathematics	75% of students will show improvement in Mathematics grades.	Student grades will be collected and reported by subrecipients for ***all students*** during the school year each grading period.
	1.C	Grade Point Average (GPA) **GPRA Measure 2**	75% of students will improve their cumulative GPA by at least 0.1 point annually.	GPA will be collected and reported by subrecipients for ***all students*** who receive a GPA annually.
2. Dropout Prevention	2.A	Attendance/Dropout Prevention **GPRA Measure 3**	75% of students will improve their school day attendance annually.	The school day attendance rate will be collected and reported by subrecipients for ***all students*** annually.
3. Behavior	3.A	Behavior **GPRA Measure 4**	75% of students will improve their behavior annually.	Data reports on in-school suspension and discipline referrals will be collected and reported by subrecipients for ***all students*** monthly.
4. School Engagement	4.A.1	Safe and Supportive Relationships	75% of students will increase their safe and supportive relationships with peers and adults annually.	Stakeholder Surveys (day-school teachers on engagement) will be collected and reported by subrecipients for ***all students*** annually.
	4.A.2	Engagement in Learning **GPRA Measure 5**	75% of students will increase their engagement in school annually.	Stakeholder Surveys (day-school teachers on engagement) will be collected and reported by subrecipients for ***all students*** annually.

Color key:

- Gray represents federal requirements.
- Yellow represents state requirements.
- Pink represents local level data responsibilities.

2022-2023 Scope of Work
Agency Name: Manatee County School District
Project Number: 410-2443B-3C002
Program Name: Palm View K-8

Section 1: Project Abstract/Summary

The School District of Manatee County (SDMC) operates the Palm View K-8 Grant at Palm View K-8 School, 6025 Bayshore Road, Palmetto, FL 34221 a Community Learning Center. One hundred-twenty Kindergarten through 8th grade students are provided programming during the school year from 3:15PM–5:45PM, Monday through Friday beginning August 10, 2022 to May 19, 2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology engineering and math (STEM); healthy and active lifestyles; well-rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

We believe that having a successful program means tying family and community involvement in schools to positive student outcomes. Palm View plans to increase parent involvement through family events and workshops. Five (5) events will be designed to help family members improve their involvement in their child's education. Workshop dates and information will be disseminated via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website, and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish.

Participation will be monitored through sign-in sheets. Events will last approximately one hour and will provide parents with information designed to help them assist their children with educational activities at home including reading strategies, math skills, and simple STEM projects. In addition, community partners will help to provide valuable and educational workshops/events for the adult family members offered in the late afternoon/early evening. As more 21st CCLC families become involved, the expectation is there will be an improvement in student academic performance.

Section 2: Site Level Funding

See FRG in attachments.

Section 3: Applicant Capacity

	Number of Years	Dates of Operation
21st CCLC	10+	2001 - Present
Federal Funding	10+	1965 - Present
Other Types	10+	1980 - Present

EXPERIENCE WITH EXTENDED LEARNING PROGRAMS: The School District of Manatee County (SDMC) has substantial experience in efficiently operating effective and impactful extended learning programs for more than 20 years. SDMC offers out-of-school programming and extended learning programs throughout public schools and public charter schools in Manatee County. With over 50,000 students

attending District public schools, a significant effort has been made to focus on the support and improvement of out-of-school programs in Manatee County.

SDMC's Extended Day Enrichment Program (EDEP) operates before and after school programming in 27 elementary schools during the school year. EDEP offers daily academic enrichment along with fun and engaging hands-on activities for students. In addition, the District operated a successful Supplemental Educational Services (SES) program from 2005 through 2013. SDMC was only one of five districts in Florida running the program as a district-based SES provider program. More than 600 students were tutored each year and on average, 89% achieved learning gains over the program's tenure.

EXPERIENCE USING FEDERAL FUNDING: As noted above, the School District of Manatee County (SDMC) has tremendous experience in obtaining, overseeing, and managing federal funds, with substantial federal funding used specifically to support Extended Learning Programs. In addition to centralized support of out-of-school programs, the District has also received federal, state and local funds to help provide out-of-school programs with limited financial burden on the families and students. More specifically, the SDMC Department of Federal Programs oversees millions in annual funding specific to offering expanded learning opportunities to students in Title 1 schools (e.g., after school tutoring, Saturday school, and summer programs). Over the past 8 years, Title III funds have been used to tutor English Language Learners (ELL) during the extended learning time. Further, federal funds are used to host summer program camps for middle school students and elementary school students at Title 1 schools. The SDMC Exceptional Student Education Department also offers expanded learning opportunities for students with special needs through tutoring programs and extending the school year through the summer. The Adult, Career and Technical Education Department has raised over 75 million in funds over the past 18 years and oversees many local, state and federal programs. Grants include School Transformation, Perkins and Small Learning Communities. The SDMC School Improvement Department has utilized grant funds in Title 1 schools to extend the regular school day, provide after school tutoring and professional development for teachers and staff. In total, during the 2021-2022 school year, SDMC has overseen $134.4 million in federal funding to support students during the regular day and through extended learning opportunities. Additionally, SDMC has received funding to support extended learning opportunities from a variety of local foundations, associations and corporations - including the Manatee Education Foundation, Dollar General, Verizon, AAA, the Laura Bush Library Grant, and VW Foundation. These grants and donations helped provide smaller awards to individual schools and teachers.

EXPERIENCE WITH 21ST CCLC PROGRAMMING: SDMC has operated 21st CCLC programs for over 20 years and received more than $12 million across 9 grants to serve K-12 students in 19 schools. Palm View K-8 has been successful implementing the program for students over the past five years. Based on standardized testing data from 2018-2019 summative reports, regularly participating students attending the 21st CCLC program had a 42% increase in academic achievement level in reading and 59% increase in math. Additionally, reading and math quarter grades increased with 62% of students meeting reading proficiency and 63% meeting math proficiency. This program is vital to the community. 21st CCLC has provided parents a safe and secure place for their children to receive support for academics and enrichment activities. Students benefit from more time in the classroom and receiving homework help from certified teachers. Teachers and staff at Palm View have stated students who attend the 21st CCLC program attend school more regularly, complete their homework effectively and have better behavior. SDMC has implemented the proposed 21st CCLC services over the years to meet federal, state and district requirements.

The 21st CCLC Palm View K-8 Grant will be housed within the district's Curriculum Department and the Extended Day Enrichment Program (EDEP) that provides programming during non-school hours to 27 public schools. With this placement, the district will be able to leverage the experience, resources and

staff of EDEP including an experienced Program Director with 20 years facilitating 21st CCLC programs. Palm View will be managed by a full-time Site Coordinator ready for immediate implementation providing strong site leadership. In addition, each site will have a 21st CCLC Program Team comprised of representatives from the school district, community, school administration, teachers, parents and/or students.

PROGRAM ADMINISTRATION AND FISCAL MANAGEMENT: SDMC is committed to a high level of transparency with regard to processes, practices and investments. School level expenditures are made public by school. Providing full disclosure of all relevant fiscal information in a timely and systematic manner, www.manateeschools.net is used as the vehicle to publish these documents. All matters of the budget are approved by the School Board, comprised of five elected officials. The Board has no vested financial interest in program operations.

PROGRAM EVALUATIONS: To appropriately track and encumber obligated expenditures, function and object codes will be set using the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Program funds, records and budgetary expenses will be housed, tracked and reconciled by the program bookkeeper located at the district's Professional Support Center. All actions will be approved by the Program Director, Curriculum Director and the school district's Finance Department. SDMC has extensive experience collecting, maintaining, analyzing and reporting accurate program evaluation data. Processes include ongoing professional development, FOCUS student information system that tracks all student data and oversight from the school district's Research and Assessment Department.

PROGRAM IMPLEMENTATION: SDMC has experience in providing a broad range of services. These services are in line with the 21st CCLC program goals, objectives, and approved activities from standards-based education to nationally-awarded STEM programming to research-based curricula within 48 traditional school sites as well as alternative sites. Palm View has the support of parents, the community and District to ensure the program is implemented with fidelity.

Section 4 : Building Your Program Team

PROGRAM TEAM: The School District of Manatee County worked with district administrators, school administrators and staff, community partners and parents to develop a strong Program Team with the ability to design the proposal, support the implementation of the grant, and provide ongoing insight into the continuous improvement of the 21st CCLC program. As part of the proposal development process, the Program Team became an integral part of identifying needs, determining ideal operational considerations, and informing the best activities to meet the needs of all stakeholders. The Program Team is composed of stakeholder representatives that are fully capable of speaking on behalf of their fellow stakeholders (e.g. teachers, community-connected parents, high-level school administrators, district level contacts and secondary institution representatives).

PROGRAM TEAM MEMBERSHIP: The Program Team member selection was a critical task to ensure the most knowledgeable individuals were included to help design the 21st CCLC proposal and the associated activities. All individuals on the Program Team have provided letters of commitment to continue serving on the Program Team for the duration of the four year grant. It is anticipated that the Program Team will grow in future years, as additional individuals are identified that would help improve the 21st CCLC program and the services to students and families (e.g. new teachers, new parents, new students in the school, etc.). Ultimately, the Palm View K-8 Program Team includes team members who collaborated, contributed and provided their expertise in the development of the application. The team

members are:

Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Kaththea Johnson - Principal (School Administrator)
Cindy Pham - Assistant Principal (School Administrator)
Jodie Hyvonen - Community Member
Sonya Hernandez - Parent of Student at Palm View K-8 School
Rosa Cline - Elementary Teacher at Palm View K-8 School
Stacy Cummings - Middle School Teacher at Palm View K-8 School
Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming. Kaththea Johnson, Palm View Principal brings almost 20 years of experience in schools as a Teacher and Administrator, having previously taught in a 21st CCLC program and currently overseeing Palm View's 21st CCLC program. Cindy Pham, Assistant Principal at Palm View K-8, has experience with 21st CCLC helping to facilitate the current program. Jodie Hyvonen and Sonya Hernandez serve as the Community and Parent members bringing relevant information about community and family needs. Rosa Cline and Stacy Cummings currently serve as Site Coordinators for the after school 21st CCLC Grant and both bring years of experience in leadership and teaching in both elementary and middle schools. Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years experience, Carol's expertise will support a smooth transition between secondary and post-secondary institutions. Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired and will be a permanent member of the Program Team.

PROGRAM TEAM TASKS: The Program Team was involved in all stages of the application process. The Team met on four separate occasions to assess program needs, evaluate current community and school resources, identify program operations and any gaps in services that could be addressed by a 21st CCLC program, and develop and select activities for inclusion in the final 21st CCLC proposal. Quarterly meetings will be held throughout each project year to ensure activities are implemented with fidelity, while also ensuring progress towards proposed outcomes and operations. The Program Team will work together to plan, revise and modify program activities to ensure the quality of the continuous improvement process, including engagement of all stakeholders and plans for sustainability.
In addition to the Program Team, the Palm View 21st CCLC Grant has secured partnerships with several important stakeholders that will help support and expand the 21st CCLC offerings under this grant proposal: University of Florida/IFAS Extension, Manatee Technical College, The Bishop Museum of Science and Nature, Van Wezel, Manatee Education Foundation, Manasota Elite Educators Insurance, Bayside Community Church, Extended Day Enrichment Program (EDEP), Soar in 4/Florida Grade Level Reading Campaign and the Adult, Career and Technical Education (ACT) department. Palm View K-8 School and SDMC will continue to seek additional 21st CCLC partners that can provide donations, goods, services, resources and volunteers. In addition, SDMC will continue to leverage the current agreement with the National School Lunch Program to provide a daily nutritious snack afterschool.

Section 5: Engaging Stakeholders

IDENTIFIED STAKEHOLDERS: Stakeholders are partners in the development, implementation and

continuous improvement of the learning community center. The engagement of stakeholders has several explicit purposes; (1) identify the needs of the students, families, schools and communities; (2) identify current gaps in programming and services where funding could best be applied to support students and families; and (3) identify specific activities and subject areas that best support and address the identified needs and gaps. The process of identifying and engaging stakeholders in the planning and design of the program helped inform the final grant proposal. With feedback from each stakeholder group, the program has been thoughtfully designed to meet the needs of students and their adult family members. The program is site-specific, age-appropriate and designed for each school's unique environment. The Program Team determined the most valuable stakeholders to engage through the 21st CCLC were:
(1) Reading and Math Teachers - School day teachers are crucial to the development and continued success of the community learning center. 21st CCLC will play a vital role in supporting student learning of the new B.E.S.T. (Benchmarks for Excellent Student Thinking) standards and provide activities to compliment core academic programs. Program teachers and staff will regularly communicate with school day teachers in order to align lessons with day-to-day classroom instruction. This communication will occur at least weekly through emails, phone calls and meetings. Topics of discussion will include student attendance, behavior and academic needs. Feedback will be used to revise and refine activities in order to better support what students are learning and/or identify areas needing additional support. With the support of these regular day teachers, the Program Team believes students attending the program will have a better chance of meaningful change that will be reflected in their academic performance and during teacher observations.

(2) Adult Family Members - Parents, guardians and caregivers are key for successfully implementing and sustaining effective programming. Through parental support and involvement, students will be more successful at school and home. At least 5 parent engagement events will be provided for parents through the 21st CCLC Grant during the program year. Events will promote the importance of parents supporting their child's education through strategies for helping with homework and independent reading and math skills. Participating parents will complete a survey after each event to provide feedback on areas of program improvement and additional needs. A portion of each event will be used to discuss and share ideas pertaining to program enhancement. The Program Team noted that parent engagement is a struggle across the targeted population; however, services under the 21st CCLC grant will give them the tools to improve and understand the educational process.

(3) Students - The Program Team noted the importance of engaging students in the process as they are essential to 21st CCLC program success. Just having students attend the program is not as powerful as ensuring they have a voice. Surveying students gives them that voice and allows participation in the program design. Throughout the program year, students will be surveyed to gain valuable feedback on future programming.

(4) Community Partners - SDMC has established strong partnerships within this grant proposal. Community members will consist of nearby retirement communities, businesses, local organizations, churches and established partners. The community supports the school district's 21st CCLC Palm View K-8 Grant as a way to close the gap in services for the county's most at-risk children. The Program Team will meet at least quarterly with community stakeholders to discuss specific topics in areas of need and support for students. Meetings will provide feedback for future program planning and sustainability. During the design process, the Program Team meaningfully surveyed teachers, parents, students and potential partners to identify what is needed in a community learning center at Palm View. SurveyMonkey was used to create, collect and analyze survey results. Paper surveys were available to stakeholders without access to a computer. The Know Your Schools Portal indicates Palm View has 53 teachers and 804 students. Data was collected from 39% of teachers, 34% of students, 12% of parents and 5 partners. Ongoing collaboration throughout the grant will ensure the community learning center continues to meet the needs of all stakeholders.

Section 6: Assessing Program Needs

NEEDS ASSESSMENT: A needs assessment was critical in formulating an in-depth understanding of Palm View's needs. The data was gathered from a number of sources including the Florida Department of Education, Palm View's School Improvement Plan, the Know Your Schools Portal, district assessment data, and stakeholders. Palm View serves 815 students in kindergarten through 8th grade. The school is surrounded on three sides by retirement communities comprised of manufactured homes and sandwiched between two major thoroughfares. It serves Rubonia, a high-poverty community. Situated along a major highway with no sidewalks and narrow roads, most students are bussed to school or are car riders. Based on the Community Eligibility Program, an alternative approach for offering school meals to local schools based on former free and reduced student numbers, 100% of students receive free lunch.

ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: In 2018-2019, Palm View increased their school letter grade from a D to an A. Data prior to the 2018-2019 school year showed a downward trend in ELA overall proficiency and learning gains, and very little improvement in Math proficiency. Many resources and support were put into place including the implementation of 21st CCLC. Over the next 3 years, Palm View transitioned to a full Kindergarten through 8th grade school and met the challenges of COVID-19 and learning loss. 2020-2021 school grade data showed Palm View K-8 dropping from an A to a D, however, the state did not require schools and districts to take their grade. Therefore, Palm View K-8 is still labeled an A.

There is a significant decrease in proficiency when comparing higher performing 3rd-5th grade students with lower performing 6th-8th grade students in both ELA/Reading and Math content areas. Overall learning gains and the bottom quartile were between 67% and 92% in 2018-2019, decreasing to an average of 35% in 2020-2021. In all content areas, ELA/Reading, Math, and Science, student proficiency decreased as did learning gains and number of students in the bottom quartile.

All subgroup areas have decreased proficiency. Compared to last year, there was a significant difference in the number of students who made learning gains and those who did not. In all content areas, ESE and ELL subgroups decreased both proficiency and in learning gains. When comparing 2020-2021 FSA and progress monitoring data with our 2018-2019 school grade data, all areas decreased which raises a concern in every component, including a focus on subgroups. All subgroups fell below the 41% state requirement in 2020-2021: SWD: 25%; ELL: 31%; Black/African American: 33%; Hispanic: 39%; Multiracial: 29%; and ED: 37%.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: There is a critical need to provide students with more opportunities for standards-based academic tutoring and enrichment. Added enrichment could further advance the success of lower performing students. Using the Power Index, areas of greatest need for improvement and therefore most focus are:
1. Middle School Acceleration - Algebra I and Geometry
2. Lowest Quartile Learnings Gains in both ELA/Reading and Math
3. Subgroups focusing on: ESE and ELL (Based on a review of data, many of these students also fall into the L25 groups and therefore have an impact in multiple areas)

Contributing factors for the decrease in performance include the following:
1. Converting from a K-5 elementary school to a full K-8 school, doubling capacity in 2 years
2. Two new components factored into school grade calculations: Social Studies (EOCs) and MS Acceleration
3. Increase in the number of students within high-needs subgroups: ESE and ELL
4. Discipline, Trauma, need for SEL and Restorative Practices for students on campus

SCHOOL BENCHMARK DATA: 2021-2022 1st & 2nd quarter data for grade levels, ELL, Students with

Disabilities (SWD), and other Subgroups shows as follows:

ELA/Reading:
- 3rd grade ELA proficiency: Q1-33%; Q2-23%
- 4th grade ELA proficiency: Q1-44%; Q2-34%
- 5th grade ELA proficiency: Q1-35%; Q2-33%
- 6th grade ELA proficiency: Q1-45%; Q2-31%
- 7th grade ELA proficiency: Q1-28%; Q2-33%
- 8th grade ELA proficiency: Q1-41%; Q2-31%

Math:
- 3rd grade MATH proficiency: Q1-38%; Q2-27%
- 4th grade MATH proficiency: Q1-55%; Q2-61%
- 5th grade MATH proficiency: Q1-52%; Q2-50%
- 6th grade MATH proficiency: Q1-36%; Q2-28%
- 7th grade MATH proficiency: Q1-43%; Q2-44%
- 8th grade MATH proficiency: Q1-33%; Q2-34%

Science:
- 5th grade Science proficiency: Q1-26%; Q2-27%
- 8th grade Science proficiency: Q1-14%; Q2-30%

Acceleration:
- Algebra & Geometry proficiency: Q1-60%; Q2-54%

Students with Disabilities:
- SWD Q1:
  - ELA: 12% proficiency; 31% learning gains; 43% L25 learning gains
  - Math: 29% proficiency; 49% learning gains; 74% L25 learning gains
  - Science: 8% proficiency
  - Acceleration: No SWD are currently in an accelerated course.
- SWD Q2:
  - ELA: 13% proficiency; 45% learning gains; 60% L25 learning gains
  - Math: 26% proficiency; 62% learning gains; 85% L25 learning gains
  - Science: 4% proficiency
  - Acceleration: No SWD are currently in an accelerated course.

English/Language Learners:
- ELL Q1:
  - ELA: 22% proficiency; 36% learning gains; 17% L25 learning gains
  - Math: 43% proficiency; 53% learning gains; 80% L25 learning gains
  - Science: 17% proficiency
  - Acceleration: 33% proficiency
- ELL Q2:
  - ELA: 21% proficiency; 44% learning gains; 46% L25 learning gains
  - Math: 32% proficiency; 54% learning gains; 85% L25 learning gains
  - Science: 19% proficiency
  - Acceleration: 33% proficiency

ACCESS for ELL: Data from the annual summative English language proficiency assessments over the last two years show a significant decrease in Overall Proficiency Rating and a large increase in the number of ELLs receiving services.
2019-2020: 94 students; 28% overall proficiency rating
2020-2021: 117 students; 9% overall proficiency rating

ACCELERATION-ALGEBRA 1: Based on the 2020-2021 progress monitoring data, proficiency in Algebra 1

increased to 56% in 2021-2022 which was more than a 30% increase from the previous year.

3RD GRADE RETENTION: For 2021-2022, Palm View has 18 retained 3rd grade students and 1 Academy classroom with a full time Reading endorsed teacher and paraprofessional. Benchmark data results are:
ELA: Q1-17% proficiency; Q2-11% proficiency
Math: Q1-31% proficiency; Q2-19% proficiency
ELA Overall Learning Gains: 12/16 – 75%. L25 LG: 12/15 – 80%
Math Overall Learning Gains: 12/14 – 86%. L25 LG: 10/11 – 91%

DISCIPLINE AND ATTENDANCE: Over the last two years, the majority of discipline referrals were written for disruptive behavior (due to lack of engagement), disrespect (to staff and others), and tardies. In 2021-2022, 17% of students received referrals in Quarter 1 and 22% received referrals in Q2. The increase in referrals was due to the implementation of a new tardy threshold policy beginning second quarter. To improve discipline and attendance, all students attend a 20-minute advisory period each day that includes social and emotional learning along with restorative practices. There is a need for continued social and emotional learning.

The percentage of students missing 10% or more of school decreased from 44% in the 1st quarter to 38% in the 2nd quarter. Data from the 2020-2021 school year show a total of 42% of students have missed 10% or more of the school year. A Graduation Enhancement Technician employed at Palm View is focused on improving attendance and reducing tardies through incentives and monitoring policies for daily and weekly tracking of students at all three Tier support levels.

STAKEHOLDER SURVEYS: Data was collected from 39% of teachers, 34% of students, 12% of parents and 5 partners. 95% of TEACHERS surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. Teachers identified the following three areas as the greatest need: reading at grade level, understanding math concepts and behaving in class. They feel structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community.

STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in the area of homework, math and reading.
Over 90% of PARENTS surveyed stated their children needed after school programming, however, 83% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day.

Five potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support and enrichment opportunities.

Section 7: Intentionally Designing Activities

ACADEMIC ENRICHMENT: READING/ENGLISH LANGUAGE ARTS
Palm View K-8 will provide 21st CCLC students with activities that directly align with Florida's B.E.S.T.

standards and the needs assessment findings outlined previously, particularly the reading needs demonstrated by prior FSA performance data, teacher feedback, parent feedback, and overall recommendations from the Program Team. The ELA activities will focus on reading areas that are challenging for students such as phonics and foundational skills of primary grades and vocabulary, fluency, and comprehension for all grade levels. All activities will accommodate different learning styles and levels to include both remediation and enrichment. The following reading curriculum will be used for elementary students: Benchmark Advanced, Literacy Footprints, Leveled Readers, Accelerated Reader; and for middle school students: Lexia Power Up Reading, Accelerated Reader and Leveled Readers along with Edginuity for credit recovery to support the chosen interventions. DimensionU will supplement reading for 3rd – 8th grade.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes the thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: According to the needs assessment stakeholder survey data, students targeted for the 21st CCLC program need additional reading support. Reading interventions that begin early in the primary grades have shown to benefit students in later grades. Research suggests struggling to read in younger grades must be addressed or students risk ongoing struggles throughout their education. Students who are not proficient in reading by 3rd grade have four times higher dropout rate than readers who are proficient (e.g., Fiester, 2010). Family literacy nights will be planned to provide opportunities for adult family members to acquire English language and literacy skills while empowering them to become more involved in their children's education.

EVIDENCE AND REFERENCES: Overall, the activities and lessons are selected and designed to provide research-based, reading support and interventions for students in kindergarten through 8th grade. The components for the reading activities were selected to best impact reading comprehension, reading fluency and reading achievement for 21st CCLC students. Although no information for the reading programs was found on the What Works Clearinghouse (WWC), several studies were found that support the Tier 1 interventions and recommendations requiring research totaling at least 300 participants. The "Report of the National Reading Panel" (NICHD, 2000) provides equally compelling evidence for explicit, systematic instruction for each of the five essential components of literacy (phonemic awareness, phonics, fluency, vocabulary, and comprehension). "Explicit instruction in reading makes a difference in student outcomes, especially for those who are low achieving" (Denton et al., 2003, p. 202). "Explicitness has been a component of instruction in studies documenting improved outcomes in phonological awareness, decoding, and the application of comprehension strategies for the understanding of text" (Denton et al.).

FREQUENCY: Reading activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year. Family literacy activities will also be planned so children and parents can experience reading together.

ACADEMIC ENRICHMENT: MATHEMATICS
Math will focus on standards-based activities, project based learning, and hands-on learning with manipulatives. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Math lessons will come from enVision MATH, Best Standards for Math, DimensionU and Acaletics intervention and support materials. In addition, Edginuity will be used with middle school students for credit recovery.

INTERVENTION DESCRIPTION: Concrete-Representational-Abstract (CRA) is an approach to teaching math. All topics in math can be taught using CRA. Students do not have to progress through the concrete to get to the representational and abstract phases. Students often work at the concrete and abstract or representational and abstract phases at the same time. With CRA, students work with hands-on materials that represent math problems (concrete), pictorial representations (representational), and problems with numbers and symbols (abstract). The teacher explicitly bridges the connection between the three components of math problems.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes the thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on the collected survey data, teachers, parents and students indicated the need for additional math support. Parent involvement is a primary factor in supporting students' educational success. The 21st CCLC program will plan family events so parents feel knowledgeable and comfortable to help their children succeed in mathematics. The events may be led by afterschool staff or local experts from the community.

EVIDENCE AND REFERENCES: While the What Works Clearinghouse did not include information on the selected math interventions, support for math was clearly indicated in the needs assessment. When teachers provide effective math instruction, teachers can reduce the performance gap between students who are at risk for math (Clarke, Smolkowski, Baker, Fien, Doabler, & Chard, 2011). Students with learning disabilities who receive effective math intervention develop critical skills like problem-solving and abstract reasoning, which are necessary for math proficiency (Gersten, Chard, Jayanthi, Baker, Morphy, & Flojo, 2008; Allsopp, Lovin, & Van Ingen, 2017). Results of a study of middle school math teachers indicated students who learned using the CRA method to solve equations outperformed peers receiving traditional instruction (Witzel, Mercer, & Miller, 2003). CRA methods teaching place value, fractions, addition, subtraction, multiplication, algebra and word problems are supported by research (Mancl, Miller, & Kennedy, 2012).

FREQUENCY: Math activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year.

ACADEMIC ENRICHMENT: SCIENCE/STEM and CAREER COMPETENCIES AND READINESS
Through STEM, students will engage in experiential education that excites, engages, and enriches through a hands-on, learn-by-doing approach in science, technology, engineering and math. Skills will be taught so that all students can understand and build on prior knowledge. For middle school students specifically, STEM activities will include career competencies and career readiness.

ACTIVITY/DESCRIPTION: STEAM-Woz ED PATHWAYS
Palm View K-8 is the first school in the Nation to implement all 5 Woz Pathways school-wide. Since beginning implementation in the 2019-2020 school year, Palm View has added other Pathways to include Animation and Artificial Intelligence. Expanding the Woz program to the community learning center will support Palm View's focus on employment and career competencies and readiness. The Woz lessons are purposefully designed to build an engineering mindset while developing the soft skills employers value. Collaboration, problem solving, and critical thinking are inherent in every project. K-8 students will participate in robotics, engineering, digital and graphic design, along with animation and coding. 21st CCLC groups will participate in STEM competitions throughout the year.

ALIGNMENT TO STUDENT/FAMILY NEEDS: Woz ED provides a personalized approach to nurturing an engineering mindset through hands-on projects that progress from Kindergarten through employment. These learners can dream, design, engineer, test, improve, and create through coding, robotics, drones, 3D printing and data analysis. Children today are growing up in a world very different from the one experienced 15 years ago. Students must be equipped to solve problems and work in team environments to succeed in tomorrow's job market.

EVIDENCE AND REFERENCES: Steve Wozniak, Apple Co-Founder and Founder of Woz Ed, is a leader of K-12 STEM education around the world, providing students access to high-quality technology training. Recognizing the importance of access to STEM education, Palm View K-8 has been able to provide students with the opportunity to continue exploring their interest in STEM activities and advancing their skills. While the WWC does not include Woz ED Pathways interventions for Science/STEM, the needs assessment indicates the importance of providing STEM activities within the proposed 21st CCLC program. However, accessibility to STEM learning is not always easy. A STEM report by the U.S. Department of Education states, "We must also make sure that no matter where children live, they have access to quality learning environments. A child's zip code should not determine their STEM fluency." Further noted in "The Edvocate" (www.theedadvocate.org), there are 7 benefits to STEM education: fosters ingenuity and creativity; builds resilience; encourages experimentation; encourages teamwork; encourages knowledge application; encourages tech use; teaches problem-solving; and encourages adaption.

FREQUENCY: Science/STEM activities will be offered to all students at least twice per week for approximately 45 minutes throughout the program year. Students will engage in STEM activities with certified teachers all of whom will be directly trained in providing the Woz ED Pathways curriculum.

ACADEMIC ENRICHMENT: HEALTHY AND ACTIVE LIFESTYLES
ACTIVITY/DESCRIPTION: SPARK-PE
All 21st CCLC students will receive activities related to healthy and active lifestyles that are aligned to student needs and Florida's Standards for Physical Education. To best address student needs, Palm View K-8 will purchase and implement the research-based SPARK curriculum (Sports, Play and Active Recreation for Kids). SPARK provides a collection of researched-based physical education programs emphasizing a highly active curriculum, on-site staff development, and significant follow-up support. To ensure all students are fully engaged, SPARK features both diverse instructional and diverse curricular models that embody the HOPE (Health Optimizing Physical Education) and are aligned to both state and national standards. SPARK is specifically designed to provide activities aligned to school-day fitness

lessons and activities. All lessons include age, space, and ability adaptations so all students can fully participate in developmentally appropriate, organized, and high-quality physical activities. There are four components to the SPARK-PE activity selected for Palm View K-8 program: (1) group fitness activities (e.g., basketball, soccer) to improve cardiovascular fitness and positive social traits; (2) fitness circuit activities that infuse cooperative strategies, peer coaching, turn taking protocols, and self-practice of previously taught skills and movements; (3) endurance games (e.g., walking, jogging) to promote aerobic and cardiovascular fitness; and (4) personal fitness activities to promote fitness goal setting and lifelong wellness commitment among students.

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on the need assessment data obtained from the Project Team and stakeholder surveys, there is a need for overall wellness. Data collected from 39% teachers, 32% students and 12% parents indicated a need for health and wellness programming during the 21st CCLC program. Although there is fitness provided during the regular school day, as per Florida Statutes, there is a significant need for additional fitness and health to support students. Moreover, according to the Florida Department of Health (2021), more than 30% of low-income children living in Manatee County are either overweight or obese. The goal of the 21st CCLC program Healthy and Active Lifestyles activity is to improve personal and physical wellness through structured activities that foster healthy lifestyles. Students will learn how to work well with others, build and foster good sportsmanship, and explore ways to incorporate personal fitness into their everyday lives.

EVIDENCE AND REFERENCES: The What Works Clearinghouse did not include interventions in healthy and active lifestyles, yet the needs assessment clearly indicates the importance of providing these activities. Fortunately, the WWC outlines the type of research and sample sizes needed for each "tier" of evidence based interventions with Tier 1 interventions and recommendations. Many research studies have been conducted to determine whether physical wellness is connected to academic performance. For example, de Greeff and colleagues (2014) studied 544 students and found cardiovascular fitness was significant predictors of student academic performance in both math and English Language Arts. More specific to Florida, research conducted with 132 elementary school students found a significant relationship between physical fitness and academic performance, as measured by Florida statewide assessments (Wingfield, Graziano, McNamera, & Janicke, 2011). Finally, through a systematic review of 26 peer reviewed research studies, researchers found an association between increased physical fitness and improved academic performance and executive function (Salas Sanchez, et al., 2022), with the researchers calling for increased hours of physical education to "more effectively develop the cognitive aspects" of children in elementary school.
FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in SPARK-PE activities with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

ACADEMIC ENRICHMENT: ART AND MUSIC EDUCATION
Art and music education is designed to give students opportunities that would otherwise not be easily accessible, and to offer a high-quality education. Both inspire students to stay in school, increases motivation, improves attitudes and attendance, and improves academic performance. According to Americans for the Arts, a student involved in the arts is four times more likely to be recognized for successful academic achievement. The Arts can influence and shape a child's development on several levels: academically, socially and emotionally.
ACTIVITY/DESCRIPTION: Teachers certified in art and music education will provide instruction to enhance student learning experiences during the 21st CCLC program. Palm View K-8 plans to provide arts education through music, movement, drama/theatre and visual art mediums (drawing and painting). Intervention strategies will include whole group and small group instruction along with hands-on real life experiences.

ALIGNMENT TO STUDENT/FAMILY NEEDS: At a time when art and music education is struggling for classroom time in schools, the 21st CCLC program can offer much needed support and provide students with other engaging activities. Stakeholder survey results support the need for additional enrichment activities including art and music.

EVIDENCE AND REFERENCES: Students in schools serving predominantly low-income households receive less arts instruction than students in schools serving higher-income households (afterschoolalliance.org). Many evaluations demonstrate the benefits of the Arts to students who participate, such as: academic gains, improved cognitive skills, positive behaviors, increased engagement, creativity (Big Thought, 2010). According to a multi-year study of children participating in the Thriving Minds arts afterschool program, students progressed from interacting with creations to becoming creators themselves (2010). Study results of students (1st-8th grade) participating in an out-of-school music program, demonstrated higher levels of academic performance over peers not attending. Further, students exhibited better performance on measures of executive functions and higher scores on standardized tests (Holochwost, et al., 2017).

FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in Art and Music with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

RECRUITMENT AND RETENTION: The 21st century community learning center will give priority to students identified with educational difficulties or heightened risk factors such as low-test scores, possibility of/or past retention, poor school attendance, etc. These students are representative of the wider community and those facing the most significant barriers to academic success. The following strategies will be used to reach and enroll the targeted students: information and registration table at Back-to-School Event/Open House, distribution of flyers and registration packets in English/Spanish, posters hung throughout the campus, and information on the marquee. Teachers, counselors, and Graduation Enhancement Technicians will work with 21st CCLC staff to ensure that students at high risk of retention are specifically invited to attend. To recruit parents and families there will be direct contact at school events, automated phone calls, newsletters and information posted on the website. To encourage students to remain in attendance from the beginning to the end of the program day, the schedule will be structured so that engaging, high energy activities are held the entire time. Also, adhering to school district protocol, elementary school students are not allowed to sign themselves out of a program. To encourage regular attendance, several attention-grabbing and fun enrichment activities and projects are planned to include hands-on STEM challenges, arts and music education and academic enrichment.

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Section 8: Recruiting and Retaining High Quality Staff

STAFFING PLAN: The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. Each school site will have a full-time Site Coordinator overseeing the day-to-day programming supporting the academic and enrichment activities of students and families in the 21st century community learning center.

STAFFING STRUCTURE: The PROGRAM DIRECTOR will report directly to the Director of Elementary Curriculum who in turn reports to the Executive Director of Curriculum and Professional Learning. Included in the staffing structure is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department. The Program Director and Junior Accountant/Bookkeeping services are an in-kind contribution, and a testament to the significant support

the 21st CCLC Program will receive. Each school will have a full-time SITE COORDINATOR who is critical to properly implementing the 21st CCLC program effectively, efficiently, and with fidelity. They will be responsible for the daily oversight of all aspects of the program and staff, be on-site during all program hours, and certified in First Aid/CPR. In addition, they will be responsible for securing partnerships in the community to sustain the program after the four-year grant has concluded.

Additional staff include CERTIFIED TEACHERS with expertise in core academic subjects who will facilitate all academic enrichment. Highly qualified teachers will be recruited from Palm View as they have invaluable knowledge of the students. At least 1 certified teacher will be present during all academic activities and the staff to student ratio will be 1:10. ACTIVITY LEADERS will oversee personal enrichment activities with a ratio of 1:20 and will also support the required ratio of staff to students for academics.

ROBUST QUALIFICATIONS AND DUTIES: All staff will be responsible for completing an application which they receive from the Site Coordinator. This application will include specific requirements noting their qualifications, years of experience, certifications, etc. We also require teachers attach a copy of their teaching certificate to the 21st CCLC application. In addition to teachers being highly qualified, we hire Reading and English for Speakers of Other Languages (ESOL) endorsed teachers, Exceptional Student Education (ESE) teachers and trained translators. Once applications have been reviewed for qualifications, hiring of the staff is determined by the Program Director with input from the school administration and Site Coordinator. Job descriptions will be provided for staff clearly outlining their responsibilities and a signature of acknowledgment is required. As a school district the lines of communication have been established for working with teachers, staff, school administrators, as well as the administration at the district level which ensures the quality of our success. We have access to the school district's Human Resource Department system which conducts criminal background checks on all employees working directly with children before hiring. All district staff undergo a Level II background screening and at least two staff members per center will have CPR/First Aid certification. In addition, staff will be screened through the "Background Screening Clearinghouse" overseen by the Florida Department of Children and Families. 21st CCLC staff members will participate in professional development related to academic achievement through the district's Office of Professional Learning.

TRAINING PLAN FOR QUALITY IMPROVEMENT: Training plays an essential role in successful education improvement. To ensure our program is implemented with fidelity we provide initial training for the staff during the July/August months prior to the start of 21st CCLC. In addition, all program staff will participate in quarterly professional development sessions specific to the 21st CCLC Program. Training of the curriculum and other instructional materials will be completed at the beginning and throughout the year as needed. Other training topics may include increasing self-esteem through educational achievement and supporting various learning styles. The district has two in-service days during the school year where 21st CCLC training will occur. Each staff member will be responsible for reading and signing their intent/commitment to work the 21st CCLC program and comply with ethical business practices. We will create a solid foundation through individual training about the community learning center during the August/September start up months. We will utilize advance methods to improve teacher effectiveness which will result in student achievement. The Program Director and/or Site Coordinator will conduct four 4-hour trainings, as well as participate in the required statewide training with at least one other staff member. Training on activities, procedures, and other policies will be ongoing, as needed. Additional training may also include CPR/First Aid, EZReports, STEM curricula, child and youth development, afterschool and summer learning, family engagement, evidence-based practices, and other site-specific academics/enrichments in order to deliver an effective and successful community learning center program.

Section 9: Implementing with Fidelity

Members from the Program Team will serve as leadership of the community learning center. The Leadership Team will include school Principal, Site Coordinator and Program Director. This team will be responsible for ensuring the program is carried out with fidelity, days and hours of programming align with the program application and the activities are delivered with rigor using data to revise, adapt or eliminate programming. In addition, the leadership team will oversee staff training and the activities that are designed to provide continuous education to students.

The 21st CCLC Fidelity Plan is firmly grounded in a commitment to continuous improvement of operations, services, and outcomes. The cornerstone is a logical process of planning, data collection, analysis, reporting, and refining. As such, the plan will include three connected elements to help ensure the program being implemented is effective, efficient, and sustainable: progress monitoring, data analysis and continuous improvement.

The Continuous Improvement Model (CIM), a quality-based approach used within educational settings and particularly effective for reducing achievement gaps between student subgroups will be utilized. The model focuses upon individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on program success.

The immediate and individualized feedback provided through CIM is particularly important for implementation of the 21st CCLC program to help guide/ensure the highest impact for each student. The program will also use CIM to guide any immediate operational changes necessary to provide a high quality program, including such areas as staffing changes, adjustments, or resources to specific activities. The fidelity plan will provide a structure for generating information needed for ongoing program refinement.

The Continuous Improvement Model will support data collection within three general categories: (1) District Data; (2) Program Data; and (3) Stakeholder Data.
(1) District data will include all student demographics, state standardized tests and end-of-course exams (from prior and current years), student progress reports and report card grades, student attendance during the school day, and any other additional data deemed useful for the program.
(2) Program data will include (A) student attendance (daily) and enrollment status, (B) demographics, (C) program operational information (e.g., hours, activities, facilities, staffing, and partners), and (D) adult family member data.
(3) Stakeholder data will be collected quarterly through teacher surveys, parent surveys, student surveys, and partner surveys. Survey data will be collected using electronic systems to ensure accuracy of collected data.

To further support the fidelity plan, the Principal will meet monthly with the Site Coordinator to review progress monitoring data. Data will include benchmark assessments, progress reports, quarter grades and behavior. Data collection will be ongoing and will be used to refine program activities. The Site Coordinator will be responsible for day-to-day program operations to ensure the center is following the proposed calendar, daily schedule and activities. Oversight will occur through staff meetings, walkthroughs and lesson plans. The Program Director will perform monthly fidelity checks to confirm the community learning center is implemented as intended. Monthly Leadership Team meetings will be held to discuss findings from the fidelity checks and other collected data. Together these strategies will serve as the ongoing process to revise, adapt and/or eliminate ineffective programming.

Section 10: Project Budget

Please See attachment.

Section 11: Plan for Sustainability

With the foundation built by the 21st CCLC and the sustainability efforts of the Program Team, impoverished and high-risk students will have continued access to free educational services. These services are designed to promote academic and personal success. By creating a vision and annual goals, conducting community outreach, advocating for support and seeking new partnerships and funding, the Program Team will be successful in sustaining the program for students and their families.
Each year the Program Team will hold quarterly meetings to establish a clear vision and goals for the program. Meetings will provide opportunities to review progress and reflect. Duties will be assigned to each team member in order to maximize time and effort and support the four-year sustainability plan. Specifically, the full-time site coordinator will dedicate a portion of each week to the sustainability plan including contacting local businesses, churches, community organizations and outreach groups; seeking federal, state, local and private funding; building relationships with parents, students, staff and the greater school community. The parent team member will advocate for resources in the community and assist with the survey data. The school administrators will continue outreach efforts with current business partners and the school community. They will assist in collaboration building, advocacy efforts and funding sources. As additional support, the Program Director will facilitate collaboration and communication between stakeholders.

The four-year sustainability plan is as follows:

Year 1: Create a vision and identify both short term and long-term goals. Develop an advocacy plan to share the vision and garner support. Begin building collaboration within the community to support the continuation of programming after funding ends. Create and administer surveys for various stakeholder groups and analyze data to monitor progress. Identify key partners for collaboration and seek funding resources.

Year 2: Revisit and revise Year 1 goals and identify progress indicators. Continue the advocacy plan. Survey data will be collected from students, families and staff related to expectations for the program along with open feedback for the coming year. Budget will be reviewed and the goal for at least two additional partnerships will be pursued so the level of services will not be impacted.

Year 3: Continued reflection on progress from Years 1 and 2 toward goals and adjustments using stakeholder feedback and new partnerships. Extra advocacy efforts will be made to increase awareness of our vision and mission. Goals for at least 2-3 additional partners will be pursued to support all levels and areas of programming. Survey data will be collected throughout the school year on the school's needs and will help monitor progress towards sustainability.

Year 4: The focus will be on identifying, combining and seeking resources to sustain the program. Partnerships and collaboration will be strengthened to support the goals and action plans moving forward. Seek solutions for any areas of concern related to sustainability.
Palm View will continue to build upon the program each year by conducting outreach efforts, securing commitments from community agencies, local businesses and partners and advocating for their program. The program's impact and positive outcomes will be shared on a regular basis to build support and awareness within the community through multiple outlets including social media.

Cohort 20 (2022-23) RFP Scope of Work/Narrative Addendum

Agency Name: Manatee County School District Project Number: 410-2443B-3C002

Program Name: Palm View K-8

Use this form to add any parameters and information needed to satisfy the requirements included in the RFP. Add all items as bullet points including the section name and number.

This change includes: ☐ Additions ☐ ~~Deletions~~ ☐ Both

The following items are incorporated as part of the Scope of Work:

Additions:

Section 1:

Please include the components of program services (i.e. afterschool, summer, school breaks/holidays).

- The Palm View K8 grant includes afterschool programming only.

Section 4:

Please provide statement with the number of team members for this proposal.

- *There are 9 members included in Palm View K8's program team.*

Section 11:

Please explain what types of partners are you looking for and what would they provide? For example are you looking for partners to fund staffing? Partners to provide funding for materials/supplies in year 2? Do you have a specific amount of funding you are looking for ($2,000, $5,000 etc).

- Year Two: Additional partnerships for funding for:
  Palm View K8 will seek new to establish 2 new partnerships during year 2 of the grant award. Year 2 partnerships will focus on funding and/or goods and services to assist with Family Member Service events for actively participating families as well as support for volunteers to work directly with students. The goal would be to seek approximately $2500 in funding to support the 5 parent events with take-home materials and refreshments.
- Year Three: Year 3 will focus on maintaining current partnerships as well as adding additional partners who can provide support in all areas including staffing for enrichment activities, guest speakers and presentations for students and families, and supplies to restock consumable STEM materials.
- Year Four: In year 4 Palm View will nurture the partnerships that have been established throughout the4 year project and work together to plan for future support for Palm View K8's students and families. This may include plans for funding, staffing, good and services including supplies and materials.

Appendix A
Continuing Improvement 2023-24

Agency Name: Manatee County School District Project Number: 410-2444B-4C002

Program Name: MCSD 21st Century Palm View K8 Grant

Reason(s) for the change: There are no proposed changes to this grant application for the 2023-2024 project year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2024-25

Agency Name: School District of Manatee County Project Number: 410-2445B-5C002

Program Name: Palm View K-8

Reason(s) for the change: There are no changes to this grant at this time.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement

Agency Name: Manatee County School District Project Number: 410-2446C-6C002

Program Name: Palm View K8

Reason(s) for the change: The proposed changes for the 2025-2026 school year are to the operations only. The changes are outlined in the site profile worksheet. The only change is to the number of service days, which is due to the approved district calendar and early release days. This grant does not operate on early release days and was not funded for early release days. The number of early release days can vary from year to year and for the 2025-2026 school year there is an increase in the number of early release days causing the days of service to be reduced from 168 days to 165 days.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

2025-2026 SITE PROFILE

Agency Name	Manatee County School District			Project Number		410-2446C-6C002	
Site Name	Palm View K-8 School					Zip Code	34221
Site Address:	6025 Bayshore Road			City	Palmetto	County	Manatee
Site Contact Name:	Mary Alligood	Phone	941-723-4812	Email	alligodm@manateeschools.net		

TARGET SCHOOLS									
School Name	School-wide Information			# Targeted Students					
	Grades Served by School	Enrollment	Free and Reduced Lunch Rate	Grades Served by Program	BS	AS	SUM	W	H
Palm View K-8 School	PK-8	576	100%	K-8		120			
				TOTAL		120			

BEFORE SCHOOL SITE OPERATIONS						
Start Date		End Date		Total Number of Service Days		
Non-service days						
	Monday	Tuesday	Wednesday	Thursday	Friday	Total hours of Before School services per typical week.
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS						
Start Date	August 18 , 2025	End Date	May 22, 2026	Total Number of Service Days		165
Non-service days	9/1, 10/13, 10/17, 10/24, 11/5, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/11, 2/16, 3/13, 3/16 – 3/23, 4/2, 4/3, 4/22					
	Monday	Tuesday	Wednesday	Thursday	Friday	Total hours of After School services per typical week.
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	2.5	2.5	2.5	2.5	2.5	12.5
Early Release Dates				Total Service Days	Hours/Day	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	Total number of Holiday, School Break service days.		Saturday	Total number of Weekend service days.
Start Time			Start Time		
End Time			End Time		
Hours			Hours		

SUMMER SITE OPERATIONS							
Start Date		End Date			Total Number of Service Days		
Non-service days							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total hours of Summer services per typical week.
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	Total Number of Adult Family Members Served	20

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	Personal Enrichment Ratio	1:20

AGENDA ITEM NO. 9.7

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application, Effective August 2025-July 2026, for Manatee and Palmetto Elementary Schools, in the Amount of $300,000.00 (Incoming Grant Funds)

Executive Summary
The 21st Century Community Learning Center (CCLC) Program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local academic standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. The program will operate at Palmetto Elementary and Manatee Elementary Monday through Friday from 3:15 p.m. to 5:45 p.m.

This application is pending Board approval. If no Board approval is given, the application will be withdrawn.

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 apply, accept, and expend the Nita M. Lowery 21st Century Community Learning Centers request for application, effective August 2025-July 2026, for Manatee and Palmetto Elementary Schools, in the amount of $300,000.00 (Incoming Grant Funds).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Elementary Curriculum
Initiated By: Alison Nichols

Attachments:
21st Century Elementary Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**MCSD 21st CCLC - Elementary Grant** (Manatee and Palmetto) **TAPS NUMBER: 26B036**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$300,000	Contact Name: Patricia "Trish" Dezso Fiscal Contact Name: Cathy Miley	Telephone Numbers: **941-751-6550 x43004** **941-708-8770 x41111**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **PO BOX 9069** **Bradenton, FL 34206 9069**	E-mail Addresses: dezsop@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: **215 Manatee Ave West** **Bradenton, FL 34205**	UEI number: 1000129620000 FEIN number: 596000728

CERTIFICATION

I, 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 05/16/2025
Signature of Agency Head — Title — Date

PENDING BOARD APPROVAL – June 2025

Instructions for Completion of DOE 100A

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

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

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

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

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

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

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Department of Education's General Education Provisions Act (GEPA)

Section 427 of the General Education and Provisions Act requires each applicant for funds (other than an individual person) includes in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs.

In the text area below, please provide a brief narrative outlining how your program will meet the requirements outlined in Section 427 of the General Education Provisions Act (GEPA).

The Nita M. Lowey 21st Century Community Learning Centers project for the School District of Manatee County ensures equitable access to all beneficiaries including students, staff, parents, and community members regardless of gender, race, national origin, color, disability, or age. Each site will recruit staff through an open application process and target students who have the greatest need for supplemental services. Sites will recruit students who performed in the lower quartile on state standardized tests to be included in the program first; all other students are then provided with applications for parental notification and permission purposes. Special education teachers and other support staff will be hired as needed so specialized assistance can be provided to students with specific needs. Instructional materials and services will be modified and/or purchased according to student need and training for staff will be provided when necessary. The program will offer a variety of activities to meet the needs of a diverse group of students including academic enrichment and support, personal enrichment, and recreational activities. Written notices to parents are sent home in English and Spanish as well as other languages in an effort to counter any language barriers that would thwart communication. Additionally, the program sites are public schools, all of which have access for persons with disabilities.

School District of Manatee County

Applicant Organization



Signature of Agency Head

Superintendent

Title

05/16/2025

Date Signed

General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

Return to:

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

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

Section D

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.

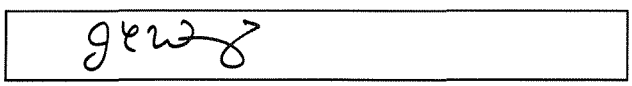
Instructions: These general assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in federal or state law, 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).

Manatee County School District	41	Dr. Jason Wysong, Superintendent
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.

	05/16/2025	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

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

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

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

General Assurances

Assurance is hereby given that, to the extent applicable:

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

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

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

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

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

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

- The recipient will submit such reports to the Florida Department of Education and to U.S.

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

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

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

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

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

- For projects involving construction:

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

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

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

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

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

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

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

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

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

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

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

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

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

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

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

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

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

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

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

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

Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

Project - The services, activities, or program that an entity agrees to provide for a specified period of time using state or federal funds awarded to a project recipient.
Project Application - An entity's request for a project award under state or federal education

programs administered by the Florida Department of Education.

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

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

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

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

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

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

Explanation of Grants Management Requirements

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

Accounts and Records

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

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for

general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

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

Audits

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

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

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

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

Audits – State-Funded Programs

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

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

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

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

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

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

Reports to be Submitted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

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

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

The applicant certifies that it and its principals:

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

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

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

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

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

Drug-Free Workplace (Grantees Other Than Individual)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DUNS Number - Data Universal Numbering System

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

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

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

EDGAR - Education Department General Administrative Regulations

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

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

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

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

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

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

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

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

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

Gun Possession

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

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

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

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

Indirect Cost and Administrative Fees

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

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

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

Restrictions on Funds for Administration

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

Administrative Fee for Non-Federal Funds

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

Interest Income

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

Lobbying

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

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

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

- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

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

More Restrictive Conditions

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

Obligations by Project Recipients

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

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

Ownership of Products—Intellectual Property

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

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

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

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

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

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

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

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

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

Participation of Private School Students and Staff in Federal Grants

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

regulations, and guidance documents.

Personnel Costs – Time Distribution

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

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

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

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

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

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

cost. These methods apply only to the Department.

Project Effective Dates

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

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

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

Property

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

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

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

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

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

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

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

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

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

Protected Prayer in Public Elementary and Secondary Schools

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

Purchasing

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

Reporting Requirements—Financial Disbursements

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

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

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

Retention and Access to Records

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

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

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

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

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

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

Single Audit Act

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

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

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

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

Supplement, Not Supplant

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

The Stevens Amendment

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

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

Travel

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

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

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

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

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

FLORIDA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

26B036

21st CCLC Subrecipient Assurances

The subrecipient agrees to the program requirements and expectations for the implementation of the 21st CCLC program as outlined in the Request for Proposals (RFP) and the assurances below. Each assurance must be initialed by the Agency Head. The final page must be signed by the agency head.

Program Operations

The 21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier. (JW)

Academic Focus

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students. (JW)

Evidence-based Research

Program activities will be implemented based on evidence-based practices using the levels of evidence in the Every Student Succeeds Act. Activities must be based in evidence that shows that the students will meet challenging State academic standards.(JW)

Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Subrecipients must also coordinate Federal, State, and local programs to make the most effective use of resources. (JW)

Facilities

Program facilities will be as available and accessible to participants as the students' local school. The facilities have sufficient resources to provide all proposed and required activities. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP, Florida Statutes and Florida Administrative Code. (JW)

Supplemental Meals

Students will be provided nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. A supplemental snack will be offered to each student, each day. A meal will be offered to each student when the program exceeds four hours of operation each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students will **not** be charged for costs associated with supplemental snacks/meals. (JW)

Students with Special Needs

Students with special needs will be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated. (JW)

Collaboration with Schools

The program was developed and will be implemented in active collaboration with the schools attended by participating students and the community. (JW)

Community Awareness

The subrecipient gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission. (JW)

Property

Property acquired with 21st CCLC funds will remain within the appropriate facility for continued use in the 21st CCLC program until the funding period has expired. If the 21st CCLC program no longer exists at the end of the program period, all equipment will be distributed to another federal program. (JW)

Records Retention

The subrecipient will retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program or until such time as all pending reviews or audits have been completed and resolved. (JW)

Monitoring and Evaluation Activities

The subrecipient will fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the Florida Department of Education (FDOE) and/or authorized representatives. The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the United States Education Department (USED). (JW)

Student Safety

The subrecipient will ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other

emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards. (JW)

Suspension of the Grant

The department may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement. (JW)

Financial Consequences

If the subrecipient fails to meet and comply with the activities established in the approved application or make appropriate progress on the activities, and they are not resolved within two weeks of notification, the department will (1) approve a reduced payment, (2) request the applicant redo the work, if possible and/or (3) terminate the project. Activities subject to financial consequences include failure to meet student attendance targets, operate the program as indicated in the program schedule, report programmatic data, submit deliverables or meet the performance goals of the program. (JW)

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency will comply with program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the RFP.

Agency Name	*School District of Manatee County*
Agency Head or Authorized Agency Representative	Signature
	Dr. Jason Wysong (Printed name)
Title	**Superintendent**
Date	05/16/2025
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

Assurance of Providing Equitable Services for Private Schools (Private School Participation)

21st CCLC programs are required to provide equitable services to eligible private school students, teachers and other education personnel. Applicants must assure that the agency has and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education service areas. 21st CCLC programs must, at a minimum, consult with officials from those private schools located in the specific geographic area(s) served by program site(s).

In accordance with 34 C.F.R. Part 76.656, provide the following information in reference to consultation and participation of eligible private schools in Title IV, Part B, 21st CCLC:

(a) A description of how the applicant will meet the federal requirements for participation of students enrolled in private schools.

The district conducts an annual Private Schools Meeting each November. This is an ongoing consultation and communication with private schools to identify needs and qualifying students. Private schools may choose to opt out of services at anytime during the process. Communications with private schools not opting out occur twice per year and may be conducted in person and/or via email, phone calls or certified letters.

(b) The number of students enrolled in private schools who have been identified as eligible to benefits under the program.

At this time no private school students have been identified for services. Through ongoing consultation, students may be identified, and appropriate services offered.

(c) The places and times that the students will receive benefits under the program.

If students are identified as eligible, they will receive services through the School District of Manatee County's 21st CCLC grants. Services will be provided at the targeted schools on the dates, days and times outlined in the site profile worksheets.

(d) The differences, if any, between the program benefits the applicant will provide to public and private school students, and the reasons for the differences.

There will be no differences in the services and benefits provided to public and private school students. All students regardless of the school in which they attend will receive the same level of services including days of operation, hours of operation, and activities.

☐ Check this box if there are NO private schools located within the geographic area(s) of the site(s) where the 21st CCLC program is located.

Agency Name	School District of Manatee County
Agency Head or Authorized Agency Representative	Signature Dr. Jason Wysong Printed name
Title	**Superintendent**
Date	05/16/2025
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	School District of Manatee County - Elementary Grant
B) DOE Assigned Project Number:	410-2446C-6C001
C) TAPS Number:	26B036

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. 1 PD x 6 Hrs/Week x $47/Hr x 5 weeks = $1,410 ***50% Administrative = $705*** ***50% Evaluation = $705*** *School Year Duties Provided In-Kind by the District*	1	$1,410.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%) and workers' compensation benefits (1.00%) for 1 Project Director. 1,410 x 22.68% = $320 ***50% Administrative = $160*** ***50% Evaluation = $160***		$320.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		$0.00	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **Manatee Elementary** 1 SC x 3.50 hrs/day x $37/hr x 165 days = $21,367 **Palmetto Elementary** 1 SC x 3.50 hrs/day x $37/hr x 165 days = $21,367 ***25% Administrative = $10,684*** ***13% Evaluation = $5,555***	1.00	$42,734.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%) and workers' compensation benefits (1.00%) for 2 Site Coordinators. $42,734 x 22.68% = $9,692 ***25% Administrative = $2,423*** ***13% Evaluation = $1,260***		$9,692.00	100%
5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $37-$58 per hour. Average rate is $42 per hour. **Manatee Elementary** 4 CT x $42/hr x 1.75 hr/day x 165 days = $48,510 **Palmetto Elementary** 4 CT x $42/hr x 1.75 hr/day x 165 days = $ 48,510	0.81	$97,020.00	100%
5100	200	**Fringe Benefits: Certified Academic Teachers** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for Certified Academic Teachers. $97,020 x 22.68% = $22,004		$22,004.00	100%

5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $29.00 per hour. **Manatee Elementary** 4 EL x $29/hr x 2 hrs/day x 165 days = $38,280 **Palmetto Elementary** 4 EL x $29/hr x 2 hrs/day x 165 days = $38,280	1.29	$76,560.00	100%
5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for Enrichment Leaders. $76,560 x 22.68% = $17,364		$17,364.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 16 staff x 4 hrs x 4 days x $20/hr = $5,120 *Provided In-Kind by the District*		$0.00	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for professional development. $5,120 x 22.68% = $1,161 *Provided In-Kind by the District*		$0.00	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 2 sites x $164/site = $328		$328.00	100%
5100	310	**Purchased Services: Mote Marine** Mote Educators will bring fun, inquiry-based and hands-on learning experiences to the 21st CCLC Program four timesduring the program year. Using relevant, real time data and information, students will dive into marine science, helping them better understand science concepts and ideas. In addition, Mote Educators will provide one Family Event (STEM Night) during the project year through a dynamic and interactive presentation where students and families learn together through Science Talks and Exploration Stations. $250 x 4 Events = $1,000 $500 x 1 Event = $500		$1,500.00	

5100	510	**Materials & Supplies** Supplies and materials to support academic and enrichment activities including: workbooks, chart paper, STEM consumables, gardening supplies, copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, highlighters, posters and display boards. 80 students x $64/student x 2 sites = $10,240		$10,240.00	100%
5100	360	**Rentals** Annual Subscriptions excusively for actively participating 21st CCLC students at Manatee and Palmetto elementary schools. Standards based Math & Literacy program, and magazines for instructioanl use. Cost estimated at $2,500/site x 2 sites = $5,000		$5,000.00	100%
7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 5.57%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. *100% Administrative* = $ 15,828		$15,828.00	100%
			D) TOTAL	**$300,000.00**	
			ADMINISTRATION	**$29,800.00**	**9.93%**
			EVALUATION	**$7,680.38**	**2.56%**

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**

Florida 21st CCLC State-level Objectives

Objective Category	Objective Number	Domain	Required Objective	Data Management
1. Academic Achievement	1.A.1	English Language Arts (ELA) **GPRA Measure 1**	75% of students will show improvement in ELA performance on the Florida Assessment of Student Thinking (F.A.S.T.).	English Language Arts (ELA) F.A.S.T. scores will be reported by the 21st CCLC Program Office for all students participating in the state assessment.
	1.A.2	English Language Arts (ELA)	75% of students will show improvement in ELA grades.	Student grades will be collected and reported by subrecipients for ***all students*** during the school year for each grading period.
	1.B.1	Mathematics **GPRA Measure 1**	75% of students will show improvement in Mathematics performance on the Florida Assessment of Student Thinking (F.A.S.T.).	Mathematics F.A.S.T. scores will be reported by the 21st CCLC Program Office for all students participating in the state assessment.
	1.B.2	Mathematics	75% of students will show improvement in Mathematics grades.	Student grades will be collected and reported by subrecipients for ***all students*** during the school year each grading period.
	1.C	Grade Point Average (GPA) **GPRA Measure 2**	75% of students will improve their cumulative GPA by at least 0.1 point annually.	GPA will be collected and reported by subrecipients for ***all students*** who receive a GPA annually.
2. Dropout Prevention	2.A	Attendance/Dropout Prevention **GPRA Measure 3**	75% of students will improve their school day attendance annually.	The school day attendance rate will be collected and reported by subrecipients for ***all students*** annually.
3. Behavior	3.A	Behavior **GPRA Measure 4**	75% of students will improve their behavior annually.	Data reports on in-school suspension and discipline referrals will be collected and reported by subrecipients for ***all students*** monthly.
4. School Engagement	4.A.1	Safe and Supportive Relationships	75% of students will increase their safe and supportive relationships with peers and adults annually.	Stakeholder Surveys (day-school teachers on engagement) will be collected and reported by subrecipients for ***all students*** annually.
	4.A.2	Engagement in Learning **GPRA Measure 5**	75% of students will increase their engagement in school annually.	Stakeholder Surveys (day-school teachers on engagement) will be collected and reported by subrecipients for ***all students*** annually.

Color key:

- Gray represents federal requirements.
- Yellow represents state requirements.
- Pink represents local level data responsibilities.



2022-2023 Scope of Work
Agency Name: Manatee County School District
Project Number: 410-2443B-3C001
Program Name: Manatee Elementary; Palmetto Elementary

Section 1: Project Abstract/Summary

The School District of Manatee County (SDMC) operates the Elementary School Grant at Manatee Elementary, 1609 6th Avenue East, Bradenton, FL 34208 a Community Learning Center. Eighty Kindergarten-5th grade students are provided programming during the school year from 3:15PM-5:45PM, Monday-Friday beginning August 10, 2022 - May 19,2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology, engineering and math (STEM); healthy and active lifestyles; well-rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

The School District of Manatee County (SDMC) operates the Elementary School Grant at Palmetto Elementary, located at 1540 10th Street West, Palmetto, FL 34221 a Community Learning Center. Eighty Kindergarten-5th grade students are provided programming during the school year from 3:15PM-5:45PM, Monday-Friday beginning August 10, 2022 - May 19, 2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology, engineering and math (STEM); healthy and active lifestyles; well-rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

We believe that having a successful program means tying family and community involvement in schools to positive student's outcomes. Manatee and Palmetto Elementary Schools plan to increase parent involvement through family events and workshops. Five (5) events will be designed to help family members improve their involvement in their child's education. Workshop dates and information will be disseminated via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish. Participation will be monitored through sign-in sheets. Events will last approximately one hour and will provide parents with information designed to help them assist their child with educational activities at home including reading strategies, math skills and simple STEM activities. In addition, community partners will help to provide valuable and educational workshops/events for the adult family members offered in the late afternoon/early evening. As more 21st CCLC families become involved, the expectation is there will be an improvement in student academic performance.

Section 2: Site Level Funding
See attached Funding Request Guide

Section 3: Applicant Capacity

	Number of Years	Dates of Operation
21st CCLC	10+	2001 - Present
Federal Funding	10+	1965 - Present
Other Types	10+	1980 - Present

EXPERIENCE WITH EXTENDED LEARNING PROGRAMS: The School District of Manatee County (SDMC) has substantial experience in efficiently operating effective and impactful extended learning programs for over 20 years. The District offers out-of-school programming and extended learning programs throughout public schools and public charter schools in Manatee County. With over 50,000 students attending SDMC public schools, a significant effort has been made to focus on the support and improvement of out-of-school programs in Manatee County.

The District's Extended Day Enrichment Program (EDEP) operates before and after school programming in 27 elementary schools during the school year. EDEP offers daily academic enrichment along with fun and engaging activities for students. In addition, the District operated a successful Supplemental Educational Services (SES) program from 2005 through 2013. SDMC was only one of five districts in Florida running the program as a district-based SES provider program. More than 600 students were tutored each year and on average, 89% achieved learning gains over the program's tenure.

EXPERIENCE USING FEDERAL FUNDING: As noted above, the School District of Manatee County (SDMC) has tremendous experience in obtaining, overseeing, and managing federal funds, with substantial federal funding used specifically to support Extended Learning Program. In addition to centralized support of out-of-school programs, the District has also received federal, state and local funds to help provide out-of-school programs with limited burden on the families and students. More specifically, the SDMC Department of Federal Programs oversees millions in annual funding specific to offering expanded learning opportunities to students in Title 1 schools (e.g., after school tutoring, summer programming and Saturday school). Over the past 8 years, Title III funds have been used each year to tutor English Language Learners (ELL) during the extended learning time. Further, federal funds are used to host summer program camps for middle school students and elementary school students at Title 1 schools. The SDMC Exceptional Student Education Department also offers expanding learning opportunities for students with special needs through tutoring and extending the school year during summer months. The Adult, Career and Technical Education Department has raised over 75 million in funds over the past 18 years and oversees many local, state and federal programs. Grants include School Transformation, Perkins and Small Learning Communities. The SDMC School Improvement Department has utilized grant funds in Title 1 schools to extend the regular school day, provide after school tutoring and professional development for teachers and staff. In total, during the 2021-2022 school year, SDMC has overseen $134.4 million in federal funding to support students during the regular day and through extended learning opportunities. Additionally, SDMC has received funding to support extended learning opportunities from a variety of local foundations, associations and corporations - including the Manatee Education Foundation, Dollar General, Verizon, AAA, the Laura Bush Library Grant, and VW Foundation.

These grants and donations help provided smaller awards to individual schools and teachers.

EXPERIENCE WITH 21ST CCLC PROGRAMMING: SDMC has operated 21st CCLC programs for over 20 years and received more than $12 million across 9 grants to serve K-12 students in 19 schools. Manatee and Palmetto Elementary schools have been successful implementing the program for students over the past five years. Based on standardized testing data from 2018-2019 summative reports, regularly participating students attending the 21st CCLC program had a 42% increase in academic achievement level in reading and 59% increase in math. Additionally, reading and math quarter grades increased with 62% of students meeting reading proficiency and 63% meeting math proficiency. This program is vital to the community. 21st CCLC has provided parents a safe and secure place for their child to receive support for academics and enrichment activities. Students benefit from more time in the classroom and receiving homework help from certified teachers. Teachers and staff have stated students who attend the 21st CCLC program attend school more regularly, complete their homework effectively and have better behavior. SDMC has implemented the proposed 21st CCLC services over the years to meet federal, state and district requirements.

The 21st CCLC Elementary School Grant will be housed within the district's Curriculum Department and its Extended Day Enrichment Program (EDEP) that provides programming during non-school hours to 27 public schools. With this placement, the district will be able to leverage the experience, resources and staff of EDEP including an experienced Program Director with over 20 years facilitating 21st CCLC programs.

Manatee and Palmetto Elementary Schools will be managed by a full-time Site Coordinator ready for immediate implementation providing strong site leadership. In addition, each site will have a 21st CCLC Program Team comprised of representatives from the school district, community, School Administrator, Teacher, Parent and/or Student.

PROGRAM ADMINISTRATION AND FISCAL MANAGEMENT: The District is committed to a high level of transparency with regard to processes, practices and investments. School level expenditures are made public by school. Providing full disclosure of all relevant fiscal information in a timely and systematic manner, www.manateeschools.net is used as the vehicle to publish the documents. All matters of the budget are approved by the School Board, comprised of five elected officials. The Board has no vested financial interest in program operations.

PROGRAM EVALUATIONS: To appropriately track and encumber obligated expenditures, function and object codes will be set using the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Program funds, records and budgetary expenses will be housed, tracked and reconciled by the program bookkeeper located at the district's Professional Support Center. All actions will be approved by the Program Director, Curriculum Director and the school district's Finance Department. The District has extensive experience collecting, maintaining, analyzing and reporting accurate program evaluation data. Processes include ongoing professional development, FOCUS student information system that tracks all student data and oversight from the school district's Research and Assessment Department.

PROGRAM IMPLEMENTATION: SDMC has experience in providing a broad range of services. These services are in line with the 21st CCLC program goals, objectives, and approved activities from standards-based education to nationally awarded STEM programming to research-based curricula within 48 traditional school sites as well as alternative sites. The Elementary School Grant has the support of parents, the community and District to ensure the program is implemented with fidelity.

Section 4. Building Your Program Team

PROGRAM TEAM: The School District of Manatee County worked with district administrators; school administrators and staff; community partners and parents to develop a strong

Program Team with the ability to inform the proposal, support the implementation of the grant, and provide ongoing insight into the continuous improvement of the 21st CCLC grant. As part of the proposal development process, the Program Team became an integral part of identifying needs, determining ideal operational considerations, and informing the best activities meet the needs of all stakeholders. The Program Team is composed of stakeholder representatives that are fully capable of speaking on behalf of their fellow stakeholders (e.g. teachers, community-connected parent, high-level school administrators, district level contact and secondary institution representative).

PROGRAM TEAM MEMBERSHIP: The Program Team member selection was a critical task to ensure the most knowledgeable individuals were included to help design the 21st CCLC proposal and the associated activities. All individuals on the Program Team have provided letters of commitment to continue serving on the Program Team for the duration of the four year grant. It is anticipated that the Program Team will grow in future years, as additional individuals are identified that would help improve the 21st CCLC program and the services to students and families (e.g. new teachers, new parents, new students in the school, etc.). Ultimately, the Elementary School Grant's Program Team includes team members who collaborated, contributed and provided their expertise in the development of the application.

The team members for Manatee Elementary School are:
Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Lourdes Gonzalez - Principal (School Administrator)
Natalie Jadid - Assistant Principal (School Administrator)
Renita Houston - Community Member
Vanessa Goldsmith - Parent of Student at Manatee Elementary School
Maria Cuffaro - Teacher at Manatee Elementary School
Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming.
Lourdes Gonzalez, Principal at Manatee Elementary School brings over 25 years of experience in schools as a Teacher, School Administrator and District Administrator. She brings a wealth of knowledge regarding supplemental services outside of the regular school day.
Natalie Jadid, Assistant Principal has experience as a Teacher and School Administrator including after school programs.
Renita Houston serves as the community representative bringing relevant information about community partnerships and support services.
Vanessa Goldsmith is the parent representative and serves as the voice of family members and their needs.
Maria Cuffaro serves as the Reading Coach for Manatee Elementary. Her knowledge of student achievement adds value to the program team.
Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years experience, Carol's expertise will support a smooth transition between secondary and postsecondary institutions.
Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired and will be a permanent member of the Program Team.

The team members for Palmetto Elementary are:
Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Billie-Jo Tyne-Fintel - Principal (School Administrator)
Steve Goudy - Community Member
Andrea Padron - Parent of Student at Palmetto Elementary School
Alana Monestime - Teacher at Palmetto Elementary School

Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming.
Billie-Jo Tyne-Fintel, Principal at Palmetto Elementary School brings many years of experience in education as an administrator and a teacher. In addition, Mrs. Tyne-Fintel has 21st CCLC program experience as an administrator.
Steve Goudy and Andrea Padron serve as the community andparent members bringing relevant information about community and family needs.
Alana Monestime serves as a 2nd grade teacher at Palmetto Elementary.
Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years experience, Carol's expertise will support a smooth transition between secondary and post-secondary institutions.
Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired as a permanent member of the Program Team.

PROGRAM TEAM TASKS: The Program Team from each school was involved in all stages of the application process. The Teams met on several separate occasions to assess program needs, evaluate community and school resources, identify program operations and any gaps in services that could be addressed by a 21st CCLC program, and develop and select activities for inclusion in the final 21st CCLC proposal. Quarterly meetings will be held throughout each project year to ensure activities are implemented with fidelity, while also ensuring progress towards proposed outcomes and operations. The Program Team will work together to plan, revise and modify program activities to ensure the quality of the continuous improvement process, including engagement of all stakeholders and plans for sustainability.

Manatee and Palmetto Elementary Schools have secured partnerships with University of Florida/IFAS Extension, Van Wezel, The Bishop Museum of Science and Nature, Manatee Technical College, Manatee Education Foundation, Extended Day Enrichment Program (EDEP), Soar in 4/Florida Grade Level Reading Campaign and Adult, Career and Technical Education (ACT) department.

Manatee Elementary School is a Community Partnership School who has several partners committed to provide services and funding to the school over the next 25 years. These partners have agreed to support al aspects of the school including the regular school day as well as other programs such as 21st CCLC. The community partnership organizations are:
- Children's Home Society of Florida
- Boys & Girls Clubs of Manatee County
- MCR Health
- School District of Manatee County
- University of South Florida

Additionally, Manatee Elementary has two partners specifically committed to the 21st CCLC program. Partners include:
- Sarasota Alumni Chapter - Kappa Alpha Psi, Fraternity, Inc. – will provide guest speakers for 21st CCLC students and/or their families through their Speakers Bureau.
- Roger's Community Methodist Church – will provide donations to the program as well as volunteers, retired educators and skilled professionals, to work with students in varying capacities.

Palmetto Elementary School's 21st CCLC partners, have pledged to provide goods, services and/or donations to enhance the curriculum and development of the students' learning:
- Church of Hope – will provide volunteers to work with small groups and individual students and donations of goods such as backpacks and school supplies. They also provide holiday

meals for families in need as well as Christmas gifts for identified families.
• Pelican Snoballs – will provide support through goods and services for 21st CCLC Family Literacy Events and student incentives.
• Tequila's Restaurant – will provide support through donations including food for family events and special student activities.
Each school will continue to seek additional partners who can provide monetary donations, goods and services, resources and volunteers. In addition, the district will continue to secure an agreement with National School Lunch Program to provide a daily nutritious snack during the after school component.

Section 5: Engaging Stakeholders

IDENTIFIED STAKEHOLDERS: Stakeholders are partners in the development, implementation and continuous improvement of the learning community center. The engagement of stakeholders has several explicit purposes; (1) identify the needs of the students, families, schools and communities; (2) identify current gaps in programming and services where funding could best be applied to support students and families; and (3) identify specific activities and subject areas that best support and address the identified needs and gaps. The process of identifying and engaging stakeholders in the planning and design of the program helped inform the final grant proposal. With feedback from each stakeholder group, the program has been thoughtfully designed to meet the needs of students and their adult family members. The program is site-specific, age-appropriate and designed for each school's unique environment. The Program Teams determined the most valuable stakeholders to engage through the 21st CCLC were:
(1) Reading and Math Teachers - School day teachers are crucial to the development and continued success of the community learning center. 21st CCLC will play a vital role in supporting student learning of the new B.E.S.T. (Benchmarks for Excellence Student Thinking) standards and provide activities to compliment core academic programs. Program teachers and staff will regularly communicate with school day teachers in order to align lessons with day-to-day classroom instruction. This communication will occur at least weekly through emails, phone calls and meetings. Topics of discussion will include student attendance, behavior and academic needs. Feedback will be used to revise activities in order to better support what students are learning and/or identify areas needing additional support. With the support of these regular day teachers, the Program Teams believe students attending the program will have a better chance of meaningful change that will be reflected in their academic performance and during teacher observations.
(2) Adult Family Members - Parents, guardians and caregivers are key for successfully implementing and sustaining effective programming. Through parental support and involvement, students will be more successful at school and home. At least 5 parent engagement events will be provided for parents through the 21st CCLC Grant throughout the program year. Events will promote the importance of parents supporting their child's education through strategies for helping with homework and independent reading and math skills. Participating parents will complete a survey after each event to provide feedback on areas of program improvement and additional needs. A portion of each event will be used to discuss and share ideas pertaining to program enhancement. The Program Teams noted that parent engagement is a struggle across the targeted population; however, services under the 21st CCLC grant will give them the tools to improve and understand the educational process.
(3) Students - The Program Teams noted the importance of engaging students in the process as they are essential to 21st CCLC program success. Just having students attend the program is not as powerful as ensuring they have a voice. Surveying students gives them that voice and allows participation in the program design. Throughout the program year, students will be surveyed to gain valuable feedback on future programming.
(4) Community Partners - The District has established strong partnerships within this grant proposal. Community members will consist of nearby retirement communities, businesses, local organizations and established partners. The community supports the school district's 21st CCLC Elementary School Grant as a way to close the gap in services for the county's most at-risk children. The Program Teams will meet at least quarterly with community stakeholders to discuss specific topics in areas of need and support for students. Meetings will provide feedback for future program planning and sustainability.

During the design process, the Program Teams meaningfully surveyed teachers, parents, students and potential partners to identify what is needed in a community learning center. SurveyMonkey was used to create, collect and analyze survey results. Paper surveys were available to stakeholders without access to a computer. The Know Your Schools Portal indicates Manatee Elementary has 39 teachers and 563 students. Data was collected from 30% of teachers, 14% of students, 18% of parents and 3 partners. In addition, the portal indicates Palmetto Elementary has 40 teachers and 593 students. Data was collected from 32% of teachers, 10% of students, 11% of parents and 4 partners.
Ongoing collaboration throughout the grant will ensure the community learning center continues to meet the needs of all stakeholders.

Section 6: Assessing Program Needs

NEEDS ASSESSMENT: The School District of Manatee County serves 50,953 students with 50.1% receiving free/or reduced lunch. More than half of the student body is of a minority race 52.6% with 33.1% of Hispanic/Latino origin and 13.7% Black. A needs assessment was critical in formulating an in depth understanding of Manatee and Palmetto Elementary School's needs. The data was gathered from several sources including the Florida Department of Education, Manatee and Palmetto Elementary Schools' Improvement Plans, Know Your Schools Portal, district assessment data, and stakeholders.
MANATEE ELEMENTARY SCHOOL: Manatee Elementary School serves 563 students in kindergarten through 5th grade. The school located in Bradenton, sits along busy State Road 64 – a gateway to downtown Bradenton – that is manned by a crossing guard during the school year. Students are mostly walkers and car riders. The surrounding area consists of established neighborhoods, rentals properties, low-income housing, Tropicana factory and nearby trauma center Manatee Memorial Hospital. Based on the Community Eligibility Program, an alternative approach for offering school meals to local schools based on former free and reduced student numbers, 100% of students receive free lunch.

ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: In 2018-2019, Manatee increased their school letter grade from a "D" to a "B". Data prior to the 2018-2019 school year showed a downward trend in ELA overall proficiency and learning gains, and very little improvement in Math proficiency. Many resources and support were put into place including the implementation of 21st CCLC. The challenges of COVID-19 and learning loss were evident. In 2020-2021 school grade data showed Manatee dropping from an B to a D, however, the state did not require schools and districts to take their grade.

There is a significant decrease in proficiency when comparing higher performing 3rd-5th grade students with lowest quartile students in both ELA/Reading and Math content areas. In 2018-2019, overall ELA learning gains was 57 %, decreasing to 28% in 2020-2021. The lowest quartile students in ELA was 63% in 2018-2019, decreasing to 52% in 2020 -2021. The overall math learning gains in 2018 was 74%, decreasing to 51% in 2020-2021. The lowest quartile students in Math was 62%, decreasing to 50% in 2020-2021. All content areas ELA/Reading, Math, and Science decreased proficiency.

All subgroup areas have decreased proficiency and there was a significant difference in the number of students who made learning gains compared to last year and those who did not. ESE and ESOL subgroups decreased both proficiency and in learning gains in all content areas. When comparing 2020-2021 FSA and progress monitoring data with 2018-2019 school grade data, all areas decreased which raises a concern in every component, including a focus on subgroups. All subgroups, excluding white which was 45%, fell below the 41% state requirement in 2020-2021. Data is as follows: SWD: 10%; ELL: 21%; Black/African American: 16%; and Hispanic: 23%.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: There is a critical need to provide students with more opportunities for standards-based academic tutoring and enrichment. Added enrichment could further advance the success of lower performing students. *In 2021-2022, Manatee Elementary was able to use after-school programs - Boys and Girls Club and 21st* Century - as an additional layer of instruction. Students were placed in grade level groups and provided opportunities to accelerate or remediate their learning. Teachers were provided professional learning opportunities to enhance their knowledge with high

yield instructional practices. They provided supplemental support to the core instruction (i.e. build background, increase vocabulary, make input comprehensible, reinforce concepts, & build conceptual understanding) in order to increase proficiency and provide remediation and additional support for Tier 2 and Tier 3 instruction. In addition, the District ESOL department provided POP-UP professional learning opportunities to support our teachers with additional strategies to support ELL students. Instructional strategies for building student capacity for comprehension was built into every Professional Learning Community meeting. Manatee Elementary School's Community Partnership is instrumental with supporting the needs of our families. They worked with us to inform parents about ways to support their children as they transition to the next grade level. As a team we provided learning opportunities to help the parents understand their child's curriculum and assessment requirements, as well as how to use technology. The partnership provides classes to support parents with learning English, mentors to work with students and ongoing support to enhance the student experiences. They also offer social and emotional learning resources for our students and community.

Ongoing contributing factors that have affected the success of Manatee Elementary students include:
1. Low proficiency in reading comprehension requires 2 interventionists who provide Tier 2 and Tier 3 interventions.
2. Consistent teacher turnover which impacts opportunities to build capacity of teachers and staff to support students in our diverse population.
3. Poor attendance and students arriving late to school continues to be a problem.
Manatee's Graduation Enhancement Tech works with families to improve school attendance, reduce tardies and help meet other student needs.

SCHOOL BENCHMARK DATA: 2021-2022 1st & 2nd quarter data for grade levels, ELL, Students with Disabilities (SWD), and other Subgroups shows as follows:
ELA/Reading:
• 3rd grade ELA proficiency: Q1- 36% ; Q2- 25%
• 4th grade ELA proficiency: Q1- 24%; Q2- 28%
• 5th grade ELA proficiency: Q1- 18% ; Q2- 24%
Math:
• 3rd grade MATH proficiency: Q1 39 %; Q2- 28%
• 4th grade MATH proficiency: Q1 39% ; Q2- 31%
• 5th grade MATH proficiency: Q1 43%; Q2- 29%
Science:
• 5th grade Science proficiency: Q1-14% ; Q2-18%
ELL students: (Based on the Quarter 2 Benchmark Test)
• ELA achievement: 29; Learning Gains 44; L25 students 67
• Math Achievement: 33; Learning Gains 43; L25 students 80
• Science Achievement: 26
Students with Disabilities: (Based on the Quarter 2 Benchmark Test)
• ELA Achievement: 10; Learning Gains: 44; L25 students: 60
• Math Achievement: 9; Learning Gains: 50; L25 students 68
• Science Achievement: 0
ACCESS for ELL: Data from the annual summative English language proficiency assessments over the last two years show a significant decrease in Overall Proficiency Rating and a large increase in the number of ELLs receiving services.
• 2018-2019: 30% overall proficiency rating
• 2020-2021: 12% overall proficiency rating
3RD GRADE RETENTION: In 2020-21, Manatee retained 22 third grade students and has 2 Academy classrooms which are both staffed with a full time Reading endorsed teacher and full time paraprofessional. Benchmark data results are:
• ELA: Q1- 9% proficiency; Q2- 14% proficiency
• Math: Q1- 9% proficiency; Q2- 27% proficiency
Learning Gains Q1:

• ELA Overall Learning Gains: 90% L25 LG: 100%
• Math Overall Learning Gains: 90% L25 LG: 86%
Learning Gains Q2:
• ELA Overall Learning Gains: 85.5% L25 LG: 94%
• Math Overall Learning Gains: 93% L25 LG: 90%

DISCIPLINE AND ATTENDANCE: Over the last two years, most discipline referrals were written for aggression and disruption. In 2021-2022, 221 referrals were written in Quarter 1 and 344 referrals were written in Q2. Many of the referrals were for repeat offenders that were being addressed on a case-by-case basis.

Attendance is an ongoing challenge for Manatee Elementary. As of January 2022, 68% of 3rd – 5th grade students were missing 10% or more of the school year. This early warning signal was addressed. The Graduate Enhancement Technician employed at Manatee Elementary worked with the Student Services Department to focus on improving attendance and reducing tardies through incentives and monitoring policies for daily and weekly tracking of students at all three Tier support levels.
Physical Fitness: As included in the Florida Department of Health in Manatee County's "Annual Report," it's recognized "adult and childhood obesity are influenced by healthy eating and physical activity habits." The report goes on to state that the level of physical activity, particularly among children, depends on the availability of "physical activity opportunities." Communities and schools need to offer these opportunities to increase physical activity. This contributes to the overall health and attitude of our students.

STAKEHOLDER SURVEYS: Data was collected from 30% of teachers, 14% of students, 18% of parents and 3 partners from Manatee Elementary. 99% of teachers surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. TEACHERS identified the following three areas as the greatest need: reading at grade level, understanding math concepts and behaving in class. They feel structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community. STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in the area of homework, math and reading. Over 95% of PARENTS surveyed stated their children needed after school programming, however, 100% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day. Three potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers, and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support, and enrichment opportunities.

PALMETTO ELEMENTARY SCHOOL: Palmetto Elementary School serves 593 students in kindergarten through 5th grade. Located in the city of Palmetto, most of the students live within a two-mile radius and walk to school. The area is a leader in the agriculture industry with major growers such as Taylor and Fulton Packing House. The attending families consist of immigrant farmers or factory workers who live in migrant housing camps or manufactured homes.

ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: Since the 2016-2017 school year, Palmetto has maintained a school grade of a C. Historical data reveals that ELA achievement continues to be the area of greatest need for students at Palmetto Elementary School, while math proficiency remains a relative strength. The need for improvement in ELA Achievement is directly tied to a trend across grades K-3 in which the majority of students tend to be one or more years below grade level in phonics. In order to

address this need for improvement, a systematic approach to foundational skills needs to be implemented in grades K-2, and students in grades 3, 4, & 5 who are one or more grade levels below in phonics need to be provided intensive supports targeting this deficit.

Students with Disabilities were recommended for support services by general education teachers and services were provided by resource teachers who pulled students out of class to work with them. In order to address this and ensure all students are properly identified for additional supports and services when necessary, a systematic approach to Multi-Tiered Systems of Support must be developed and teacher collaborative teams must meet regularly to monitor the progress of all students.

Pandemic related school closures and social isolation has also impacted students; likely widening the achievement gap for some students. One of the most important things a school and teacher can do to address the challenges of teaching students from poverty is to create a safe environment for learning, including extended learning programs. Thus, building positive, enriching relationships will also be a focus of our efforts to improve student achievement.

Yearly we have utilized the 21st CCLC to support and enhance the skills of the students enrolled in the program. The past two years have brought on the challenges of COVID-19 and the concern for learning loss, so we have worked to make sure students have routines in place to expose them consistently to the foundational reading skills and to develop math fluency, which is also done during 21st Century. The 2020-2021 school grade data showed Palmetto remaining solidly at a C, with minimal learning loss being shown due to the supports we put in place during the school day, as well as during 21st Century. There is a decrease in proficiency when comparing higher-performing 3rd-5th grade students with lower performing students in both ELA and Math content areas. Learning gains for the bottom quartile in ELA for the 2020-2021 school year were at 43% and math learning gains for the bottom quartile were at 52%.

In the 2020-2021 school year we had an ELA decrease of 3% overall while math increased 3% and Science increased by 5%. The Federal Index shows that ESE and ESOL subgroups decreased in both proficiency and in learning gains in ELA and Math. The SWD subgroup fell below the 41% state requirement in 2020-2021. In looking at the breakdown of different ethnicities, 17% of Palmetto's population is African American, and 12% of them are performing below grade level in ELA. 62% of the school population is Hispanic with 43% performing below grade level. 16% of the population is White and 1% is performing below grade level.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: There is a critical need to provide students with more opportunities for standards-based academic tutoring and enrichment. Added enrichment could further advance the success of lower-performing students. Using the Power Index, areas of greatest need for improvement and therefore most focus are the following:
1. Support of Tier 1 instruction for foundational reading skills.
2. Lowest Quartile Learnings Gains in both ELA/Reading and Math
3. Subgroups focusing on: SWD and ESOL (Based on a review of data, many of these students also fall into our L25 lists and therefore have an impact in multiple areas)
Contributing factors for the decrease in performance include the following:
1. COVID
2. Language barrier
3. Fail to properly implement tier 1 instruction consistently, rigorously, and with high expectations
4. Lack of exposure and background knowledge for our students
5. Lack of consistent attendance for students
6. Social/Emotional needs and the lack of emotional regulation
SCHOOL BENCHMARK DATA: 2021-2022 1st & 2nd quarter data for grade levels, ELL, Students with Disabilities (SWD), and other Subgroups shows as follows:
ELA/Reading:
• 3rd grade ELA proficiency: Q1- 34% ; Q2- 29%

• 4th grade ELA proficiency: Q1- 31%; Q2- 37%
• 5th grade ELA proficiency: Q1- 57%; Q2- 46%
Math:
• 3rd grade MATH proficiency: Q1- 47%; Q2- 34%
• 4th grade MATH proficiency: Q1- 43%; Q2- 42%
• 5th grade MATH proficiency: Q1- 73%; Q2- 71%
Science:
• 5th grade Science proficiency: Q1- 47%; Q2- 38%
Students with Disabilities:
• SWD Q1:
o ELA: 18% proficiency; 56% learning gains; 73% L25 learning gains
o Math: 22 proficiency; 67% learning gains; 71% L25 learning gains
o Science: 24% proficiency
• SWD Q2:
o ELA: 11% proficiency; 41% learning gains; 53% L25 learning gains
o Math: 20% proficiency; 69% learning gains; 83% L25 learning gains
o Science: 21% proficiency
English/Language Learners:
• ELL Q1:
o ELA: 26% proficiency; 62% learning gains; 71% L25 learning gains
o Math: 47% proficiency; 71% learning gains; 85% L25 learning gains
o Science: 24% proficiency
• ELL Q2:
o ELA: 25% proficiency; 56% learning gains; 65% L25 learning gains
o Math: 41% proficiency; 66% learning gains; 84% L25 learning gains
o Science: 27% proficiency
ACCESS for ELL: Data from the annual summative English language proficiency assessments over the last two years show a significant decrease in Overall Proficiency Rating and a large increase in the number of ELLs receiving services.
3RD GRADE RETENTION: In 2021-2022, Palmetto has 17 retained 3rd-grade students and 1 Academy classroom with a full time Reading endorsed teacher and paraprofessional. Benchmark data results are:
• ELA: Q1- 29.6% proficiency; Q2-39.6% proficiency
• Math: Q1- 46.5% proficiency; Q2-39.8% proficiency
• ELA Overall Learning Gains: 84.6%
• Math Overall Learning Gains: 17%

DISCIPLINE AND ATTENDANCE: Over the last two years, most discipline referrals were written for aggression with a majority coming from our EBD unit. In 2021-2022, 2% of students received referrals in Quarter 1 and 1% received referrals in Q2. The average daily attendance for our school increased from 90% in the 1st quarter to 93% in the 2nd quarter. A Graduate Enhancement Technician employed at Palmetto is focused on improving attendance and reducing tardies through incentives and monitoring policies for daily and weekly tracking of students at all three Tier support levels.
Physical Fitness: As included in the Florida Department of Health in Manatee County's "Annual Report," it's recognized "adult and childhood obesity are influenced by healthy eating and physical activity habits." The report goes on to state that the level of physical activity, particularly among children, depends on the availability of "physical activity opportunities." Communities and schools need to offer these opportunities to increase physical activity. This contributes to the overall health and attitude of our students.

STAKEHOLDER SURVEYS: Data was collected from 32% of teachers, 10% of students, 11% of parents and 4 partners from Palmetto Elementary. 97% of teachers surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. TEACHERS identified the following three areas as the greatest need: reading at grade level, understanding math concepts, and behaving in class. They feel

structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community. STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in homework, math skills and reading. Over 92% of PARENTS surveyed stated their children needed after school programming, however, 100% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day. Four potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers, and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support, and enrichment opportunities.

Section 7: Intentionally Designing Activities

ACADEMIC ENRICHMENT: READING/ENGLISH LANGUAGE ARTS
The Elementary School Grant will provide 21ST CCLC students with activities that directly align with Florida's BEST standards and the needs assessment findings outlined previously, particularly the reading needs demonstrated by prior FSA performance data, teacher feedback, parent feedback, and overall recommendations from the Program Team. The ELA activities will focus on reading areas that are challenging for our students such as vocabulary, fluency, and comprehension for all grade levels. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Manatee and Palmetto Elementary Schools will use the following curriculum to support students: Learning A-Z RazPlus, Leveled Readers and other supplemental materials.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: According to the needs assessment stakeholder survey data for both schools, students targeted for the 21st CCLC program need additional reading support. Reading interventions that begin early in the primary grades have shown to benefit students in secondary grades.

Based on 20-21 ELA assessment data for Manatee Elementary School, 79% of students do not meet grade level proficiency and only 28% of all students achieved learning gains; both falling greatly below state averages and are therefore considered a critical need. Palmetto Elementary School ELA assessment data shows 65% of students do not meet grade level proficiency for reading which falls below the state average as measured by 2020-2021 FSA scores. However, 50% of all students achieved learning gains. Research suggests struggling to read in younger grades must be addressed or students risk ongoing struggles throughout their education. Students will develop skills in reading, writing and standards-based assessments while cultivating traits needed to become conscientious, capable contributors in society.

Additionally, family literacy nights will be planned to provide opportunities for adult family members to acquire English language and literacy skills while empowering them to become more involved in their children's education.

EVIDENCE AND REFERENCES: Overall, the activities and lessons are selected and designed to provide research-based, reading support and interventions for students in Kindergarten through 5th grade. The components for the reading activities were selected to best impact reading comprehension, reading fluency and reading achievement for 21st CCLC students. Although little information for the selected reading programs was found on the What Works Clearinghouse (WWC), several studies were found that support the Tier 1 interventions and recommendations requiring research totaling at least 300 participants. The "Report of the National Reading Panel" (NICHD, 2000) provides equally compelling evidence for explicit, systematic instruction for each of the five essential components of literacy (phonemic awareness, phonics, fluency, vocabulary, and comprehension). "Explicit instruction in reading makes a difference in student outcomes, especially for those who are low achieving" (Denton et al., 2003, p. 202). "Explicitness has been a component of instruction in studies documenting improved outcomes in phonological awareness, decoding, and the application of comprehension strategies for the understanding of text" (Denton et al., 2003, p. 202).

FREQUENCY: Reading activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year. Family literacy activities will also be planned so children and parents can experience reading together.

ACADEMIC ENRICHMENT: MATHEMATICS
Math will focus on standards-based activities, project based learning, and hands-on learning with manipulatives. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Math lessons will come from supplemental materials from the core academic math program used during the regular school day. Additional math curriculum will include enVisionMATH and Acaletics and other intervention and support materials.

INTERVENTION DESCRIPTION: Concrete-Representational-Abstract (CRA) is an approach to teaching math. All topics in math can be taught using CRA. Students do not have to progress through the concrete to get to the representational and abstract phases. Students often work at the concrete and abstract or representational and abstract phases at the same time. With CRA, students work with hands-on materials that represent math problems (concrete), pictorial representations (representational), and problems with numbers and symbols (abstract). The teacher explicitly bridges the connection between the three components of the math problems.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on the collected survey data, teachers, parents and students indicated the need for additional math support. Manatee Elementary School has a need to increase student achievement in math from 40% to 50% which would be a 10% gain. Specifically, math

achievement of students with disabilities declined. 54% of students attending Palmetto Elementary School meet proficiency in math yet only 26% students with disabilities meet proficiency in math. Parent involvement is a primary factor in supporting students' educational success. The 21st CCLC program will plan family events so parents feel knowledgeable and comfortable to help their children succeed in mathematics. The events may be led by afterschool staff or local experts from the community.

EVIDENCE AND REFERENCES: While the What Works Clearinghouse did not include information on the selected math programs, support for math was clearly indicated in the needs assessment. When teachers provide effective math instruction, teachers can reduce the performance gap between students who are at risk for math (Clarke, Smollkowski, Baker, Fien, Doabler, & Chard, 2011). Students with learning disabilities who receive effective math intervention develop critical skills like problem-solving and abstract reasoning, which are necessary for math proficiency (Gersten, Chard, Jayanthi, Baker, Morphy, & Flojo, 2008; Allsopp, Lovin, & van Ingen, 2017). Results of a study of middle school math teachers indicated students who learned using the CRA method to solve equations outperformed peers receiving traditional instruction (Witzel, Mercer, & Miller, 2003). CRA methods teaching place value, fractions, addition, subtraction, multiplication, algebra and word problems are supported by research (Mancl, Miller, & Kennedy, 2012).

FREQUENCY: Math activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year.

ACADEMIC ENRICHMENT: SCIENCE/STEM
Through STEM, students will engage in experiential education that excites, engages, and enriches through a hands-on, learn-by-doing approach in science, technology, engineering and math. Skills will be taught so that all students can understand and build on prior knowledge.

ACTIVITY/DESCRIPTION: STEAM-Woz ED
The Woz lessons are purposefully designed to build an engineering mindset while developing the soft skills employers value. Woz ED resources help students authentically explore their future in the tech economy. Collaboration, problem solving, and critical thinking are inherent in every project. Students will participate in robotics, engineering, digital and graphic design, along with animation and coding. 21st CCLC groups will participate in STEM competitions throughout the year.

ALIGNMENT TO STUDENT/FAMILY NEEDS:
STEM activities provide a personalized approach to nurturing and engineering mindset through hands-on projects that progress from Kindergarten through employment. These learners can dream, design, engineer, test, improve, and create through coding, robotics, drones, 3D printing and data analysis. Children today are growing up in a world very different from the one experienced 15 years ago. Students must be equipped to solve problems and work in team environments to succeed in tomorrow's job market.

EVIDENCE AND REFERENCES: Steve Wozniak, Apple Co-Founder and Founder of Woz Ed, is a leader of K-12 STEM education around the world, providing students access to high-quality technology training. Recognizing the importance of access to STEM education, Manatee and Palmetto Schools will provide students with the opportunity to continue exploring their interest in STEM activities and advancing their skills. While the WWC does not include Woz ED, Solidworks and Pitsco research for Science/STEM the needs assessment indicates the importance of providing STEM activities within the proposed 21st CCLC program. However, accessibility to STEM learning is not always easy. A STEM report by the U.S. Department of Education states, "We must also make sure that no matter where children live, they have access to quality learning environments. A child's zip code should not determine their STEM fluency." Further noted in "The Edvocate," www.theedadvocate.org, there are 7 benefits to stem education: fosters ingenuity and creativity; builds resilience; encourages experimentation; encourages teamwork; encourages knowledge application; encourages tech use; teaches problem-solving; and encourages adaption.

FREQUENCY: Science/STEM activities will be offered to all students at least twice per week for approximately 45 minutes throughout the program year. Students will engage in STEM activities with certified teachers all of whom will be directly trained in providing the Woz Pathways curriculum.

ACADEMIC ENRICHMENT: HEALTHY AND ACTIVE LIFESTYLES
ACTIVITY/DESCRIPTION: SPARK-PE
All 21st CCLC students will receive activities related to healthy and active lifestyles that are aligned to student needs and Florida's Standards for Physical Education. To best address student needs, Lee and Lincoln Middle Schools will purchase and implement the research-based SPARK-PE curriculum (Sports, Play and Active Recreation for Kids). SPARK provides a collection of researched-based physical education programs emphasizing a highly active curriculum, on-site staff development, and significant follow-up support. To ensure all students are fully engaged, SPARK features both diverse instructional and diverse curricular models that embody the HOPE (Health Optimizing Physical Education) and are aligned to both state and national standards. SPARK is specifically designed to provide activities aligned to school-day fitness lessons and activities. All lessons include age, space, and ability adaptations so all students can fully participate in developmentally appropriate, organized, and high-quality physical activities. There are four components to the SPARK-PE activity selected for the Elementary School Grant program: (1) group fitness activities (e.g., basketball, soccer) to improve cardiovascular fitness and positive social traits; (2) fitness circuit activities that infuse cooperative strategies, peer coaching, turn taking protocols, and self practice of previously taught skills and movements; (3) endurance games (e.g., walking, jogging) to promote aerobic and cardiovascular fitness; and (4) personal fitness activities to promote fitness goal setting and lifelong wellness commitment among students.

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on need assessment data obtained from the Project Team and stakeholder surveys, there was a need for overall wellness at both middle schools. Manatee Elementary school data collected from 30% of teachers, 14% of students and 18% of parents indicated a need for health and wellness programming during the 21st CCLC program. Likewise, Palmetto Elementary school data collected from 32% of teachers, 10% of students and 11% of parents showed the same need. Although there is fitness provided during the regular school day, as per Florida Statutes, there is a significant need for additional fitness and health to support students. Moreover, according to the Florida Department of Health (2021), more than 30% of low-income children living in Manatee County are either overweight or obese. The goal of the 21st CCLC program Healthy and Active Lifestyles activity is to improve personal and physical wellness through structured activities that foster healthy lifestyles. Students will learn to how to work well with others, build and foster good sportsmanship, and explore ways to incorporate personal fitness into their everyday lives.

EVIDENCE AND REFERENCES: The What Works Clearinghouse did not include interventions in healthy and active lifestyles, yet the needs assessment clearly indicates the importance of providing these activities. Fortunately, the WWC outlines the type of research and sample sizes needed for each "tier" of evidence based interventions with Tier 1 interventions and recommendations. Many research studies have been conducted to determine whether physical wellness is connected to academic performance. For example, de Greeff and colleagues (2014) studied 544 students and found cardiovascular fitness was significant predictors of student academic performance in both mathematics and English Language Arts. More specific to Florida, research conducted with 132 elementary school students found a significant relationship between physical fitness and academic performance, as measured by Florida statewide assessments (Wingfield, Graziano, McNamera, & Janicke, 2011). Finally, through a systematic review of 26 peer reviewed research studies, researchers found an association between increased physical fitness and improved academic performance and executive function (Salas Sanchez, et al., 2022), with the researchers calling for increased hours of physical education to "more effectively develop the cognitive aspects" of children in elementary school.
FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in SPARK-PE activities with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

ACTIVITY/DESCRIPTION: CARING SCHOOL COMMUNITY
Further enhancing the healthy and active lifestyles activity, this program is designed to build a supportive, collaborative community between schools, students, and parents. The program will be integrated throughout the 21st CCLC program at Palmetto Elementary School. According to WWC, Caring School Community aims to promote core values, prosocial behavior, and a schoolwide feeling of community. The program consists of four elements originally developed for the Child Development Project: class meeting lessons, cross-age "buddies" programs, "homeside" activities, and schoolwide community. Class lessons provide teachers and students with a forum to get to know one another, discuss issues, identify and solve problems collaboratively, and make a range of decisions that affect classroom life. Cross-age buddies activities pair whole classes of older and younger students for academic and recreational activities that build caring cross-age relationships and create a schoolwide climate of trust. Homeside activities include short conversational activities that are sent home with students for them to do with parents or caregivers and then to discuss back in their classroom. The activities incorporate the families' perspectives, cultures, and traditions, thereby promoting interpersonal understanding. Schoolwide community-building activities bring students, parents, and school staff together to create new school traditions. The WWC notes two studies conducted in kindergarten through sixth grade classes with approximately 2,336 students that shows the program had a positive effect on behavior within a school and an additional two studies where potentially positive effects were shown in knowledge, attitudes and values.

ACADEMIC ENRICHMENT: ART AND MUSIC EDUCATION
Art and music education is designed to give students opportunities that would otherwise not be easily accessible, and to offer a high-quality education. Both inspire students to stay in school, increases motivation, improves attitudes and attendance, and improves academic performance. According to Americans for the Arts, a student involved in the arts is four times more likely to be recognized for successful academic achievement. The Arts can influence and shape a child's development on several levels: academically, socially and emotionally.

ACTIVITY/DESCRIPTION: Teachers certified in art and music education will provide instruction to enhance student learning experiences during the 21st CCLC program. The Elementary School Grant plans to provide arts education through music, movement, drama/theatre and visual art mediums (drawing and painting). Intervention strategies will include whole group and small group instruction along with hands-on real-life experiences.

ALIGNMENT TO STUDENT/FAMILY NEEDS: At a time when art and music education is struggling for classroom time in schools, the 21st CCLC program can offer much needed support and provide students with other engaging activities. Stakeholder survey results support the need for additional enrichment activities including art and music.

EVIDENCE AND REFERENCES: Students in schools serving predominantly low-income households receive less arts instruction than students in schools serving higher-income households (afterschoolalliance.org). Many evaluations demonstrate the benefits of the Arts to students who participate, such as: academic gains, improved cognitive skills, positive behaviors, increased engagement, creativity (Big Thought, 2010). According to a multi-year study of children participating in the Thriving Minds arts afterschool program, students progressed from interacting with creations to becoming creators themselves (2010). Study results of students (1st-8th grade) participating in an out-of-school music program, demonstrated higher levels of academic performance over peers not attending. Further, students exhibited better performance on measures of executive functions and higher scores on standardized tests (Holochwost, et al., 2017).

FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in Art and Music with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

RECRUITMENT AND RETENTION: 21st CCLC community learning center will give priority to students identified with educational difficulties or heightened risk factors such as low-test scores, possibility of/or past retention, poor school attendance, etc. These students are representative of the community wide students facing the most significant barriers to academic success. The following strategies will be used to reach and enroll the targeted students: information and registration table at Back-to-School Event/Open House, distribution of flyers and registration packets in English/Spanish, posters hung throughout the campus, and information on the marquee. Teachers, counselors, and Graduation Enhancement Technicians will work with 21st CCLC staff to ensure that students at high risk of retention are specifically invited to attend. To recruit parents and families there will be direct contact at school events, automated phone calls, newsletters and information posted on the website. To encourage students to remain in attendance from the beginning to the end of the program day, the schedule will be structured so that engaging, high energy activities are held the entire time. Also, adhering to school district protocol, elementary school students are not allowed to sign themselves out of a program. To encourage regular attendance, several attention-grabbing and fun enrichment activities and projects are planned to include hands-on STEM challenges, gardening, arts and music education and academic enrichment.

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Section 8: Recruiting and Retaining High Quality Staff

STAFFING PLAN: The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. Each school site will have a full-time Site Coordinator overseeing the day-to-day programming supporting the academic and enrichment activities of students and families in the community learning centers.

STAFFING STRUCTURE: The PROGRAM DIRECTOR will report directly to the Director of Elementary Curriculum who in turn reports to the Executive Director of Curriculum and Professional Learning. Included is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department. The Program Director and Junior Accountant/Bookkeeping services are an inkind contribution, and a testament to the significant support the 21st CCLC Program will receive.

Each school will have a full-time/on-site SITE COORDINATOR who is critical to properly implementing the 21st CCLC program effectively, efficiently, and with fidelity. They will be responsible for the daily oversight of all aspects of the program and staff. In addition, they will be responsible for securing partnerships in the community in year one to sustain the program after the four-year grant has concluded. Additional staff include CERTIFIED TEACHERS with expertise in core academic subjects who will facilitate all academic enrichment. Highly qualified teachers will be recruited from Manatee and Palmetto Elementary Schools as they have invaluable knowledge of the students. At least 1 certified teacher will be present during all academic activities and the staff to student ratio will be 1:10.
ACTIVITY LEADERS will oversee personal enrichment activities with a ratio of 1:20 and will also support the required ratio of staff to students for academics.

ROBUST QUALIFICATIONS AND DUTIES: All staff will be responsible for completing an application which they receive from the Site Coordinator. This application will include specific requirements noting their qualifications, years of experience, certifications, etc. We also require they attach a copy of their teaching certificate to the application. In addition to our teachers being highly qualified we hire Reading and English for Speakers of Other Languages (ESOL) endorsed teachers, Exceptional Student Education (ESE) teachers and trained translators. Once we have reviewed their qualifications, hiring of the staff is determined by the Program Director with input from the school administration and Site Coordinator. Job descriptions will be provided for staff clearly outlining their responsibilities and a signature of acknowledgment is required. As a school district we have the lines of communication established for working with teachers, school administrators, as well as the administration at the district level which ensures the quality of our success. We have access to the school district's Human Resource Department system which conducts criminal background checks on all employees working directly with children

before hiring. All district staff undergo a Level II background screening and at least two staff members per center will have CPR certification. In addition, staff will be screened through the Florida Background Screening Clearinghouse. 21st CCLC staff members will participate in professional development related to academic achievement through the district's Office of Professional Learning.

TRAINING PLAN FOR QUALITY IMPROVEMENT: Training plays an essential role in successful education improvement. To ensure our program is implemented with fidelity we provide initial training for the staff during the July/August months prior to the start of 21st CCLC. In addition, all program staff will participate in quarterly professional development sessions specific to the 21st CCLC Program. Training of the curriculum and other instructional materials will be completed at the beginning and throughout the year as needed. Other training topics may include increasing self-esteem through educational achievement and supporting various learning styles. The district has two in-service days during the school year where 21st CCLC training will occur. Each staff member will be responsible for reading and signing their intent/commitment to work the 21st CCLC program and comply with ethical business practices. We will create a solid foundation through individual training about the community learning center during the August/September start up months. We will utilize advance methods to improve teacher effectiveness which will result in student achievement. The Program Director and/or Site Coordinator will conduct four 4-hour trainings, as well as participate in the required statewide training with at least one other staff member. Training on activities, procedures, and other policies will be ongoing, as needed. Additional training may also include CPR/First Aid, EZReports, STEM curricula, child and youth development, afterschool and summer learning, family engagement, evidence-based practices, and other site-specific academics/enrichments in order to deliver an effective and successful community learning center program.

Section 9: Implementing with Fidelity

Members from the Program Team will serve as leadership of the community learning center. The Leadership Team will include school Principal, Site Coordinator and Program Director. This team will be responsible for ensuring the program is carried out with fidelity, days and hours of programming align with the program application and the activities are delivered with rigor using data to revise, adapt or eliminate programming. In addition, the leadership team will oversee staff training and the activities that are designed to provide continuous education to students.

The 21st CCLC Fidelity Plan is firmly grounded in a commitment to continuous improvement of operations, services, and outcomes. The cornerstone is a logical process of planning, data collection, analysis, reporting, and refining. As such, the plan will include three connected elements to help ensure the program being implemented is effective, efficient, and sustainable: progress monitoring, data analysis and continuous improvement.

The Continuous Improvement Model (CIM), a quality-based approach used within educational settings and particularly effective for reducing achievement gaps between student subgroups will be utilized. The model focuses upon individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on program success.

The immediate and individualized feedback provided through CIM is particularly important for implementation of the 21st CCLC program to help guide/ensure the highest impact for each student. The program will also use CIM to guide any immediate operational changes necessary to provide a high quality program, including such areas as staffing changes, adjustments, or resources to specific activities. The fidelity plan will provide a structure for generating information needed for ongoing program refinement.
The Continuous Improvement Model will support data collection within three general categories: (1) District Data; (2) Program Data; and (3) Stakeholder Data.

(1) District data will include all student demographics, state standardized tests and end-of-course exams (from prior and current years), student report card grades, student attendance during the school day, and any other additional data deemed useful for the program.
(2) Program data will include (A) student attendance (daily) and enrollment status, (B) demographics, (C) program operational information (e.g., hours, activities, facilities, staffing, and partners), and (D) adult family member data.
(3) Stakeholder data will be collected quarterly through teacher surveys, parent surveys, student surveys, and partner surveys. Survey data will be collected using electronic systems to ensure accuracy of collected data.
To further support the fidelity plan, the Principal will meet monthly with the Site Coordinator to review progress monitoring data. Data will include benchmark assessments, progress reports, quarter grades and behavior. Data collection will be ongoing and will be used to refine program activities.

The Site Coordinator will be responsible for day-to-day program operations to ensure the center is following the proposed calendar, daily schedule and activities. Oversight will occur through staff meetings, walkthroughs and lesson plans. The Program Director will perform monthly fidelity checks to confirm the community learning center is implemented as intended. Monthly Leadership Team meetings will be held to discuss findings from the fidelity checks and other collected data. Together these strategies will serve as the ongoing process to revise, adapt and/or eliminate ineffective programming.

Section 10: Project Budget

Please see attachment.

Section 11: Plan for Sustainability

With the foundation built by the 21st CCLC program and the sustainability efforts of the Program Team, impoverished and high-risk students will have continued access to free educational services. These services are designed to promote academic and personal success. By creating a vision and annual goals, conducting community outreach, advocating for support and seeking new partnerships and funding, the Program Team will be successful in sustaining the program for students and their families.
Each year the Program Team will hold quarterly meetings to establish a clear vision and goals for the program. Meetings will provide opportunities to review progress and reflect. Duties will be assigned to each team member in order to maximize time and effort and support the four-year sustainability plan. Specifically, the full-time site coordinator will dedicate a portion of each week to the sustainability plan including contacting local businesses, churches, community organizations and outreach groups; seeking federal, state, local and private funding; building relationships with parents, students, staff and greater school community. The parent team member will advocate for resources in the community and assist with the survey data. The school administrators will continue outreach efforts with current business partners and the school community. They will assist in collaboration building, advocacy efforts and funding sources. As additional support, the Program Director will facilitate collaboration and communication between stakeholders.

The four-year sustainability plan is as follows:
Year 1: Create a vision and identify both short term and long-term goals. Develop an advocacy plan to share the vision and garner support. Begin building collaboration within the community to support the continuation of programming after funding ends. Create and administer surveys for various stakeholder groups and analyze data to monitor progress. Identify key partners for collaboration and seek funding resources.

Year 2: Revisit and revise Year 1 goals and identify progress indicators. Continue the advocacy plan. Survey data will be collected from students, families and staff related to expectations for the program along with open feedback for the coming year. Budget will be reviewed and the goal for at least two additional partnerships will be pursued so the level of services will not be impacted.

Year 3: Continued reflection on progress from Years 1 and 2 toward goals and adjustments using stakeholder feedback and new partnerships. Extra advocacy efforts will be made to increase awareness of our vision and mission. Goals for at least 2-3 additional partners will be pursued to support all levels and areas of programming. Survey data will be collected throughout the school year on the school's needs and will help monitor progress towards sustainability.

Year 4: The focus will be on identifying, combining and seeking resources to sustain the program. Partnerships and collaboration will be strengthened to support the goals and action plans moving forward. Seek solutions for any areas of concern related to sustainability.
Manatee and Palmetto Elementary Schools will continue to build upon the program each year by conducting outreach efforts, securing commitments from community agencies, local businesses and partners and advocating for their program. The program's impact and positive outcomes will be shared on a regular basis to build support and awareness within the community through multiple outlets including social media.

Cohort 20 (2022-23) RFP Scope of Work/Narrative Addendum

Agency Name: Manatee CSD Project Number: 410-2443B-3C001

Program Name: Palmetto And Manatee Elementary

Use this form to add any parameters and information needed to satisfy the requirements included in the RFP. Add all items as bullet points including the section name and number.

This change includes: ☐ Additions ☐ ~~Deletions~~ ☐ Both

The following items are incorporated as part of the Scope of Work:

Section 1: Project Abstract/Summary:

Please provide a statement that includes the component of program service (i.e. afterschool, summer, school breaks/holidays):

- The Elementary School grant at Manatee and Palmetto Elementary Schools will provide an after-school program component only.

Section 4: Building Your Program Team :
Please provide a statement to Identify the number of team members for this proposal.

- There are currently 8 people serving on the program team for Manatee Elementary school and 7 people serving on the program team for Palmetto Elementary school.

Describe the rationale for including each team member and the contribution, value, or activities the member will bring to the community learning center (CLC) for Alana Monestime serves as a 2nd grade teacher at Palmetto Elementary.

- As a second-grade teacher at Palmetto Elementary, Ms. Monestime has a unique understanding of the students at Palmetto Elementary and their needs. She has worked at Palmetto Elementary for over 10 years and brings a wealth of knowledge as an educator adding value to the program team.

Section 7 Intentionally Designing Activities

Please provide statement regarding sample schedule provided as it relates to both sites, as it not expressed if it is for both sites.

- The sample schedule provided in the grant proposal is for both schools, Manatee and Palmetto Elementary.

Please Identify any enrollment priorities:

- Priority for enrollment will be given to:
  - Students performing below grade level in reading, math and/or science,
  - Students at risk for retention,
  - Exceptional Student Education students,
  - English Language Learners, and
  - Other students identified by classroom teachers, guidance counselors, and/or administration.

Section 8: Recruiting and Retaining High Quality Staff

The narrative states *'The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget.'*

The program director is not listed on the budget, please explain? There is also no job description of the program director.

- The program director is funded by the district and will work with the grant program in-kind. This position will be added to the budget and a job description will be provided.

The narrative states:' *Included is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All*
financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department. The Program Director and Junior Accountant/Bookkeeping services are an in-kind contribution.'

This is not reflected in the budget. Please provide update to the budget and job description.

- This position has been added to the budget and a job description has been provided.

The narrative states Each school will have a full-time/on-site SITE COORDINATOR who is critical to properly implementing the 21st CCLC program effectively, efficiently, and with fidelity. They will be responsible for the daily oversight of all aspects of the program and staff.

The budget reflects one site coordinator for both sites. Please provide updated statement.

- **The budget states the following: Two full-time site coordinators, one per site.** Site Coordinators will be classified as a Teacher Assistant with at least 60 college credit hours or passing score on the para pro test and certified in First Aid/CPR. Site Coordinators will regularly meet with the school's principal and the district 21st CCLC grant administrator and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. Hourly rates for Teacher Assistant range from $14.60-$19.69 per hour. Average rate is $16.89 per hour. Site Coordinator = 1,519 hours per year/10 month
  1 SC x 38.75hrs/week x $16.89/hr = $25,656/year x 2 sites = $51,312

Appendix A
Continuing Improvement 2023-24

Agency Name: Manatee County School District

Project Number: 410-2444B-4C001

Program Name: MCSD 21st Century Elementary Grant

Reason(s) for the change: There are no proposed changes to this grant application for the 2023-2024 project year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2024-25

Agency Name: School District of Manatee County Project Number: 410-2445B-5C001

Program Name: Elementary Grant – Manatee/Palmetto

Reason(s) for the change: There are no changes to this grant at this time.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement

Agency Name: Manatee County School District

Project Number: 410-2446C-6C001

Program Name: Elementary Grant -Palmetto and Manatee

Reason(s) for the change: The proposed changes for the 2025-2026 school year are to the operations only. The changes are outlined in the site profile worksheet for each site. The only change is to the number of service days, which is due to the approved district calendar and early release days. This grant does not operate on early release days and was not funded for early release days. The number of early release days can vary from year to year and for the 2025-2026 school year there is an increase in the number of early release days causing the days of service to be reduced from 168 days to 165 days.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

FLORIDA DEPARTMENT OF EDUCATION
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2025-2026 SITE PROFILE

Agency Name	Manatee County School District		**Project Number**		410-2446C-6C001
Site Name	Palmetto Elementary School			**Zip Code**	34221
Site Address:	1540 10th Street West	**City**	Palmetto	**County**	Manatee
Site Contact Name:	Billie-Jo Tyne Fintel	**Phone**	941-723-4822	**Email**	tynebj@manateeschools.net

TARGET SCHOOLS									
School Name	School-wide Information			# Targeted Students					
	Grades Served by School	Enrollment	Free and Reduced Lunch Rate	Grades Served by Program	BS	AS	SUM	W	H
Palmetto Elementary School	PK-5	560	100%	K-5		80			
				TOTAL		80			

BEFORE SCHOOL SITE OPERATIONS						
Start Date		**End Date**		**Total Number of Service Days**		
Non-service days						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS						
Start Date	August 18, 2025	**End Date**	May 22, 2026	**Total Number of Service Days**		165
Non-service days	9/1, 10/13, 10/17, 10/24, 11/5, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/11, 2/16, 3/13, 3/16 – 3/23, 4/2, 4/3, 4/22					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	2.5	2.5	2.5	2.5	2.5	12.5
Early Release Dates				**Total Service Days**		**Hours/Day**

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date		**End Date**		**Total Number of Service Days**			
Non-service days							
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the school year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STAFF QUALIFICATIONS			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

2025-2026 SITE PROFILE

Agency Name	Manatee County School District		Project Number		410-2446C-6C001
Site Name	Manatee Elementary School			Zip Code	3420
Site Address:	1609 6th Avenue East	City	Bradenton	County	Manatee
Site Contact Name:	Lourdes Gonzalez	Phone	941-741-3319	Email	gonzalezl@manateeschools.net

TARGET SCHOOLS

School Name	School-wide Information			# Targeted Students					
	Grades Served by School	Enrollment	Free and Reduced Lunch Rate	Grades Served by Program	BS	A	SWD	W	H
Manatee Elementary School	PK-5	541	100%	K-5		80			
				TOTAL		80			

BEFORE SCHOOL SITE OPERATIONS

Start Date		End Date		Total Number of Service Days		
Non-service days						
	Monday	Tuesday	Wednesday	Thursday	Friday	Total hours of Before School services per typical week.
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS

Start Date	August 18, 2025	End Date	May 22, 2026	Total Number of Service Days		165
Non-service days	9/1, 10/13, 10/17, 10/24, 11/5, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/11, 2/16, 3/13, 3/16 – 3/23, 4/2, 4/3, 4/22					
	Monday	Tuesday	Wednesday	Thursday	Friday	Total hours of After School services per typical week.
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	2.5	2.5	2.5	2.5	2.5	12.5
Early Release Dates				Total Service Days	Hours/Day	

HOLIDAY/SCHOOL BREAK SITE OPERATIONS

Service days					
	Holidays/Break	Total number of Holiday, School Break service days.		Saturday	Total number of Weekend service days.
Start Time			Start Time		
End Time			End Time		
Hours			Hours		

SUMMER SITE OPERATIONS

Start Date		End Date			Total Number of Service Days		
Non-service days							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total hours of Summer services per typical week.
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES

Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the school year and one during each quarter of the school year.		
Total Number of Sessions	5	Total Number of Adult Family Members Served	15

STAFF-TO-STUDENT RATIO

Academic Ratio	1:10	Personal Enrichment Ratio	1:20

AGENDA ITEM NO. 9.8

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application, effective August 2025-July 2026, in the amount of $500,000.00 for Lee Middle School and Lincoln Memorial Middle School (Incoming Grant Funds)

Executive Summary
The 21st Century Community Learning Center (CCLC) Program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local academic standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. The program will operate at Lee Middle and Lincoln Middle Monday through Friday from 3:15 p.m. to 5:45 p.m.

This application is pending Board approval. If no Board approval is given, the application will be withdrawn.

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 apply, accept and expend the Nita M. Lowery 21st Century Community Learning Centers request for application, effective August 2025-July 2026, in the amount of $500,000.00 for Lee Middle School and Lincoln Memorial Middle School (Incoming Grant Funds).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Alison Nichols

Attachments:
21st Century Middle School Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	**MCSD 21st CCLC – Middle School Grant** (Lincoln and Lee) **TAPS NUMBER: 26B036**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$500,000	Contact Name: Patricia "Trish" Dezso Fiscal Contact Name: Cathy Miley	Telephone Numbers: **941-751-6550 x43004** **941-708-8770 x41111**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **PO BOX 9069** **Bradenton, FL 34206 9069**	E-mail Addresses: dezsop@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: **215 Manatee Ave West** **Bradenton, FL 34205**	UEI number: 1000129620000 FEIN number: 596000728

CERTIFICATION

I, 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 05/16/2025
Signature of Agency Head — Title — Date

PENDING BOARD APPROVAL – June 2025

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Instructions for Completion of DOE 100A

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

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

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

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

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

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

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Department of Education's General Education Provisions Act (GEPA)

Section 427 of the General Education and Provisions Act requires each applicant for funds (other than an individual person) includes in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs.

In the text area below, please provide a brief narrative outlining how your program will meet the requirements outlined in Section 427 of the General Education Provisions Act (GEPA).

The Nita M. Lowey 21st Century Community Learning Centers project for the School District of Manatee County ensures equitable access to all beneficiaries including students, staff, parents, and community members regardless of gender, race, national origin, color, disability, or age. Each site will recruit staff through an open application process and target students who have the greatest need for supplemental services. Sites will recruit students who performed in the lower quartile on state standardized tests to be included in the program first; all other students are then provided with applications for parental notification and permission purposes. Special education teachers and other support staff will be hired as needed so specialized assistance can be provided to students with specific needs. Instructional materials and services will be modified and/or purchased according to student need and training for staff will be provided when necessary. The program will offer a variety of activities to meet the needs of a diverse group of students including academic enrichment and support, personal enrichment, and recreational activities. Written notices to parents are sent home in English and Spanish as well as other languages in an effort to counter any language barriers that would thwart communication. Additionally, the program sites are public schools, all of which have access for persons with disabilities.

School District of Manatee County

Applicant Organization

Superintendent

Signature of Agency Head

Title

05/16/2025

Date Signed

General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

Return to:

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

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

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.

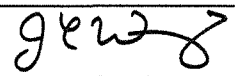
Instructions: These general assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in federal or state law, 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).

Manatee County School District	41	Dr. Jason Wysong, Superintendent
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.

	05/16/2025	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

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

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

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

General Assurances

Assurance is hereby given that, to the extent applicable:

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

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

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

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

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

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

- The recipient will submit such reports to the Florida Department of Education and to U.S.

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

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

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

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

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

- For projects involving construction:

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

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

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

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

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

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

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

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

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

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

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

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

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

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

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

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

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

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

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

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

Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Application - An entity's request for a project award under state or federal education

programs administered by the Florida Department of Education.

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

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

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

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

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

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

Explanation of Grants Management Requirements

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

Accounts and Records

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

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for

general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

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

Audits

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

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

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

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

Audits – State-Funded Programs

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

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

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

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

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

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

Reports to be Submitted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Debarment, Suspension, and Other Responsibility Matters

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

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

The applicant certifies that it and its principals:

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

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

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

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

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

Drug-Free Workplace (Grantees Other Than Individual)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DUNS Number - Data Universal Numbering System

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

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

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

EDGAR - Education Department General Administrative Regulations

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

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

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

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

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

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

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

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

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

Gun Possession

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

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

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

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

Indirect Cost and Administrative Fees

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

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

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

Restrictions on Funds for Administration

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

Administrative Fee for Non-Federal Funds

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

Interest Income

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

Lobbying

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

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

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

- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

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

More Restrictive Conditions

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

Obligations by Project Recipients

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

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

Ownership of Products—Intellectual Property

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

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

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

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

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

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

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

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

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

Participation of Private School Students and Staff in Federal Grants

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

regulations, and guidance documents.

Personnel Costs – Time Distribution

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

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

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

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

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

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

cost. These methods apply only to the Department.

Project Effective Dates

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

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

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

Property

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

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

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

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

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

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

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

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

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

Protected Prayer in Public Elementary and Secondary Schools

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

Purchasing

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

Reporting Requirements—Financial Disbursements

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

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

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

Retention and Access to Records

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

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

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

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

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

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

Single Audit Act

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

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

- If the recipient expends **federal** financial assistance equal to or in excess of $750,000 in a fiscal year, the recipient is subject to the requirements of the Federal Single Audit Act.

Projects/Grants awarded by the Florida Department of Education to subrecipients will be subject to audits and/or monitoring by the Department.

Supplement, Not Supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of nonfederal funds that would be available in the absence of federal funds, and in no case to replace these nonfederal funds.

The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

> When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Travel

All travel performed in connection with approved project activities must be in compliance with the current Section 112.061, Florida Statutes, which covers per diem allowance and travel expenses. The Florida Department of Education's Travel Manual is available at: http://www.fldoe.org/core/fileparse.php/5625/urlt/0076987-travelmanual.pdf .

Section 112.061(14), Florida Statutes, Applicability to Counties, County Officers, District School Boards, Special Districts, and Metropolitan Planning Organizations, establishes statutory authority allowing specified entities to establish travel reimbursement rates other than those established by Section 112.061(6)(a), (6)(b), and (7)(d), Florida Statutes. Each entity must comply in accordance with the statute, and include with the project application a copy of the applicable document, e.g., ordinance, resolution, policy, or rule, and have a detailed description on the project budget form.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Uniform Grants Guidance or UGG (2 CFR Part 200), went into effect on December 26, 2014, which consolidated previous requirements from OMB Circulars A-21, A-87, A-89, A-102, and A-110, A-122, A-133 into a uniform set of rules.. The focus for the change, from the Office of

Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These regulations are required for all federally funded projects/programs.

FLORIDA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

26B036

21st CCLC Subrecipient Assurances

The subrecipient agrees to the program requirements and expectations for the implementation of the 21st CCLC program as outlined in the Request for Proposals (RFP) and the assurances below. Each assurance must be initialed by the Agency Head. The final page must be signed by the agency head.

Program Operations

The 21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier. (JW)

Academic Focus

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students. (JW)

Evidence-based Research

Program activities will be implemented based on evidence-based practices using the levels of evidence in the Every Student Succeeds Act. Activities must be based in evidence that shows that the students will meet challenging State academic standards. (JW)

Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Subrecipients must also coordinate Federal, State, and local programs to make the most effective use of resources. (JW)

Facilities

Program facilities will be as available and accessible to participants as the students' local school. The facilities have sufficient resources to provide all proposed and required activities. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP, Florida Statutes and Florida Administrative Code. (JW)

Supplemental Meals

Students will be provided nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. A supplemental snack will be offered to each student, each day. A meal will be offered to each student when the program exceeds four hours of operation each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students will **not** be charged for costs associated with supplemental snacks/meals. (JW)

Students with Special Needs

Students with special needs will be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated. (TW)

Collaboration with Schools

The program was developed and will be implemented in active collaboration with the schools attended by participating students and the community. (TW)

Community Awareness

The subrecipient gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission. (TW)

Property

Property acquired with 21st CCLC funds will remain within the appropriate facility for continued use in the 21st CCLC program until the funding period has expired. If the 21st CCLC program no longer exists at the end of the program period, all equipment will be distributed to another federal program. (TW)

Records Retention

The subrecipient will retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program or until such time as all pending reviews or audits have been completed and resolved. (TW)

Monitoring and Evaluation Activities

The subrecipient will fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the Florida Department of Education (FDOE) and/or authorized representatives. The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the United States Education Department (USED). (TW)

Student Safety

The subrecipient will ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other

emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards. (JWJ)

Suspension of the Grant

The department may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement. (JWJ)

Financial Consequences

If the subrecipient fails to meet and comply with the activities established in the approved application or make appropriate progress on the activities, and they are not resolved within two weeks of notification, the department will (1) approve a reduced payment, (2) request the applicant redo the work, if possible and/or (3) terminate the project. Activities subject to financial consequences include failure to meet student attendance targets, operate the program as indicated in the program schedule, report programmatic data, submit deliverables or meet the performance goals of the program. (JWJ)

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency will comply with program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the RFP.

Agency Name	*School District of Manatee County*
Agency Head or Authorized Agency Representative	Signature
	Dr. Jason Wysong (Printed name)
Title	**Superintendent**
Date	05/16/2025
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

Assurance of Providing Equitable Services for Private Schools (Private School Participation)

21st CCLC programs are required to provide equitable services to eligible private school students, teachers and other education personnel. Applicants must assure that the agency has and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education service areas. 21st CCLC programs must, at a minimum, consult with officials from those private schools located in the specific geographic area(s) served by program site(s).

In accordance with 34 C.F.R. Part 76.656, provide the following information in reference to consultation and participation of eligible private schools in Title IV, Part B, 21st CCLC:

(a) A description of how the applicant will meet the federal requirements for participation of students enrolled in private schools.

The district conducts an annual Private Schools Meeting each November. This is an ongoing consultation and communication with private schools to identify needs and qualifying students. Private schools may choose to opt out of services at anytime during the process. Communications with private schools not opting out occur twice per year and may be conducted in person and/or via email, phone calls or certified letters.

(b) The number of students enrolled in private schools who have been identified as eligible to benefits under the program.

At this time no private school students have been identified for services. Through ongoing consultation, students may be identified, and appropriate services offered.

(c) The places and times that the students will receive benefits under the program.

If students are identified as eligible, they will receive services through the School District of Manatee County's 21st CCLC grants. Services will be provided at the targeted schools on the dates, days and times outlined in the site profile worksheets.

(d) The differences, if any, between the program benefits the applicant will provide to public and private school students, and the reasons for the differences.

There will be no differences in the services and benefits provided to public and private school students. All students regardless of the school in which they attend will receive the same level of services including days of operation, hours of operation, and activities.

☑ Check this box if there are NO private schools located within the geographic area(s) of the site(s) where the 21st CCLC program is located.

Agency Name	School District of Manatee County
Agency Head or Authorized Agency Representative	 Signature
	Dr. Jason Wysong Printed name
Title	**Superintendent**
Date	05/16/2025
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	School District of Manatee County - Middle School Grant
B) DOE Assigned Project Number:	410-2446C-6C003
C) TAPS Number:	26B036

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. Summer: 1 PD x 10 Hrs/Week x $47/Hr x 5 weeks = $2,350 ***50% Administrative = $1,175*** ***50% Evaluation = $1,175*** *School Year Duties Provided In-Kind by the District*		$2,350.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%) and workers' compensation benefits (1.00%) for 1 Project Director. $2,350 x 22.68% = $533 ***50% Administrative = $266.50*** ***50% Evaluation = $266.50***		$533.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		In-Kind	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **Lee MS** Before/Afterschool: 1 SC x 5 hrs/day x $30/hr x 170 days = $25,500 Summer: 1 SC x $30/hr x 5 hrs/day x 24 days = $3,600 Planning: 1 SC x $30/hr x 4 hrs/day x 4 days = $480 **Lincoln MS** Before/Afterschool: 1 SC x 5 hrs/day x $30/hr x 170 days = $25,500 Summer: 1 SC x $30/hr x 5 hrs/day x 24 days = $3,600 Planning: 1 SC x $30/hr x 4 hrs/day x 4 days = $480 ***25% Administrative = $14,790*** ***15% Evaluation = $8,874***	1.60	$59,160.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%) and workers' compensation benefits (1.00%) for 2 Site Coordinators. $59,160 x 22.68% = $13,417 ***25% Administrative = $3,354*** ***10% Evaluation = $1,342***		$13,417.00	100%

5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $35-$52 per hour. Average rate is $39 per hour. **Lee MS** Before School: 4 CT x $39/hr x 1.25 hr/day x 170 days = $33,150 Afterschool: 4 CT x $39/hr x 1.5 hrs/day x 168 days = $39,312 Summer: 4 CT x $39/hr x 5 hrs/day x 24 days = $18,720 Planning (SY): 4 CT x $39/hr x 4 hrs/qtr x 4 qtrs = $2,496 Planning (Sum): 4 CT x $39/hr x 4 hrs x 3 days = $1,872 **Lincoln MS** Before School: 4 CT x $39/hr x 1 hr/day x 170 days = $26,520 Afterschool: 4 CT x $39/hr x 1.5 hrs/day x 168 days = $39,312 Summer: 4 CT x $39/hr x 5 hrs/day x 24 days = $18,720 Planning (SY): 4 CT x $39/hr x 4 hrs/qtr x 4 qtrs = $2,496 Planning (Sum): 4 CT x $39/hr x 4 hrs x 3 days = $1,872	1.97	$184,470.00	100%
5100	200	**Fringe Benefits: Certified Teachers** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for Certified Academic Teachers. $184,470 x 22.68% = $41,838		$41,838.00	100%
5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $26 per hour. **Lee MS** Before School: 4 EL x $26/hr x 1.25 hr/day x 170 days = $22,100 Afterschool: 4 EL x $26/hr x 1.5 hrs/day x 168 days = $26,208 Planning (SY): 4 EL x $26/hr x 3 hrs/qtr x 4 qtrs = $1,248 **Lincoln MS** Before School: 4 EL x $26/hr x 1 hr/day x 170 days = $17,680 Afterschool: 4 EL x $26/hr x 1.5 hrs/day x 168 days = $26,208 Planning (SY): 4 EL x $26/hr x 3 hrs/qtr x 4 qtrs = $1,248	1.97	$94,692.00	100%
5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for Enrichment Teachers. $94,692 x 22.68% = $21,476		$21,476.00	100%

5100	160	**Salaries: Paraprofessionals** Part-time teacher aides to assist teachers and actively participating 21st CCLC Program students in classrooms and lessons during 21st CCLC summer program hours. Teacher Aides will ensure ratios remain within required levels and oversee enrichment activities. Average paraprofessional pay is $18/hour. **Lee MS** Summer: 4 PP x $18/hr x 5 hrs/day x 24 days = $8,640 Planning: 4 PP x $18/hr x 3 hrs/day x 3 days = $648 **Lincoln MS** Summer: 4 PP x $18/hr x 5 hrs/day x 24 days = $8,640 Planning: 4 PP x $18/hr x 3 hrs/day x 3 days = $648	0.50	$18,576.00	100%
5100	200	**Fringe Benefits: Paraprofessionals** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for paraprofessionals. $18,576 x 22.68% = $4,213		$4,213.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 16 staff x 4 hrs x 4 days x $20/hr = $5,120 *Provided In-Kind by the District*		In-Kind	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (14.03%), FICA (7.65%), and workers' compensation benefits (1.00%) for professional development. $5,128 x 22.68% = $1,163 *Provided In-Kind by the District*		In-Kind	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 2 sites x $257/site = $514		$514.00	100%

5100	510	**Materials & Supplies** Supplies and materials including: STEM consumables, workbooks, gardening materials, copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, headphones, highlighters, posters and display boards. 80 students x $84/student x 2 sites = $13,440		$13,440.00	100%
5100	360	**Rentals** Annual subscriptions exclusively for actively participating 21st CCLC students at Lee and Lincoln Middle Schools.Standards based Math & Literacy programs for instructional use. 2 sites x $3,500/site = $7,000		$7,000.00	100%
5100	730	**Summer Field Trips** Cost of admission for actively participating 21st CCLC Lee Middle and Lincoln Memorial Middle School Students to attend educational field trips during the summer program. The grant will pay admission fees. No monies will be collected from the students. Suggested trips include: MTC & State College of Florida (Career Readiness) No charge MOSI (STEM) 120 students x $15/student = $1,800 Pathfinder 120 students x $42/student = $5,040 Bishop Museum of Science (STEM) 120 students x $10/student - $1,200		$8,040.00	100%

7800	330	**Transportation: Summer Field Trips** Costs to provide transportation for summer field trips for 60 actively participating 21st CCLC students at each site (120 students). District contracted rates will be used to transport students to and from the field trip location using district busses and licensed drivers. Field trips will support summer learning activities and include lesson plans and learning objectives for trips to post secondary education facilities, science museums, laboratories, and other educational programs. Costs are estimated and include the bus, driver time, and mileage. MTC (Career Readiness) 120 students: 2 buses x $300/bus = $600 (local) State College of Florida (Career Readiness) 120 students: 2 buses x $300/bus = $600 (local) MOSI (STEM) 120 students x $6.25/student x 2 buses = $1,500 Pathfinder 120 students: 2 buses x $300/bus = $600 (local) Bishop Museum of Science (STEM) 120 students: 2 buses x $300/bus = $600 (local)		$3,900.00	100%
7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 5.57%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. ***100% Administrative*** = $26,381		$26,381.00	100%
			D) TOTAL	**$ 500,000.00**	

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**

Florida 21st CCLC State-level Objectives

Objective Category	Objective Number	Domain	Required Objective	Data Management
1. Academic Achievement	1.A.1	English Language Arts (ELA) **GPRA Measure 1**	75% of students will show improvement in ELA performance on the Florida Assessment of Student Thinking (F.A.S.T.).	English Language Arts (ELA) F.A.S.T. scores will be reported by the 21st CCLC Program Office for all students participating in the state assessment.
	1.A.2	English Language Arts (ELA)	75% of students will show improvement in ELA grades.	Student grades will be collected and reported by subrecipients for ***all students*** during the school year for each grading period.
	1.B.1	Mathematics **GPRA Measure 1**	75% of students will show improvement in Mathematics performance on the Florida Assessment of Student Thinking (F.A.S.T.).	Mathematics F.A.S.T. scores will be reported by the 21st CCLC Program Office for all students participating in the state assessment.
	1.B.2	Mathematics	75% of students will show improvement in Mathematics grades.	Student grades will be collected and reported by subrecipients for ***all students*** during the school year each grading period.
	1.C	Grade Point Average (GPA) **GPRA Measure 2**	75% of students will improve their cumulative GPA by at least 0.1 point annually.	GPA will be collected and reported by subrecipients for ***all students*** who receive a GPA annually.
2. Dropout Prevention	2.A	Attendance/Dropout Prevention **GPRA Measure 3**	75% of students will improve their school day attendance annually.	The school day attendance rate will be collected and reported by subrecipients for ***all students*** annually.
3. Behavior	3.A	Behavior **GPRA Measure 4**	75% of students will improve their behavior annually.	Data reports on in-school suspension and discipline referrals will be collected and reported by subrecipients for ***all students*** monthly.
4. School Engagement	4.A.1	Safe and Supportive Relationships	75% of students will increase their safe and supportive relationships with peers and adults annually.	Stakeholder Surveys (day-school teachers on engagement) will be collected and reported by subrecipients for ***all students*** annually.
	4.A.2	Engagement in Learning **GPRA Measure 5**	75% of students will increase their engagement in school annually.	Stakeholder Surveys (day-school teachers on engagement) will be collected and reported by subrecipients for ***all students*** annually.

Color key:

- Gray represents federal requirements.
- Yellow represents state requirements.
- Pink represents local level data responsibilities.

2022-2023 Scope of Work
Agency Name: Manatee County School District
Project Number: 410-2443B-3C003
Program Name: Middle School (Lee and Lincoln)

Section 1: Project Abstract/Summary

The School District of Manatee County (SDMC) operates the Middle School Grant at Electa Lee Middle School, 4000 53rd Avenue West, Bradenton, FL 34210 a Community Learning Center. Eighty 6th-8th grade students are provided programming during the school year from 7:45AM - 8:45AM in the morning and 4:15PM - 5:45PM in the afternoon, Monday – Friday beginning August 10, 2022 - May 19, 2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology, engineering, and math (STEM); healthy and active lifestyles; well rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

A six-week summer program June 5, 2023 - July 20, 2023 will be provided for eighty students from 8:00AM - 1:00PM.

The School District of Manatee County (SDMC) operates the Middle School Grant at Lincoln Memorial Middle School, 305 17th Street East, Palmetto, FL 34221 a Community Learning Center. Eighty 6th-8th grade students are provided programming during the school year from 7:45AM – 8:45AM in the morning and 4:15PM - 5:45PM in the afternoon, Monday – Friday beginning August 10, 2022 - May 19, 2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology, engineering and math (STEM); healthy and active lifestyles; well rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

A six-week summer program June 5 - July 20, 2023 will be provided for eighty students from 8:00AM - 1:00PM.

We believe that having a successful program means tying family and community involvement in schools to positive student outcomes. Lee and Lincoln Middle Schools plan to increase parent involvement through family events and workshops. Five (5) events will be designed to help family members improve their involvement in their child's education. Workshop dates and information will be disseminated via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish. Participation will be monitored through sign-in sheets. Events will last approximately one hour and will provide parents with information designed to help them assist their child with educational activities at home including reading strategies, math skills and simple STEM projects. In addition, community partners will help to provide valuable and educational workshops/events for the adult family members offered in the late afternoon/early evening. As more 21st CCLC families become involved, the expectation is there will be an improvement in student academic performance.

Section 2: Site Level Funding
See FRG in attachments.

Section 3: Applicant Capacity

	Number of Years	Dates of Operation
21st CCLC	10+	2002 - present
Federal Funding	10+	1965 - Present
Other Types	10+	1980 - Present

EXPERIENCE WITH EXTENDED LEARNING PROGRAMS: The School District of Manatee County(SDMC) has substantial experience in efficiently operating effective and impactful extended learning programs for over 20 years. SDMC offers out-of-school programming and extended learning programs throughout public schools and public charter schools in Manatee County. With over 50,000 students attending SDMC public schools, a significant effort has been made to focus on the support and improvement of out-of school programs in Manatee County.

The District's Extended Day Enrichment Program (EDEP) operates before and after school programming in 27 elementary schools during the school year. EDEP offers daily academic enrichment along with fun and engaging activities for students. In addition, SDMC operated a successful Supplemental Educational Services (SES) program from 2005 through 2013. SDMC was only one of five districts in Florida running the program as a district-based SES provider program. More than 600 students were tutored each year and on average, 89% achieved learning gains over the program's tenure.

EXPERIENCE USING FEDERAL FUNDING: As noted above, the School District of Manatee County has tremendous experience in obtaining, overseeing, and managing federal funds, with substantial federal funding used specifically to support Extended Learning Programs. In addition to centralized support of out-of-school programs, SDMC has also received federal, state and local funds to help provide out-of school programs with limited burden on the families and students. More specifically, the SDMC Department of Federal Programs oversees millions in annual funding specific to offering expanded learning opportunities to students in Title 1 schools (e.g., after school tutoring, Saturday school and summer programs). Over the past 8 years, Title III funds have been used each year to tutor English Language Learners (ELL) during the extended learning time. Further, federal funds are used to host summer program camps for middle school students and elementary school students at Title 1 schools. The SDMC Exceptional Student Education Department also offers expanded learning opportunities for students with special needs through tutoring programs and extending the school year into the summer. The Adult, Career and Technical Education Department has raised over 75 million in funds over the past 18 years and oversees many local, state and federal programs. Grants include School Transformation, Perkins and Small Learning Communities. The SDMC School Improvement Department has utilized grant funds in Title 1 schools to extend the regular school day, provide after school tutoring and professional development for teachers and staff. In total, during the 2021-2022 school year, SDMC has overseen $134.4 million in federal funding to support students during the regular day and through extended learning opportunities. Additionally, SDMC has received funding to support extended learning opportunities from a variety of local foundations, associations and corporations - including the Manatee Education Foundation, Dollar General, Verizon, AAA, the Laura Bush Library Grant, and VW Foundation. These grants and donations provided smaller awards to individual schools and teachers.

EXPERIENCE WITH 21ST CCLC PROGRAMMING: SDMC has operated 21st CCLC programs for over 20 years and received more than $12 million across 9 grants to serve K-12 students in 19 schools. Lincoln Memorial Middle school has been successful implementing the program for students over the past five years. Based on standardized testing data from 2018-2019 summative reports, regularly participating students attending the 21st CCLC program had a 42% increase in academic achievement level in reading and 59% increase in math. Additionally, reading and math quarter grades increased with 62% of students meeting reading proficiency and 63% meeting math proficiency. This program is vital to the community. 21st CCLC has provided parents a safe and secure place for their children to receive support for academics and enrichment activities. Students benefit from more time in the classroom and receiving homework help from certified teachers. Teachers and staff have stated students who participate the 21st CCLC program attend school more regularly, complete their homework effectively and have better behavior. SDMC has implemented the proposed 21st CCLC services over the years to meet federal, state and district requirements.

The 21st CCLC Middle School Grant will be housed within the district's Curriculum Department and the Extended Day Enrichment Program (EDEP) that provides programming during non-school hours to 27 public schools. With this placement, the district will be able to leverage the experience, resources and staff of EDEP including an experienced Program Director with over 20 years facilitating 21st CCLC programs. Lee and Lincoln Middle schools will be managed by a full-time Site Coordinator at each site ready for immediate implementation providing strong site leadership. In addition, each site will have a 21st CCLC Program Team comprised of representatives from the school district, community, school administration, teachers, parents and/or students.

PROGRAM ADMINISTRATION AND FISCAL MANAGEMENT: SDMC is committed to a high level of transparency with regard to processes, practices and investments. School level expenditures are made public by school. Providing full disclosure of all relevant fiscal information in a timely and systematic manner, www.manateeschools.net is used as the vehicle to publish these documents. All matters of the budget are approved by the School Board, comprised of five elected officials. The Board has no vested financial interest in program operations.

PROGRAM EVALUATIONS: To appropriately track and encumber obligated expenditures, function and object codes will be set using the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Program funds, records and budgetary expenses will be housed, tracked and reconciled by the program bookkeeper located at the district's Professional Support Center. All actions will be approved by the Program Director, Curriculum Director and the school district's Finance Department. The District has extensive experience collecting, maintaining, analyzing and reporting accurate program evaluation data. Processes include ongoing professional development, FOCUS student information system that tracks all student data and oversight from the school district's Research and Assessment Department.

PROGRAM IMPLEMENTATION: SDMC has experience in providing a broad range of services. These services are in line with the 21st CCLC program goals and approved activities from standards-based education to nationally-awarded STEM programming to research-based curricula within 48 traditional school sites as well as alternative sites. The Middle School Grant has the support of parents, the community and District to ensure the program is implemented with fidelity.

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Section 4: Building Your Program Team

PROGRAM TEAM: The School District of Manatee County worked with district administrators, school administrators and staff, community partners and parents to develop a strong Program Team with the ability to inform the proposal, support the implementation of the

grant, and provide ongoing insight into the continuous improvement of the 21st CCLC grant. As part of the proposal development process, the Program Team became an integral part of identifying needs, determining ideal operational considerations, and informing the best activities to meet the needs of all stakeholders. The Program Team is composed of stakeholder representatives that are fully capable of speaking on behalf of their fellow stakeholders (e.g. teachers, community-connected parents, high-level school administrators, district level contacts and secondary institution representatives).

PROGRAM TEAM MEMBERSHIP: The Program Team member selection was a critical task to ensure the most knowledgeable individuals were included to help design the 21st CCLC proposal and the associated activities. All individuals on the Program Team have provided letters of commitment to continue serving on the Program Team for the duration of the four year grant. It is anticipated that the Program Team will grow in future years, as additional individuals are identified that would help improve the 21st CCLC program and the services to students and families (e.g. new teachers, new parents, new students in the school, etc.). Ultimately, the Middle School Grant's Program Team includes team members who collaborated, contributed and provided their expertise in the development of the application.

The team members for Lee Middle School are:
Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Ginger Collins - Principal (School Administrator)
Gary Crawford - Community Member
Kristen Bowden - Parent of Student at Lee Middle School
Danielle McClellan - Teacher at Lee Middle School
Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming. Ginger Collins, Principal at Lee Middle School brings over 25 years of experience in schools as a Teacher and Administrator. She brings a wealth of knowledge regarding supplemental services outside of the regular school day. Gary Crawford serves as the community representative bringing relevant information about community partnerships and support services.
Kristen Bowden is the parent representative and serves as the voice of family members and their needs.
Danielle McClellan is the Testing Coordinator and Data Coach for Lee Middle. Her knowledge of student achievement adds value to the program team.
Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years of experience, Carol's expertise will support a smooth transition between secondary and post-secondary institutions.
Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired and will be a permanent member of the Program Team.

The team members for Lincoln Memorial Middle School are:
Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Ronnie King - Principal (School Administrator)
Irene Nikitopoulos - Assistant Principal (School Administrator)
Alfred James - Community Member
Kerline Ilfra - Parent of Student at Lincoln Middle School
Chandoue Lawrence - Teacher at Lincoln Middle School

Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming. Ronnie King, Principal at Lincoln Memorial Middle School brings many years of experience in education. Irene Nikitopoulos, Assistant Principal has served as a teacher, curriculum specialist and school administrator. Both administrators have organized several school based instructional programs aimed at increasing student achievement. In addition, both have 21st CCLC experience. Alfred James and Kerline Ilfra serve as the community and parent members bringing relevant information about community and family needs. Chandoue Lawrence serves as a Dean at Lincoln Memorial Middle. She is the current 21st CCLC Site Coordinator and has years of teaching experience. Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years of experience, Carol's expertise will support a smooth transition between secondary and postsecondary institutions. Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired as a permanent member of the Program Team.

PROGRAM TEAM TASKS: The Program Team from both schools was involved in all stages of the application process. The Teams met on several separate occasions to assess program needs, evaluate community and school resources, identify program operations and any gaps in services that could be addressed by a 21st CCLC program, and develop and select activities for inclusion in the final 21st CCLC proposal. Quarterly meetings will be held throughout each project year to ensure activities are implemented with fidelity, while also ensuring progress towards proposed outcomes and operations. The Program Team will work together to plan, revise and modify program activities to ensure the quality of the continuous improvement process, including engagement of all stakeholders and plans for sustainability.

Lee and Lincoln Middle Schools have secured partnerships with:
University of Florida/IFAS
Extension,
Van Wezel,
Manatee Technical College,
The Bishop Museum of Science and Nature,
Manatee Education Foundation,
Extended Day Enrichment Program (EDEP),
Soar in 4/Florida Grade Level Reading Campaign and
Adult, Career and Technical Education (ACT) department.

Lee Middle School currently partners with
the MASH initiative and Avenue941.
Mr. GaryCrawford, community program team member, is the business representative for both partnerships. They provide non-monetary mentoring, attendance monitoring and support services.

Lincoln Memorial Middle School partners include Boys and Girls Club of Manatee County (BGCMC) and Replay. BGCMC offers daily access to a range of programs in 3 core areas: academic success, good character and leadership, and healthy lifestyles.
Replay Outreach is a non-profit organization that encourages at-risk teens to uncover their purpose in life, learn to manage their behavior, and gain the skills and attitudes that will lead to

success. Each school will continue to seek additional partners who can provide monetary donations, goods and services, resources and volunteers.

In addition, the district will continue to secure an agreement with the National School Lunch Program to provide a daily nutritious snack during the after-school component.

Section 5: Engaging Stakeholders

IDENTIFIED STAKEHOLDERS: Stakeholders are partners in the development, implementation and continuous improvement of the learning community center. The engagement of stakeholders has several explicit purposes; (1) identify the needs of the students, families, schools and communities; (2) identify current gaps in programming and services where funding could best be applied to support students and families; and (3) identify specific activities and subject areas that best support and address the identified needs and gaps. The process of identifying and engaging stakeholders in the planning and design of the program helped inform the final grant proposal. With feedback from each stakeholder group, the program has been thoughtfully designed to meet the needs of students and their adult family members. The program is site-specific, age-appropriate and designed for each school's unique environment. The Program Teams determined the most valuable stakeholders to engage through the 21st CCLC were:
(1) Reading and Math Teachers - School day teachers are crucial to the development and continued success of the community learning center. 21st CCLC will play a vital role in supporting student learning of the new B.E.S.T. (Benchmarks for Excellent Student Thinking) standards and provide activities to compliment core academic programs. Program teachers and staff will regularly communicate with school day teachers in order to align lessons with day-to-day classroom instruction. This communication will occur at least weekly through emails, phone calls and meetings. Topics of discussion will include student attendance, behavior and academic needs. Feedback will be used to revise activities in order to better support what students are learning and/or identify areas needing additional support. With the support of these regular day teachers, the Program Teams believe students attending the program will have a better chance of meaningful change that will be reflected in their academic performance and during teacher observations.

(2) Adult Family Members - Parents, guardians and caregivers are key for successfully implementing and sustaining effective programming. Through parental support and involvement, students will be more successful at school and home. At least 5 parent engagement events will be provided for parents through the 21st CCLC Grant throughout the program year. Events will promote the importance of parents supporting their child's education through strategies for helping with homework and independent reading and math skills. Participating parents will complete a survey after each event to provide feedback on areas of program improvement and additional needs. A portion of each event will be used to discuss and share ideas pertaining to program enhancement. The Program Teams noted that parent engagement is a struggle across the targeted population; however, services under the 21st CCLC grant will give them the tools to improve and understand the educational process.

(3) Students - The Program Teams noted the importance of engaging students in the process as they are essential to 21st CCLC program success. Just having students attend the program is not as powerful as ensuring they have a voice. Surveying students gives them that voice and allows participation in the program design. Throughout the program year, students will be surveyed to gain valuable feedback on future programming.

(4) Community Partners - SDMC has established strong partnerships within this grant proposal. Community members consist of nearby retirement communities, businesses, local organizations and established partners. The community supports the school district's 21st CCLC Middle School Grant as a way to close the gap in services for the county's most at-risk children. The Program Teams will meet at

least quarterly with community stakeholders to discuss specific topics in areas of need and support for students. Meetings will provide feedback for future program planning and sustainability.
During the design process, each Program Team meaningfully surveyed teachers, parents, students and potential partners to identify what is needed in a community learning center. SurveyMonkey was used to create, collect and analyze survey results. Paper surveys were available to stakeholders without access to a computer.

The Know Your Schools Portal indicates Lee Middle has 51 teachers and 782 students. Data was collected from 59% of teachers, 24% of students, 10% of parents and 5 partners. In addition, the portal indicates Lincoln Memorial Middle has 22 teachers and 332 students. Data was collected from 36% of teachers, 12% of students, 11% of parents and 4 partners.

Ongoing collaboration throughout the grant will ensure the community learning center continues to meet the needs of all stakeholders.

Section 6: Assessing Program Needs

NEEDS ASSESSMENT: The School District of Manatee County serves 50,953 students with 50.1% receiving free/or reduced lunch. More than half of the student body is of a minority race 52.6% with 33.1% of Hispanic/Latino origin and 13.7% Black. A needs assessment was critical in formulating an in depth understanding of Lee and Lincoln Middle Schools' needs. The data was gathered from a number of sources including the Florida Department of Education, Lee and Lincoln Middle Schools' Improvement Plans, the Know Your Schools Portal, district assessment data, and stakeholders.

LEE MIDDLE SCHOOL:
Lee Middle School serves 780 students in 6th through 8th grade. The school is located in a suburban area surrounded by businesses, shopping plazas, rental apartments and established neighborhoods. It serves a diverse community with students choosing to attend the magnet program. Situated along a major thorough fare many students are bussed to school or transported by parents. Based on the Community Eligibility Program, an alternative approach for offering school meals to local schools based on former free and reduced student numbers, 100% of students receive free lunch.

ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: English Language Arts (ELA) is a focus area with the School Achievement being at 34%, which is 20% below the State percentile. As well, the school ELA Learning Gains were at 49% which was below the State learning gains by 5%. These comparisons fall greatly below the State averages and therefore are considered a critical need. The area of focus for Math is a need to increase the school student achievement from 36% as earned on the 2018-2019 FSA to a 5% gain for a total of 41%. Another area of focus is on learning gains with a 2018-2019 school percentage score of 45% a need to increase by 5% for an overall total of 50%.

There has been a two-year decline trend in the Student with Disabilities (SWD) sub-group. SWD declined by 1% in Math and Science Achievement and a need for a 10% gain in overall achievement. SWD learning gains need to be reinforced and supported by remediation, tutoring and consequentially mastery of standards. Push-in and pull-out tutoring opportunities will be made available through scheduling teacher aides to specific classrooms and supplementing learning opportunities with iReady, Reading Plus, vocab. com, IXL and Study Island.

Lee's ESE student population is at 31% proficiency and has been low performing for two years. Additional low performance groups were ELL students and Black/African (B/A) American students both at 40% proficiency.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: Based on the Title 1 comprehensive needs assessment there is a critical need to provide students with more opportunities for standards based academic tutoring and enrichment. Added enrichment could further advance the success of lower performing students.
1st & 2nd Quarter Benchmark data for ELL & SWD students shows the following:
ELL 6th grade ELA proficiency: Q1 39.4% Q2 24.8%
ELL 7th grade ELA proficiency: Q1 20.4% Q2 16.7%
ELL 8th grade ELA proficiency: Q1 33.3% Q2 33%
SWD 6th grade ELA proficiency: Q1 19.6% Q2 22.4%
SWD 7th grade ELA proficiency: Q1 9.1% Q2 3.1%
SWD 8th grade ELA proficiency: Q1 22.7% Q2 26.2%
ELL 6th grade Math proficiency: Q1 43.4% Q2 31.7%
ELL 7th grade Math proficiency: Q1 33.3% Q2 34.6%
ELL 8th grade Math proficiency: Q1 24.7% Q2 20%
SWD 6th grade Math proficiency: Q1 10.6% Q2 8.2%
SWD 7th grade Math proficiency: Q1 16.7% Q2 18.2%
SWD 8th grade Math proficiency: Q1 24.4% Q2 27.3%
Algebra (acceleration)
Quarter 1: 71.3% proficient
Quarter 2: 65.4% proficient
Geometry (acceleration)
Quarter 1: 63.6% proficient
Quarter 2: 72.7% proficient
Acceleration courses also include French, Spanish, English 1, and Digital Information Technology. Lee provides advanced courses in all core classes at every grade level.

The Math and Science Departments had the largest gap at 22 percentage points below the State. The factors that contributed to the Science department scores include the high ELL population at Lee Middle School and the unique vocabulary to scientific terms. Science is only tested in one grade level and has a spiral curriculum with students being State tested in only eighth grade. A final factor is lack of inclusion of hands-on and engaging science activities.

Discipline:
The largest number of discipline referrals so far this year has been tardies, with disruptive behavior as the second highest number of referrals.

Absences:
Average Daily Attendance
21/22 School Year (as of 3/31/22)
6th grade: 88.26%
7th grade: 87.81%
8th grade: 85.52%

A Graduate Enhancement Technician employed at Lee Middle School is focused on improving attendance and reducing tardies through incentives and monitoring policies for daily and weekly tracking of students at all three Tier support levels.

Physical Fitness: As included in the Florida Department of Health in Manatee County's "Annual Report," it's recognized "adult and childhood obesity are influenced by healthy eating and physical activity habits." The report goes on to state that the level of physical activity, particularly among children, depends on the availability of "physical activity opportunities." Communities and schools like Lee Middle

need to offer these opportunities to increase physical activity. This contributes to the overall health and attitude of our students.

STAKEHOLDER SURVEYS: Data was collected from 59% of teachers, 24% of students, 10% of parents and 5 partners. 98% of TEACHERS surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. Teachers identified the following three areas as the greatest need: reading at grade level, understanding math concepts and behaving in class. They feel structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community. STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in the area of homework, math and reading. Over 90% of PARENTS surveyed stated their children needed after school programming, however, 89% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day. Five potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support and enrichment opportunities.

LINCOLN MEMORIAL MIDDLE SCHOOL:
Lincoln Memorial Middle School serves 332 students in 6th through 8th grade. Lincoln is located in Palmetto, a city within Manatee County, Florida. Rich in historical tradition, the school was created prior to desegregation, and was the only all black high school in the county. Palmetto has traditionally been a low-income community, and most of Lincoln's student population continues to come from low-socio economic circumstances. The community has been plagued with violence and drug use; few students continue their post high school years in academics.
ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: Based on District Quarterly Benchmark data measured during Winter, 2021, 42% of students were at grade-level proficiency for Reading and 49% of student were at grade-level proficiency for Math. Both results are below the state average as measured by 20/21 FSA Scores. Over 95% of Lincoln Memorial Middle School students were tested during this District Benchmark assessment.

Greatest Need (ELA and Math): The areas of greatest concern were those students in the following grades:
- 7th grade where grade-level proficiency in Reading was measured at 37%
- 6th grade where grade-level proficiency in Math was measured at 30%.
- Sixth grade and 8th grade achievement levels in Reading were recorded at 41% and 47% respectively, while math proficiency was recorded at 41% for 7th graders and 67% for 8th graders.

Gains (ELA and Math): Overall gains from 21/22 Winter Quarterly Benchmarks were measured at 59% for Reading and 57% for Math. Although more than half of students showed gains, the data revealed an area of concern for 6th grade students where only 24% of students showed improvement. The data also indicated that although the lower quartile made significant growth (over 68% showed gains in both Reading and Math), students who were already at grade-level were not as likely to show improvement.
Science: Although a 16-percentage point increase was seen in Science comparing the 21/22 Winter Quarterly Benchmark to the previous SSA, only 34% of 8th grade students were considered proficient. This is significantly below the state average of 45% as measured by the 20/21 Statewide Science Assessment. Similarly, the 21/22 Winter District Benchmark assessment revealed that 59% of students

were proficient which is once again below the State average of 64%.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: Based on Lincoln's Title 1 comprehensive needs assessment there is a critical need to provide students with more opportunities for standards based academic tutoring and enrichment. Added enrichment could further advance the success of lower performing students.

Acceleration: Lincoln Memorial's "Acceleration" rate centers on the number of students enrolled in Algebra and Geometry. Currently, approximately 20% of students in 7th and 8th grades are participating in advanced courses (29 students in Algebra and 11 in Geometry). Our need is to increase this percentage to 50% to be consistent with other high-performing schools in our District. Using the Power Index, areas of greatest need for improvement and therefore most focus are the following:
(1) Middle School Acceleration – Algebra 1 and Geometry
(2) Lowest Quartile Learnings Gains in both ELA/Reading and Math
(3) Subgroups focusing on: ESE and ESOL (Based on a review of data, many of these students also fall into our L25 lists and therefore have an impact in multiple areas)
Sub-Groups (Achievement): Several subgroups showed deficiencies in proficiency levels as compared to all other subgroups. This aligns with subject areas that are already considered below grade level, specifically 7th grade ELA. Further, ELL populations are showing deficiencies as compared to other groups in 7th grade ELA, while Lincoln Memorial's black population is showing deficiencies in 8th grade Science.

Physical Fitness: As included in the Florida Department of Health in Manatee County's "Annual Report," it's recognized "adult and childhood obesity are influenced by healthy eating and physical activity habits." The report goes on to state that the level of physical activity, particularly among children, depends on the availability of "physical activity opportunities." Communities and schools like Lincoln Memorial Middle need to offer these opportunities to increase physical activity. This contributes to the overall health and attitude of our students.

STAKEHOLDER SURVEYS: Data was collected from 36% of teachers, 12% of students, 11% of parents and 4 partners. 99% of TEACHERS surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. Teachers identified the following three areas as the greatest need: reading at grade level, understanding math concepts and behaving in class. They feel structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community. STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in the area of homework, math and reading. Over 95% of PARENTS surveyed stated their children needed after school programming, however, 100% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day. Five potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support and enrichment opportunities.

Section 7: Intentionally Designing Activities

ACADEMIC ENRICHMENT: READING/ENGLISH LANGUAGE ARTS
The Middle School Grant will provide 21st CCLC students with activities that directly align with Florida's B.E.S.T. standards and the needs assessment findings outlined previously, particularly the reading needs demonstrated by prior FSA performance data, teacher feedback, parent feedback, and overall recommendations from the Program Teams. The ELA activities will focus on reading areas that are challenging for students such as vocabulary, fluency, and comprehension for all grade levels. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Lee Middle School will use the following curriculum to support students: Lexia Power Up Reading, and Leveled Readers along with Edginuity for credit recovery. Lincoln Memorial Middle School will use the following curriculum: Lexia Power Up Reading, SIPPS, USA Test Prep and Scholastic Scope and Action Magazine. In addition, Edginuity will be used for credit recovery.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes the thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: According to the needs assessment stakeholder survey data for both schools, students targeted for the 21st CCLC program need additional reading support. Reading interventions that begin early in the primary grades have shown to benefit students in secondary grades. ELA data for Lee Middle School shows student achievement being 34% and learning gains at 49%; both falling greatly below state averages and are therefore considered a critical need. Lincoln Memorial Middle School data shows 42% were at grade level proficiency for reading which falls below the state average as measured by 2020-2021 FSA scores. Research suggests struggling to read in younger grades must be addressed or students risk ongoing struggles throughout their education. Teengagement Solutions, a purposeful standards-based program addresses the essential skills needed for college and career readiness. Students will develop skills in reading, writing and standards-based assessments while cultivating traits needed to become conscientious, capable contributors in society. Teengagement Solutions transforms teen literacy. Additionally, family literacy nights will be planned to provide opportunities for adult family members to acquire English language and literacy skills while empowering them to become more involved in their children's education.

EVIDENCE AND REFERENCES: Overall, the activities and lessons are selected and designed to provide research-based, reading support and interventions for students in 6th through 8th grade. The components for the reading activities were selected to best impact reading comprehension, reading fluency and reading achievement for 21st CCLC students. Although little information for the selected reading programs was found on the What Works Clearinghouse (WWC), several studies were found that support the Tier 1 interventions and recommendations requiring research totaling at least 300 participants. The "Report of the National Reading Panel" (NICHD, 2000) provides equally compelling evidence for explicit, systematic instruction for each of the five essential components of literacy

(phonemic awareness, phonics, fluency, vocabulary, and comprehension). "Explicit instruction in reading makes a difference in student outcomes, especially for those who are low achieving" (Denton et al., 2003, p. 202). "Explicitness has been a component of instruction in studies documenting improved outcomes in phonological awareness, decoding, and the application of comprehension strategies for the understanding of text" (Denton et al., 2003, p. 202).

FREQUENCY: Reading activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year. Family literacy activities will also be planned so children and parents can experience reading together.

ACADEMIC ENRICHMENT: MATHEMATICS
Math will focus on standards-based activities, project based learning, and hands-on learning with manipulatives. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Math lessons will come from supplemental materials from the core academic math program used during the regular school day. Additional math curriculum will include ALEKS, Acaletics and other intervention and support materials. In addition, Edginuity will be used with for credit recovery.

INTERVENTION DESCRIPTION: Concrete-Representational-Abstract (CRA) is an approach to teaching math. All topics in math can be taught using CRA. Students do not have to progress through the concrete to get to the representational and abstract phases. Students often work at the concrete and abstract or representational and abstract phases at the same time. With CRA, students work with hands-on materials that represent math problems (concrete), pictorial representations (representational), and problems with numbers and symbols (abstract). The teacher explicitly bridges the connection between the three components of the math problems.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes the thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on the collected survey data, teachers, parents and students indicated the need for additional math support. Lee Middle School has a need to increase student achievement in math from 36% to 41% which would be a 5% gain. Specifically, math achievement of students with disabilities declined. 49% of students attending Lincoln Memorial Middle School meet proficiency in math yet this is still below the state average. Parent involvement is a primary factor in supporting students' educational success. The 21st CCLC program will plan family events so parents feel knowledgeable and comfortable to help their children succeed in mathematics. The events may be led by afterschool staff or local experts from the community.

EVIDENCE AND REFERENCES: While the What Works Clearinghouse did not include information on the selected math programs, support for math was clearly indicated in the needs assessment. When

teachers provide effective math instruction, teachers can reduce the performance gap between students who are at risk for math (Clarke, Smolkowski, Baker, Fien, Doabler, & Chard, 2011). Students with learning disabilities who receive effective math intervention develop critical skills like problem-solving and abstract reasoning, which are necessary for math proficiency (Gersten, Chard, Jayanthi, Baker, Morphy, & Flojo, 2008; Allsopp, Lovin, & van Ingen, 2017). Results of a study of middle school math teachers indicated students who learned using the CRA method to solve equations outperformed peers receiving traditional instruction (Witzel, Mercer, & Miller, 2003). CRA methods teaching place value, fractions, addition, subtraction, multiplication, algebra and word problems are supported by research (Mancl, Miller, & Kennedy, 2012).

FREQUENCY: Math activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year.

ACADEMIC ENRICHMENT: SCIENCE/STEM and CAREER COMPETENCIES AND READINESS: Through STEM, students will engage in experiential education that excites, engages, and enriches through a hands-on, learn-by-doing approach in science, technology, engineering and math. Skills will be taught so that all students can understand and build on prior knowledge. STEM activities will include career competencies and career readiness.

ACTIVITY/DESCRIPTION: STEAM-Woz ED – LEE MIDDLE SCHOOL
The Woz ED program will support our focus on employment and career competencies and readiness. The Woz lessons are purposefully designed to build an engineering mindset while developing the soft skills employers value. Woz ED resources help students authentically explore their future in the tech economy. Collaboration, problem solving, and critical thinking are inherent in every project. Students will participate in robotics, engineering, digital and graphic design, along with animation and coding. 21st CCLC groups will participate in STEM competitions throughout the year.

ACTIVITY/DESCRIPTION: STEM-SOLIDWORKS AND PITSCO PROJECTS – LINCOLN MEMORIAL MIDDLE SCHOOL
Solidworks and Pitsco Projects will support science, technology and math as well as career competency and readiness. Solidworks is a complete 3D software program where students create, simulate, publish and manage data. Solidworks solutions are easy to deploy, easy to use and simple to administer allowing students to capitalize on new opportunities. Pitsco Projects enable students to practice the future-ready skills they need no matter their path after school, all while integrating STEM disciplines in real life, practical scenarios. Students will participate in robotics, engineering, digital and graphic design and coding. 21st CCLC groups will participate in STEM competitions throughout the year.
ALIGNMENT TO STUDENT/FAMILY NEEDS: STEM activities provide a personalized approach to nurturing and engineering mindset through hands-on projects that progress from Kindergarten through employment. These learners can dream, design, engineer, test, improve, and create through coding, robotics, drones, 3D printing and data analysis. Children today are growing up in a world very different from the one experienced 15 years ago. Students must be equipped to solve problems and work in team environments to succeed in tomorrow's job market.

EVIDENCE AND REFERENCES: Steve Wozniak, Apple Co-Founder and Founder of Woz Ed, is a leader of K-12 STEM education around the world, providing students access to high-quality technology training. Recognizing the importance of access to STEM education, Lee and Lincoln Middle Schools will provide students with the opportunity to continue exploring their interest in STEM activities and advancing their skills. While the WWC does not include Woz ED, Solidworks or Pitsco research for Science/STEM, the needs assessment indicates the importance of providing STEM activities within the proposed 21st CCLC program. However, accessibility to STEM learning is not always easy. A STEM report by the U.S. Department of Education states, "We must also make sure that no matter where children live, they have

access to quality learning environments. A child's zip code should not determine their STEM fluency." Further noted in "The Edvocate," www.theedadvocate.org, there are 7 benefits to stem education: fosters ingenuity and creativity; builds resilience; encourages experimentation; encourages teamwork; encourages knowledge application; encourages tech use; teaches problem-solving; and encourages adaption.

FREQUENCY: Science/STEM activities will be offered to all students at least twice per week for approximately 45 minutes throughout the program year. Students will engage in STEM activities with certified teachers all of whom will be directly trained in providing the selected STEM curriculums.

ACADEMIC ENRICHMENT: HEALTHY AND ACTIVE LIFESTYLES
ACTIVITY/DESCRIPTION: SPARK-PE (Sports, Play and Active Recreation for Kids)
All 21st CCLC students will receive activities related to healthy and active lifestyles that are aligned to student needs and Florida's Standards for Physical Education. To best address student needs, Lee and Lincoln Middle Schools will purchase and implement the research-based SPARK-PE curriculum. SPARK-PE provides a collection of researched-based physical education programs emphasizing a highly active curriculum, on-site staff development, and significant follow-up support. To ensure all students are fully engaged, SPARK-PE features both diverse instructional and diverse curricular models that embody the HOPE (Health Optimizing Physical Education) and are aligned to both state and national standards. SPARK-PE is specifically designed to provide activities aligned to school-day fitness lessons and activities. All lessons include age, space, and ability adaptations so all students can fully participate in developmentally appropriate, organized, and high-quality physical activities. There are four components to the SPARK-PE activity selected for the Middle School Grant program: (1) group fitness activities (e.g., basketball, soccer) to improve cardiovascular fitness and positive social traits; (2) fitness circuit activities that infuse cooperative strategies, peer coaching, turn taking protocols, and self-practice of previously taught skills and movements; (3) endurance games (e.g., walking, jogging) to promote aerobic and cardiovascular fitness; and (4) personal fitness activities to promote fitness goal setting and lifelong wellness commitment among students.

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on need assessment data obtained from the Project Team and stakeholder surveys, there was a need for overall wellness at both middle schools. Lee Middle school data collected from 59% of teachers, 24% of students and 10% of parents indicated a need for health and wellness programming during the 21st CCLC program. Likewise, Lincoln Memorial Middle school data collected from 45% of teachers, 10% of students and 10% of parents showed the same need. Although there is fitness provided during the regular school day, as per Florida Statutes, there is a significant need for additional fitness and health to support students. Moreover, according to the Florida Department of Health (2021), more than 30% of low-income children living in Manatee County are either overweight or obese. The goal of the 21st CCLC program Healthy and Active Lifestyles activity is to improve personal and physical wellness through structured activities that foster healthy lifestyles. Students will learn to how to work well with others, build and foster good sportsmanship, and explore ways to incorporate personal fitness into their everyday lives.

EVIDENCE AND REFERENCES: The What Works Clearinghouse did not include interventions in healthy and active lifestyles, yet the needs assessment clearly indicates the importance of providing these activities. Fortunately, the WWC outlines the type of research and sample sizes needed for each "tier" of evidence based interventions with Tier 1 interventions and recommendations. Many research studies have been conducted to determine whether physical wellness is connected to academic performance. For example, de Greeff and colleagues (2014) studied 544 students and found cardiovascular fitness was significant predictors of student academic performance in both mathematics and English Language Arts. More specific to Florida, research conducted with 132 elementary school students found a significant relationship between physical fitness and academic performance, as measured by Florida statewide

assessments (Wingfield, Graziano, McNamera, & Janicke, 2011). Finally, through a systematic review of 26 peer reviewed research studies, researchers found an association between increased physical fitness and improved academic performance and executive function (Salas Sanchez, et al., 2022), with the researchers calling for increased hours of physical education to "more effectively develop the cognitive aspects" of children in elementary school.

FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in SPARK-PE activities with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

ACADEMIC ENRICHMENT: ART AND MUSIC EDUCATION

Art and music education is designed to give students opportunities that would otherwise not be easily accessible, and to offer a high-quality education. Both inspire students to stay in school, increases motivation, improves attitudes and attendance, and improves academic performance. According to Americans for the Arts, a student involved in the arts is four times more likely to be recognized for successful academic achievement. The Arts can influence and shape a child's development on several levels: academically, socially and emotionally.

ACTIVITY/DESCRIPTION: Teachers certified in art and music education will provide instruction to enhance student learning experiences during the 21st CCLC program. The Middle School Grant plans to provide arts education through music, movement, drama/theatre and visual art mediums (drawing and painting). Intervention strategies will include whole group and small group instruction along with hands-on real-life experiences.

ALIGNMENT TO STUDENT/FAMILY NEEDS: At a time when art and music education is struggling for classroom time in schools, the 21st CCLC program can offer much needed support and provide students with other engaging activities. Stakeholder survey results support the need for additional enrichment activities including art and music.

EVIDENCE AND REFERENCES: Students in schools serving predominantly low-income households receive less arts instruction than students in schools serving higher-income households (afterschoolalliance.org). Many evaluations demonstrate the benefits of the Arts to students who participate, such as: academic gains, improved cognitive skills, positive behaviors, increased engagement, creativity (Big Thought, 2010). According to a multi-year study of children participating in the Thriving Minds arts afterschool program, students progressed from interacting with creations to becoming creators themselves (2010). Study results of students (1st-8th grade) participating in an out-of-school music program, demonstrated higher levels of academic performance over peers not attending. Further, students exhibited better performance on measures of executive functions and higher scores on standardized tests (Holochwost, et al., 2017).

FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in Art and Music with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

RECRUITMENT AND RETENTION: The 21st Century Community Learning Center will give priority to students identified with educational difficulties or heightened risk factors such as low-test scores, possibility of/or past retention, poor school attendance, etc. These students are representative of the wider community and includes those facing the most significant barriers to academic success. The following strategies will be used to reach and enroll the targeted students: information and registration table at Back-to-School Event/Open House, distribution of flyers and registration packets in English/Spanish, posters hung throughout the campus, and information on the marquee. Teachers,

counselors, and Graduation Enhancement Technicians will work with 21st CCLC staff to ensure that students at high risk of retention are specifically invited to attend. To recruit parents and families there will be direct contact at school events, automated phone calls, newsletters and information posted on the website. To encourage students to remain in attendance from the beginning to the end of the program day, the schedule will be structured so that engaging, high energy activities are held the entire time. Also, adhering to school district protocol, elementary school students are not allowed to sign themselves out of a program. To encourage regular attendance, several attention-grabbing and fun enrichment activities and projects are planned to include hands-on STEM challenges, gardening, arts and music education and academic enrichment.

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Section 8: Recruiting and Retaining High Quality Staff

STAFFING PLAN: The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. Each school site will have a full-time Site

Coordinator overseeing the day-to-day programming supporting the academic and enrichment activities of students and families in the community learning centers.

STAFFING STRUCTURE: The PROGRAM DIRECTOR will report directly to the Director of Elementary Curriculum who in turn reports to the Executive Director of Curriculum and Professional Learning. Included is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department.

The Program Director and Junior Accountant/Bookkeeping services are an in-kind contribution, and a testament to the significant support the 21st CCLC Program will receive.
Each school will have a full-time/on-site SITE COORDINATOR who is critical to properly implementing the 21stCCLC program effectively, efficiently, and with fidelity. They will be responsible for the daily oversight of all aspects of the program and staff. In addition, they will be responsible for securing partnerships in the community in year one to sustain the program after the four-year grant has concluded.

Additional staff include CERTIFIED TEACHERS with expertise in core academic subjects who will facilitate all academic enrichment. Highly qualified teachers will be recruited from Lee and Lincoln Middle Schools as they have invaluable knowledge of the students. At least 1 certified teacher will be present during all academic activities and the staff to student ratio will be 1:10. ACTIVITY LEADERS will oversee personal enrichment activities with a ratio of 1:20 and will also support the required ratio of staff to students for academics.

ROBUST QUALIFICATIONS AND DUTIES: All staff will be responsible for completing an application which they receive from the Site Coordinator. This application will include specific requirements noting their qualifications, years of experience, certifications, etc. We also require they attach a copy of their teaching certificate to the application. In addition to our teachers being highly qualified we hire Reading and English for Speakers of Other Languages (ESOL) endorsed teachers, Exceptional Student Education (ESE) teachers and trained translators. Once we have reviewed their qualifications, hiring of the staff is determined by the Program Director with input from the school administration and Site Coordinator. Job descriptions will be provided for staff clearly outlining their responsibilities and a signature of acknowledgment is required. As a school district we have the lines of communication established for working with teachers, school administrators, as well as the administration at the district level which ensures the quality of our success. We have access to the school district's Human Resource Department system which conducts criminal background checks on all employees working directly with children before hiring. All district staff undergo a Level II background screening and at least two staff members per center will have CPR certification. In addition, staff will be screened through the Florida Background Screening Clearinghouse. 21st CCLC staff members will participate in professional development related to academic achievement through the district's Office of Professional Learning.

TRAINING PLAN FOR QUALITY IMPROVEMENT: Training plays an essential role in successful education improvement. To ensure our program is implemented with fidelity we provide initial training for the staff during the July/August months prior to the start of 21st CCLC. In addition, all program staff will participate in quarterly professional development sessions specific to the 21st CCLC Program. Training of the curriculum and other instructional materials will be completed at the beginning and throughout the year as needed. Other training topics may include increasing self-esteem through educational achievement and supporting various learning styles. The district has two in-service days during the school year where 21st CCLC training will occur. Each staff member will be responsible for reading and signing their intent/commitment to work the 21st CCLC program and comply with ethical business practices. We will create a solid foundation through individual training about the community learning center during the August/September start up months. We will utilize advance methods to improve

teacher effectiveness which will result in student achievement.
The Program Director and/or Site Coordinator will conduct four 4-hour trainings, as well as participate in the required statewide training with at least one other staff member. Training on activities, procedures, and other policies will be ongoing, as needed. Additional training may also include CPR/First Aid, EZReports, STEM curricula, child and youth development, afterschool and summer learning, family engagement, evidence-based practices, and other site-specific academics/enrichments in order to deliver an effective and successful community learning center program.

Section 9: Implementing with Fidelity

Members from the Program Team will serve as leadership of the community learning center. The Leadership Team will include school Principal, Site Coordinator and Program Director. This team will be responsible for ensuring the program is carried out with fidelity, days and hours of programming align with the program application and the activities are delivered with rigor using data to revise, adapt or eliminate programming. In addition, the leadership team will oversee staff training and the activities that are designed to provide continuous education to students.

The 21st CCLC Fidelity Plan is firmly grounded in a commitment to continuous improvement of operations, services, and outcomes. The cornerstone is a logical process of planning, data collection, analysis, reporting, and refining. As such, the plan will include three connected elements to help ensure the program being implemented is effective, efficient, and sustainable: progress monitoring, data analysis and continuous improvement.

The Continuous Improvement Model (CIM), a quality-based approach used within educational settings and particularly effective for reducing achievement gaps between student subgroups will be utilized. The model focuses upon individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on program success.

The immediate and individualized feedback provided through CIM is particularly important for implementation of the 21st CCLC program to help guide/ensure the highest impact for each student. The program will also use CIM to guide any immediate operational changes necessary to provide a high quality program, including such areas as staffing changes, adjustments, or resources to specific activities. The fidelity plan will provide a structure for generating information needed for ongoing program refinement.

The Continuous Improvement Model will support data collection within three general categories: (1) District Data; (2) Program Data; and (3) Stakeholder Data.
(1) District data will include all student demographics, state standardized tests and end-of-course exams (from prior and current years), student report card grades, student attendance during the school day, and any other additional data deemed useful for the program.
(2) Program data will include (A) student attendance (daily) and enrollment status, (B) demographics, (C) program operational information (e.g., hours, activities, facilities, staffing, and partners), and (D) adult family member data.
(3) Stakeholder data will be collected quarterly through teacher surveys, parent surveys, student surveys, and partner surveys. Survey data will be collected using electronic systems to ensure accuracy of collected data.

To further support the fidelity plan, the Principal will meet monthly with the Site Coordinator to review progress monitoring data. Data will include benchmark assessments, progress reports, quarter grades

and behavior. Data collection will be ongoing and will be used to refine program activities. The Site Coordinator will be responsible for day-to-day program operations to ensure the center is following the proposed calendar, daily schedule and activities. Oversight will occur through staff meetings, walkthroughs and lesson plans. The Program Director will perform monthly fidelity checks to confirm the community learning center is implemented as intended. Monthly Leadership Team meetings will be held to discuss findings from the fidelity checks and other collected data. Together these strategies will serve as the ongoing process to revise, adapt and/or eliminate ineffective programming.

Section 10: Project Budget
Please See attachment.

Section 11: Plan for Sustainability

With the foundation built by the 21st CCLC program and the sustainability efforts of the Program Team, impoverished and high-risk students will have continued access to free educational services. These services are designed to promote academic and personal success. By creating a vision and annual goals, conducting community outreach, advocating for support and seeking new partnerships and funding, the Program Team will be successful in sustaining the program for students and their families.
Each year the Program Team will hold quarterly meetings to establish a clear vision and goals for the program. Meetings will provide opportunities to review progress and reflect.

Duties will be assigned to each team member in order to maximize time and effort and support the four-year sustainability plan. Specifically, the full-time site coordinator will dedicate a portion of each week to the sustainability plan including contacting local businesses, churches, community organizations and outreach groups; seeking federal, state, local and private funding; building relationships with parents, students, staff and greater school community. The parent team member will advocate for resources in the community and assist with the survey data. The school administrators will continue outreach efforts with current business partners and the school community. They will assist in collaboration building, advocacy efforts and funding sources. As additional support, the Program Director will facilitate collaboration and communication between stakeholders.

The four-year sustainability plan is as follows:
Year 1: Create a vision and identify both short term and long-term goals. Develop an advocacy plan to share the vision and garner support. Begin building collaboration within the community to support the continuation of programming after funding ends. Create and administer surveys for various stakeholder groups and analyze data to monitor progress. Identify key partners for collaboration and seek funding resources.

Year 2: Revisit and revise Year 1 goals and identify progress indicators. Continue the advocacy plan. Survey data will be collected from students, families and staff related to expectations for the program along with open feedback for the coming year. Budget will be reviewed and the goal for at least two additional partnerships will be pursued so the level of services will not be impacted.

Year 3: Continued reflection on progress from Years 1 and 2 toward goals and adjustments using stakeholder feedback and new partnerships. Extra advocacy efforts will be made to increase awareness of our vision and mission. Goals for at least 2-3 additional partners will be pursued to support all levels and areas of programming. Survey data will be collected throughout the school year on the school's needs and will help monitor progress towards sustainability.

Year 4: The focus will be on identifying, combining and seeking resources to sustain the program. Partnerships and collaboration will be strengthened to support the goals and action plans moving

forward. Seek solutions for any areas of concern related to sustainability.

Lee and Lincoln Middle Schools will continue to build upon the program each year by conducting outreach efforts, securing commitments from community agencies, local businesses and partners and advocating for their program. The program's impact and positive outcomes will be shared on a regular basis to build support and awareness within the community through multiple outlets including social media.

Cohort 20 (2022-23) RFP Scope of Work/Narrative Addendum

Agency Name: MCSD Project Number: 410-2443B-3C003

Program Name: Middle School Grant – Lincoln & Lee

Use this form to add any parameters and information needed to satisfy the requirements included in the RFP. Add all items as bullet points including the section name and number.

This change includes: ☐ Additions ☐ ~~Deletions~~ ☐ Both

The following items are incorporated as part of the Scope of Work:

Please provide an updated statement with 80 and specify if afterschool will be provided for the school year. Narrative states: Eighty 6th-8th grade students for Lee Middle School are provided programming during the school year from 7:45AM - 8:45AM in the morning (before school program) and 4:15PM - 5:45PM in the afternoon (afterschool program), Monday – Friday beginning August 10, 2022 - May 19, 2023.

-

Please provide an updated statement with 80 and specify if afterschool will be provided for the school year. Narrative states: Eighty 6th-8thgrade students for Lincoln Middle School are provided programming during the school year from 7:45AM – 8:45AM in the morning **(before school program)** and 4:15PM - 5:45PM in the afternoon (afterschool program), Monday – Friday beginning August 10, 2022 - May 19, 2023.

Section 4: Building Your Program Team:

Please provide a sentence identifying the number of team members for this proposal

- **There are 7 members included on the Program Team for Lee Middle School and 8 members on the program team for Lincoln Middle.**

Section 8: Recruiting and Retaining High Quality Staff

The narrative states the following 'STAFFING PLAN: The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. Each school site will have a full-time Site Coordinator overseeing the day-to-day programming supporting the academic and enrichment activities of students and families in the community learning centers.

STAFFING STRUCTURE: The PROGRAM DIRECTOR will report directly to the Director of Elementary Curriculum who in turn reports to the Executive Director of Curriculum and Professional Learning. Included is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department.

The Program Director and Junior Accountant/Bookkeeping services are an in-kind contribution, and a testament to the significant support the 21st CCLC Program will receive.
Each school will have a full-time/on-site SITE COORDINATOR who is critical to properly implementing the 21stCCLC program effectively, efficiently, and with fidelity

Please provide in-kind line item with description for Program Director, Book-Keeper to the budget. Added

Please provide update to budget as it is currently reading 1 SC for 2 sites vs. the narrative statement. Corrected

Please provide additional statement regarding staffing plan for Paraprofessionals as outlined in the budget.

- Paraprofessionals will be used during the summer component only. They will assist certified teachers with academic instruction to maintain proper ratios as well as lead some enrichment activities.

Appendix A
Continuing Improvement 2023-24

Agency Name: Manatee County School District

Project Number: 410-2444B-4C003

Program Name: MCSD 21st Century Middle School Grant

Reason(s) for the change: The proposed changes are to operations. The proposed operations changes are outlined in the Site profile Worksheets. For one site, Lincoln Memorial Middle School, the change only impacts the before school program start and end time. For the other site, Lee Middle School, the changes are to assist Lee Middle School in serving students and staffing the program, both things they struggled with during the 2022-2023 program year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ **Both**

Narrative Language:

Section 1: Project Abstract/Summary

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2024-25

Agency Name: School District of Manatee County Project Number: 410-2445B-5C003

Program Name: Middle School Grant – Lee/Lincoln

Reason(s) for the change: There are no changes to this grant at this time.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement

Agency Name: Manatee County School District Project Number: 410-2446C-6C003

Program Name: Middle School Grant

Reason(s) for the change: There are no proposed changes to this grant for the 2025-2026 school year. Sites will continue to operate the same hours and number of days and also implementing the same activities as outlined in the approved grant narrative.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

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2025-2026 SITE PROFILE

Agency Name	Manatee County School District	Project Number	410-2446C-6C003		
Site Name	Lincoln Memorial Middle School			Zip Code	34221
Site Address:	305 17th Street East	City	Palmetto	County	Manatee
Site Contact Name:	Ronnie King	Phone	941-721-6840	Email	kingr@manateeschools.net

TARGET SCHOOLS

School Name	School-wide Information			# Targeted Students					
	Grades Served by School	Enrollment	Free and Reduced Lunch Rate	Grades Served by Program	BS	AS	SUM	W	H
Lincoln Memorial Middle School	6-8	473	100%	6-8	80	80	80		
				TOTAL	80	80	80		

BEFORE SCHOOL SITE OPERATIONS

Start Date	August 11, 2025	End Date	May 13, 2026	Total Number of Service Days	170	
Non-service days	9/1, 10/13, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/16, 3/16 – 3/23, 4/3					
	Monday	Tuesday	Wednesday	Thursday	Friday	Total hours of Before School services per typical week.
Start Time	7:45AM	7:45AM	7:45AM	7:45AM	7:45AM	
End Time	8:45AM	8:45AM	8:45AM	8:45AM	8:45AM	
Hours	1	1	1	1	1	5

AFTER SCHOOL SITE OPERATIONS

Start Date	August 11, 2025	End Date	May 13, 2026	Total Number of Service Days	168	
Non-service days	9/1, 10/13, 11/5, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/11, 2/16, 3/16 – 3/23, 4/3					
	Monday	Tuesday	Wednesday	Thursday	Friday	Total hours of After School services per typical week.
Start Time	4:15PM	4:15PM	4:15PM	4:15PM	4:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	1.5	1.5	1.5	1.5	1.5	7.5
Early Release Dates				Total Service Days	Hours/Day	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS

Service days					
	Holidays/Break	Total number of Holiday, School Break service days.		Saturday	Total number of Weekend service days.
Start Time			Start Time		
End Time			End Time		
Hours			Hours		

SUMMER SITE OPERATIONS

Start Date	June 1, 2026	End Date	July 16, 2026	Total Number of Service Days	24		
Non-service days	6/29, 6/30, 7/1, 7/2						
	Monday	Tuesday	Wednesday	Thursday	Friday 6/21 only	Saturday	Total hours of Summer services per typical week.
Start Time	8:00AM	8:00AM	8:00AM	8:00AM	8:00am		
End Time	1:00PM	1:00PM	1:00PM	1:00PM	1:00pm		
Hours	5	5	5	5	5		20

ADULT FAMILY MEMBER SERVICES

Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	Total Number of Adult Family Members Served	20

STUDENT/TEACHER RATIO

Academic Ratio	1:10	Personal Enrichment Ratio	1:20

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2025-2026 SITE PROFILE

Agency Name	Manatee County School District	**Project Number**			410-2446C-6C003
Site Name	Eletra Lee Magnet Middle School			**Zip Code**	34210
Site Address:	4000 53rd Avenue West	**City**	Bradenton	**County**	Manatee
Site Contact Name:	Kimone Cooper	**Phone**	941-727-6500	**Email**	Cooper2k@manateeschools.net

TARGET SCHOOLS

School Name	School-wide Information			# Targeted Students					
	Grades Served by School	Enrollment	Free and Reduced Lunch Rate	Grades Served by Program	BS	AS	SUM	W	H
Electra Lee Magnet Middle School	6-8	731	100%	6-8	80	80	80		
				TOTAL	80	80	80		

BEFORE SCHOOL SITE OPERATIONS

Start Date	August 11, 2025	**End Date**	May 13, 2026	**Total Number of Service Days**		170
Non-service days	9/1, 10/13, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/16, 3/16 – 3/23, 4/3					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time	7:00am	7:00am	7:00am	7:00am	7:00am	
End Time	8:30am	8:30am	8:30am	8:30am	8:30am	
Hours	1.5	1.5	1.5	1.5	1.5	7.5

AFTER SCHOOL SITE OPERATIONS

Start Date	August 11, 2025	**End Date**	May 13, 2026	**Total Number of Service Days**		168
Non-service days	9/1, 10/13, 11/5, 11/11, 11/24 - 11/28, 12/22 – 1/5, 1/19, 2/11, 2/16, 3/16 – 3/23, 4/3					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**
Start Time	4:15PM	4:15PM	4:15PM	4:15PM	4:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	1.5	1.5	1.5	1.5	1.5	7.5
Early Release Dates				**Total Service Days**	**Hours/Day**	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS

Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS

Start Date	June 1, 2026	**End Date**	July 16, 2026	**Total Number of Service Days**			24
Non-service days	6/29, 6/30, 7/1, 7/2						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday (6/21 Only)**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time	8:00AM	8:00AM	8:00AM	8:00AM	8:00AM		
End Time	1:00PM	1:00PM	1:00PM	1:00PM	1:00PM		
Hours	5	5	5	5	5		20

ADULT FAMILY MEMBER SERVICES

Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STUDENT/TEACHER RATIO

Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

AGENDA ITEM NO. 9.9

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Cortes Family Physicians, P.A. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2025-2028 School Years (No Financial Impact)

Executive Summary
The School District has, over the years, contracted with providers for clinical experience and/or on the job training for district students.

In order for the students to participate in this type of clinical or on the job experience, it is necessary for the participating office to sign an agreement with the School 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 Medical Assisting: Cortes Family Physicians, P.A.- Dr. Cristobal Eduardo Cortes - Owner

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the renewal agreement between the School District of Manatee County and Cortes Family Physicians, P.A. for clinical experience for Manatee Technical College (MTC) Medical Assisting students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Clinical Experience Agreement with Cortes Family Physicians, P.A.

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Cortes Family Physicians, P.A.

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Cortes Family Physicians, P.A., a Florida for profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Affiliate and District hereby agree as follows:

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during

regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

A. Observational educational and practice experiences in the patient units and clinics and in other departments.

B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in

Exhibit A and shall require their respective personnel and Students to comply with same.

7. **INSURANCE:** During the term of this Agreement and any extension thereof, District shall maintain, at its own cost and expense, professional liability insurance for all assigned students with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, District agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement.

Affiliate shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that Affiliate and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to District annually unless requested earlier. Affiliate shall give District thirty (30) days prior written notice to the extent Affiliate has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify District. In the event that Affiliate maintains claims-made coverage, and Affiliate's coverage is terminated within three (3) years of the date on which District ceases to participate or have Students participate in the Experience or District employees facilitate participation in the Experience pursuant to this Agreement, Affiliate Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which District, any Student or any District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by District.

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June 30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this

paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

E. Governing Law: This Agreement will be governed by the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both

parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

R. Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Affiliate will in no way be a cause for relief from responsibility.

Affiliate shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

S. Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

T. Tax Exemptions: When purchasing directly from a supplier, District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the

subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

X. Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

Y. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Cortes Family Physicians, P.A. and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____

By: _____

Superintendent, School District of Manatee County

Date_____

By: _____

Chair, School Board of Manatee County

Date_____

By: _____

General Counsel

Date 5/20/25

By: _____

(Affiliate Authorized Signature)

Title: Doctor - owner.

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

In the event a Student is exposed to blood or other potentially infectious materials, Affiliate, business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed Student to sign and date. Affiliate shall immediately call the Adult Health Occupations Administrator at the College and provide a signed copy of the attached ***Notification Letter for Adult Health Occupation Student*** to them and retain a copy for their records. Affiliate shall immediately advise the exposed Student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. Affiliate shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the Student through their designated licensed healthcare professional. Affiliate shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County, Florida, and Affiliate are not responsible for the payment of costs related to a Student's post-exposure evaluation, prophylaxis, counseling or treatment. The Student is responsible for the payment of all costs related to exposure evaluation and treatment.

School District of Manatee County

P.O. Box 9069
Bradenton, Florida 34206-9069

Kevin Chapman
INTERIM SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
*Chad Choate III, CHAIR**
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 11/20/24

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: Cortes family Physicians

Address: 5712 21st Avenue West Bradenton, FL 34209

Phone Number: 941 795 0105

Authorized Representative's Name: Cristobal E Cortes

Authorized Representative's Title: Doctor - Owner

Email Address: info@cortesfamilyphysicians.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School District of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

*

Signature of Authorized Representative

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER:

DATE: 07/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED: CRISTOBAL CORTES, DO
5712 21ST AVE W
BRADENTON, FL 34209

INSURERS AFFORDING COVERAGE

INSURER A: The Medical Protective Company
5814 Reed Road, Fort Wayne, IN 46835
NAIC number - 11843; www.medpro.com
Specialty: FAMILY MEDICINE

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ PER CLAIM $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS-COMP/OP AGG $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Each accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	PROFESSIONAL LIABILITY ☐ OCCURRENCE ☒ CLAIMS MADE RETRO DATE: 07/18/2000	650451	07/18/2024	07/18/2025	PER OCCURRENCE $ PER CLAIM $ 250,000 ANNUAL AGGREGATE $ 750,000
	EXCESS LIABILITY ☐ OCCURRENCE ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EA ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER: EMPLOYMENT PRACTICES LIABILITY DEFENSE COVERAGE RETRO DATE:				PER OCCURRENCE LIMIT OF DEFENSE $ AGGREGATE LIMIT OF DEFENSE $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SEE POLICY FOR SPECIFIC COVERAGE INFORMATION/SPECIAL PROVISIONS

SC CORTES FAMILY PHYSICIANS PA

CERTIFICATE HOLDER:	CANCELLATION
CRISTOBAL CORTES 5712 21ST AVE W BRADENTON, FL 34209	THE MEDICAL PROTECTIVE COMPANY WILL NOT BE RESPONSIBLE FOR INFORMING THE CERTIFICATE HOLDER OF ANY CHANGES IN COVERAGE OR IN THE LIMITS OF LIABILITY OR IN THE EVENT OF THE TERMINATION OR CANCELLATION OF THE POLICY. The Medical Protective Company Representative

COI 1000 01/11

Detail by Entity Name

Florida Profit Corporation
CORTES FAMILY PHYSICIANS, P.A.

Filing Information

Document Number	P00000025236
FEI/EIN Number	65-0993045
Date Filed	03/10/2000
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	10/06/2003
Event Effective Date	NONE

Principal Address

5712 21ST AVE W
BRADENTON, FL 34209

Changed: 04/21/2011

Mailing Address

5712 21ST AVE W
BRADENTON, FL 34209

Changed: 04/21/2011

Registered Agent Name & Address

CORTES, EDUARDO C
5712 21ST AVE, W
BRADENTON, FL 34209

Name Changed: 04/29/2010

Address Changed: 03/29/2006

Officer/Director Detail

Name & Address

Title P

5712 21ST AVE, W
BRADENTON, FL 34209

Annual Reports

Report Year	Filed Date
2022	04/22/2022
2023	03/01/2023
2024	04/22/2024

Document Images

04/22/2024 -- ANNUAL REPORT	View image in PDF format
03/01/2023 -- ANNUAL REPORT	View image in PDF format
04/22/2022 -- ANNUAL REPORT	View image in PDF format
04/02/2021 -- ANNUAL REPORT	View image in PDF format
06/22/2020 -- ANNUAL REPORT	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
04/19/2018 -- ANNUAL REPORT	View image in PDF format
03/31/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
03/14/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- ANNUAL REPORT	View image in PDF format
04/23/2013 -- ANNUAL REPORT	View image in PDF format
04/28/2012 -- ANNUAL REPORT	View image in PDF format
04/21/2011 -- ANNUAL REPORT	View image in PDF format
04/29/2010 -- ANNUAL REPORT	View image in PDF format
07/08/2009 -- ANNUAL REPORT	View image in PDF format
02/18/2008 -- ANNUAL REPORT	View image in PDF format
02/14/2007 -- ANNUAL REPORT	View image in PDF format
03/29/2006 -- ANNUAL REPORT	View image in PDF format
02/24/2005 -- ANNUAL REPORT	View image in PDF format
05/13/2004 -- ANNUAL REPORT	View image in PDF format
10/06/2003 -- Name Change	View image in PDF format
03/21/2003 -- REINSTATEMENT	View image in PDF format
03/10/2000 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 9.10

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and The Hound Lounge LLC for On-The-Job Training for Exceptional Student Education Students for June 2025-June 2028 (No Financial Impact)

Executive Summary
The School Board has, over the years, contracted with numerous providers for on-the-job training (OJT) career experiences for Exceptional Student Education (ESE) students as they transition from school to work.

In order for students to continue to fully participate in this type of on-the-job career experience program, it is necessary for each of the participating providers to sign an agreement with the school system.

This agreement will provide high school ESE students who are enrolled in a career experience course to earn elective credits towards a standard diploma. The program satisfies course credit requirements, as well as places emphasis on career and employability skills. An ESE teacher or job coach will provide supervision of the students. In addition, for ESE students who qualify for supported employment services through Vocational Rehabilitation (VR), Employment Specialists will assist both businesses and ESE students regarding work accommodations and modifications when necessary for job success. Students that participate in the OJT program at this job site will be taught, but are not limited to, skills in maintenance, custodial, and stocking skills.

A copy of the agreement is attached for review.

New Agreement: The Hound Lounge LLC-Amanda Aaron

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 4
Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and The Hound Lounge LLC for on-the-job training for Exceptional Student Education students for June 2025-June 2028 (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Career Experience agreement with The Hound Lounge LLC

The School District of Manatee County, Florida
Affiliation Agreement for Career Experience with The Hound Lounge LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and The Hound Lounge, a Florida limited liability company (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that students enrolled in the Career Experience Program and qualified as Exceptional Students, are provided the opportunity and benefit of the facilities of Affiliate for gainful employability skills and workplace competencies.

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. District shall provide a Teacher of Exceptional Education/Job Coach (Teacher) to be available on a daily basis to work with the identified students. Teacher will collaborate with the assigned site personnel to ensure that students' meet identified curriculum framework competencies and has the authority, after consultation with Affiliate, to discontinue the training of any student when Teacher deems discontinuance appropriate.

   B. District shall provide transportation for the students to the worksite and back to the selected school center each day.

   C. District shall require all participating students subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to Affiliate if requested.

   D. District shall provide general liability "student in practicum" insurance coverage, covering any negligent acts committed by a student while enrolled in any on-the-job educational training programs.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith.

   A. The personnel of Affiliate will recognize students as participants in an educational program 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 District that it is licensed to operate in the State of Florida.

   C. Affiliate shall designate personnel to serve as role-model trainers for students.

D. Affiliate shall not compensate students for their participation in the career experiences.

E. 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 Teacher. 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 District and specifically the Teacher.

F. Affiliate shall maintain business liability insurance.

G. Affiliate shall identify work areas for training students as deemed appropriate by Affiliate's management staff.

H. Affiliate shall provide on-site supervision in specified training areas with the cooperation of the Teacher.

I. Affiliate shall consider students who meet competency requirements for future employment.

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 of its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **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.

5. **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. Neither District, 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. District shall be responsible for compliance by District, by its personnel, and by the students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

6. **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.

7. INDEPENDENCE OF THE PARTIES:

Affiliate is an independent contractor and District has no supervisory authority or control over Affiliate or Affiliate's employees in the performance of this Agreement. Neither Affiliate nor Affiliate's employees shall be deemed agents or employees of District and any representation to the contrary by Affiliate or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Affiliate shall not employ, contract with, or otherwise use the services of any officer or employee of District. Affiliate 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.

8. 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, 2025. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

9. 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. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers,

employees, and agents, and the School District 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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,** The Hound Lounge, LLC and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
General Counsel

Date 6/2/25 By:

_____
(Affiliate Authorized Signature)

Title: Owner

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: The Hound Lounge LLC

Address: 8722 SR 70 Bradenton Fl 34203

Phone Number: 941-751-1750

Authorized Representative's Name: Amanda Aaron

Authorized Representative's Title: Owner

Email Address: Thehoundloungefl@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School District of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

AGENDA ITEM NO. 9.11

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Jahd Inc. d/b/a Sarasota Apothecary for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2025-2028 School Years (No Financial Impact)

Executive Summary
The School District has, over the years, contracted with providers for clinical experience and/or on-the-job training for district students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School 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: Jahd Inc. d/b/a Sarasota Apothecary-Dr. Jillian Manning-Owner

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the new agreement between the School District of Manatee County and Jahd Inc. d/b/a Sarasota Apothecary for clinical experience for Manatee Technical College (MTC) Pharmacy Technician students for the 2025-2028 school years (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Clinical Experience Agreement with Jahd Inc. dba Sarasota Apothecary

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Jahd Inc. d/b/a Sarasota Apothecary

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Jahd Inc. d/b/a Sarasota Apothecary, a Florida profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Affiliate and District hereby agree as follows:

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, and will be willing to cooperate as appropriate to make arrangements for teaching situations for Students that will contribute to their growth and development of skills.

B. Affiliate shall certify to the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. Affiliate shall provide Students with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Assistant Director of the College and the Coordinator. Affiliate shall not be responsible for notifying the appropriate emergency contact for Students; all responsibility to notify appropriate emergency contacts for Students shall fall upon the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during

regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the Experience, plus any equipment, expendable supplies and services necessary for the proper operation of the Experience. In connection with the foregoing, Affiliate shall be responsible for compliance by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

A. Observational educational and practice experiences in the patient units and clinics and in other departments.

B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, or any other classes which are considered protected classes by State and/or Federal law.

6. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and Students to report any incident/injury that occurs during the Experience or that is witnessed as having occurred at any Location of Affiliate. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in

Exhibit A and shall require their respective personnel and Students to comply with same.

7. **INSURANCE:** During the term of this Agreement and any extension thereof, District shall maintain, at its own cost and expense, professional liability insurance for all assigned students with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, District agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement.

   Affiliate shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that Affiliate and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to District annually unless requested earlier. Affiliate shall give District thirty (30) days prior written notice to the extent Affiliate has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify District. In the event that Affiliate maintains claims-made coverage, and Affiliate's coverage is terminated within three (3) years of the date on which District ceases to participate or have Students participate in the Experience or District employees facilitate participation in the Experience pursuant to this Agreement, Affiliate Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which District, any Student or any District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by District.

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **TERM; EXTENSION; TERMINATION:**

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June 30, 2028. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2028.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to engage in good faith negotiations towards amending the Agreement.

10. **MISCELLANEOUS PROVISIONS:**

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this

paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a charter school, this Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

E. Governing Law: This Agreement will be governed by the laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this Agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

F. Relationship of Parties: The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the District does not direct or control the work or services to be performed, or how to perform such work or services under this Agreement.

G. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both

parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

H. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

I. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District

J. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

K. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

L. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

M. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this Agreement for convenience upon written notice.

N. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

O. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

P. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

    i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

Q. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112, Florida Statutes.

R. Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by Affiliate will in no way be a cause for relief from responsibility.

Affiliate shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

S. Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

T. Tax Exemptions: When purchasing directly from a supplier, District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

U. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

V. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

W. Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind-altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the

subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

X. Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

Y. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Jahd Inc. d/b/a Sarasota Apothecary and The School District of Manatee County, Florida have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

Date_____ By: _____

General Counsel

Date 5-29-2025 By: _____

(Affiliate Authorized Signature)

Title: Pharmacist in Charge / Owner

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

In the event a Student is exposed to blood or other potentially infectious materials, Affiliate, business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed Student to sign and date. Affiliate shall immediately call the Adult Health Occupations Administrator at the College and provide a signed copy of the attached ***Notification Letter for Adult Health Occupation Student*** to them and retain a copy for their records. Affiliate shall immediately advise the exposed Student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment. Affiliate shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the Student through their designated licensed healthcare professional. Affiliate shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information. The School District of Manatee County, Florida, and Affiliate are not responsible for the payment of costs related to a Student's post-exposure evaluation, prophylaxis, counseling or treatment. The Student is responsible for the payment of all costs related to exposure evaluation and treatment.

School District of Manatee County
P.O. Box 9069
Bradenton, Florida 34206-9069

Kevin Chapman
INTERIM SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Chad Choate III, CHAIR*
Cindy Spray, Vice Chair
Heather Felton
Charlie Kennedy
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____.
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This is a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 11/20/24

Vendor Affidavit Regarding the Use of Coercion for Labor and Services

Vendor Name: JAHD Inc. dba Sarasota Apothecary

Address: 8620 S. Tamiami Trail Suite N-P Sarasota, FL 34238

Phone Number: 941-218-4090

Authorized Representative's Name: Jillian Manning

Authorized Representative's Title: Pharmacist in Charge/Owner

Email Address: SarasotaApothecary@gmail.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School District of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined:
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Jillian Manning

Signature of Authorized Representative

CUSTOMER NUMBER: 0100011241

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2025

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

PHARMACISTS MUTUAL INSURANCE GROUP
808 HIGHWAY 18 W
PO BOX 370
ALGONA IA 50511-0370

CONTACT NAME:
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

JAHD INC
SARASOTA APOTHECARY
8620 S TAMIAMI TRL STE N-P
SARASOTA FL 34238-3049

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 CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY __ PRO-JECT __ LOC OTHER	Y	N	VST 0005159 01	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WATER LEGAL LIABILITY	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 3,000,000 $ 2,000,000 $ Included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY | SCHEDULED AUTOS HIRED AUTOS ONLY | NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB | OCCUR EXCESS LIAB | CLAIMS-MADE DED | RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTIONS OF OPERATIONS below						PER STATUTE | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Premises 1, Building 1
SARASOTA APOTHECARY
8620 S TAMIAMI TRL STE N-P, SARASOTA, FL 34238-3049

CERTIFICATE HOLDER - ADDITIONAL INSURED

MANAGERS OR LESSORS OF PREMISES

OAKS CENTER LLC
8429 LORRAINE RD STE 426
LAKEWOOD RANCH FL 34202-9010

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

Michelle Chally

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CUSTOMER NUMBER: 0100011241
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		JAHD INC SARASOTA APOTHECARY 8620 S TAMIAMI TRL STE N-P SARASOTA FL 34238-3049
POLICY NUMBER VST 0005159 01		
CARRIER PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC CODE 13714	EFFECTIVE DATE: 06/01/25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE

If the policy noted on this certificate is not in effect, this proof of coverage is not valid.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

CUSTOMER NUMBER: 0100011241

DATE (MM/DD/YYYY) 05/02/2025

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PRODUCER
PHARMACISTS MUTUAL INSURANCE GROUP
808 HIGHWAY 18 W
PO BOX 370
ALGONA IA 50511-0370

CONTACT NAME:
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
JAHD INC
SARASOTA APOTHECARY
8620 S TAMIAMI TRL STE N-P
SARASOTA FL 34238-3049

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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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			VST 0005159 01	06/01/2025	06/01/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							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	$ Included
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCV 0163363 06	06/01/2025	06/01/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTIONS OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	PHARMACY SERVICES PROFESSIONAL LIABILITY - CLAIMS MADE			PSP 0165157 01 Retro Date 06/01/2024	06/01/2025	06/01/2026	PER OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 3,000,000
							RX PRODUCTS	Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Remarks for Location Schedule
See Individual Policy Declarations for more information

CERTIFICATE HOLDER

FOR EVIDENCE ONLY

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
Michelle Chally

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CUSTOMER NUMBER: 0100011241
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		JAHD INC SARASOTA APOTHECARY 8620 S TAMIAMI TRL STE N-P SARASOTA FL 34238-3049
POLICY NUMBER VST 0005159 01		
CARRIER PHARMACISTS MUTUAL INSURANCE COMPANY	NAIC CODE 13714	EFFECTIVE DATE: 06/01/25

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: EVIDENCE OF COMMERCIAL LIABILITY INSURANCE

If the policy noted on this certificate is not in effect, this proof of coverage is not valid.

PREMISES SCHEDULE

1 - 1	SARASOTA APOTHECARY 8620 S TAMIAMI TRL STE N-P, SARASOTA, FL 34238-3049

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DIVISION OF CORPORATIONS

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Filing History

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Fictitious Name Detail

Fictitious Name

SARASOTA APOTHECARY

Filing Information

Registration Number	G16000109661
Status	ACTIVE
Filed Date	10/07/2016
Expiration Date	12/31/2026
Current Owners	1
County	SARASOTA
Total Pages	2
Events Filed	1
FEI/EIN Number	81-4072735

Mailing Address

8620 S. TAMIAMI TRAIL
SUITE N-P
SARASOTA, FL 34238

Owner Information

JAHD INC.
8620 S. TAMIAMI TRAIL SUITE N-P
SARASOTA, FL 34238
FEI/EIN Number: N/A
Document Number: P16000078609

Document Images

10/07/2016 -- Fictitious Name Filing View image in PDF format

06/23/2021 -- Fictitious Name Renewal Filing View image in PDF format

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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
JAHD INC.

Filing Information

Document Number	P16000078609
FEI/EIN Number	81-4072735
Date Filed	09/26/2016
State	FL
Status	ACTIVE

Principal Address

8620 S. TAMIAMI TRAIL
SUITE N-P
SARASOTA, FL 34208

Mailing Address

8620 South Tamiami Trail
Suite N-P
Sarasota, FL 34238

Changed: 02/25/2017

Registered Agent Name & Address

Manning, JILLIAN
8620 S. TAMIAMI TRAIL
SUITE N-P
SARASOTA, FL 34208

Name Changed: 05/12/2023

Address Changed: 01/26/2018

Officer/Director Detail

Name & Address

Title President

Manning, Jillian
8620 S. TAMIAMI TRAIL
SUITE N-P
SARASOTA, FL 34238

Title VP

Kadibhai, Akberali
8620 S. TAMIAMI TRAIL
SUITE N-P
SARASOTA, FL 34238

Title Board Member

Ballard, Brent
8620 S. TAMIAMI TRAIL
SUITE N-P
SARASOTA, FL 34238

Title Board Member

Lahr, Bradley
8620 S. TAMIAMI TRAIL
SUITE N-P
SARASOTA, FL 34238

Annual Reports

Report Year	Filed Date
2023	01/31/2023
2024	02/06/2024
2025	02/10/2025

Document Images

02/10/2025 -- ANNUAL REPORT	View image in PDF format
02/06/2024 -- ANNUAL REPORT	View image in PDF format
05/12/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
03/12/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
02/05/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/26/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
02/25/2017 -- ANNUAL REPORT	View image in PDF format
09/26/2016 -- Domestic Profit	View image in PDF format

AGENDA ITEM NO. 9.12

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the Memorandum of Understanding (MOU) Between the School Board of Manatee County, Florida and the Jewish Family & Children's Service of the Suncoast, Inc for the 2025-2026 School Year (No Financial Impact)

Executive Summary
This Memorandum of Understanding (MOU) is established between the School Board of Manatee County, Florida, and the Jewish Family & Children's Services of the Suncoast, Inc. (JFCS) to collaboratively provide counseling, social services, and support to middle school students and their families throughout Manatee County.

Under this agreement, the School District of Manatee County will designate appropriate space within its facilities for JFCS to deliver on-site counseling and support services.

JFCS headquartered in Sarasota, Florida, brings extensive experience in serving vulnerable populations, including at-risk youth. The organization offers a comprehensive range of programs that foster mental health, family stability, and community resilience.

All student participants must receive parent/guardian consent.

The School District of Manatee County and the Jewish Family & Children's Service of the Suncoast, Inc. will work in partnership to benchmark program outcomes, share best practices, and strengthen community partnerships to enhance the reach and impact of services provided.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent approves the Memorandum of Understanding (MOU) Between the School Board of Manatee County, Florida and the Jewish Family & Children's Service of the Suncoast, Inc for the 2025-2026 School Year (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: **Student Services**
Initiated by: **Lisa Lyon**

Attachments:
Jewish FamilyChildrenServices

Memorandum of Understanding (MOU)

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

AND

JEWISH FAMILY & CHILDREN'S SERVICE OF THE SUNCOAST, Inc.

This Agreement is entered into effective July 1, 2025, by and between the SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a body corporate (hereinafter referred to as "The Board"), and the Jewish Family & Children's Service (hereinafter referred to as "JFCS" or "Agency"), for the purpose to delineate the relationship and responsibilities shared by JFCS and the Board regarding services provided to students through counseling offered by JFCS for middle school students in Manatee County.

JFCS AGREES:

A. To provide counseling, social services, and support to children and families eligible to receive services through different modalities upon receipt of authorization for such services and to incorporate community referrals when necessary.

B. JFCS shall ensure that all volunteers, employees, or agents who will be present on school grounds at any time during the term of this Agreement, have been properly screened and trained, which shall include but not limited to orientation, in-depth interview, reference checks, police background checks and fingerprinting as provided by Florida Law. The Agency will furnish the following to the School District of Manatee County Office of Safety and Security before any of its volunteers, employees or agents will be permitted on school grounds while students are present:

(i) This attestation (in a form acceptable to the Board) that the Agency has conducted Level 2 background checks for all candidates consistent with the requirements of Section 435.04, Fla. Stat. which shall be executed by the Agency's President or CEO, or the Director of the services being provided under this Agreement.

(ii) The attestation and the updated background checks must include all employees, volunteers or agents needing a badge and shall be updated regularly for each additional person providing services under this Agreement for each subsequent year of this Agreement.

(iii) Agency will immediately furnish to the School District of Manatee County Office of Safety and Security any notifications of arrest it receives with respect to volunteers,

employees or agents who had a badge issued by the Board. The Agency will bear the cost of the fingerprinting/background checks. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the Board pursuant to Florida Law.

C. JFCS shall provide appropriate supervision and evaluation of clinical staff.

D. JFCS shall ensure that its volunteers, employees and agents will follow applicable state and federal laws and regulations at all times in performing services under this Agreement.

THE BOARD AGREES:

A. To facilitate access to school faculty at the those locations where services are provided for an overview of the program, its eligibility criteria and referral process.

B. To provide an appropriate space for JFCS at any school location where counseling services are provided by said JFCS member.

C. No monetary payment or reimbursement between parties is associated with this Agreement.

Terms and Conditions

A. Upon termination of this Agreement, by either party, the Originating Department within Manatee County Schools will notify the School District of Manatee County Office of Safety and Security of that change on status and JCFS will assist with collection of all badges issued pursuant this agreement.

B. 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.)

C. The School District of Manatee County and State of Florida requires all Providers/subcontractors to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals, or entities under contract with the School District are required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School District related to the failure to comply with Section 1012.465 and Section 1012.32 Fl or i d a Statutes. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

D. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both

parties.

E. This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws and 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. The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

G. The Provider agrees to defend indemnify and hold harmless the School District, their agents, employees, officers, and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable, the Provider will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

H. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of2008.

I. The parties acknowledge and agree that the School District, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

J. The Provider will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the district. These standards, as defined in School Board Policies, will apply not only to employees of the Provider, but also to the employees of its sub- contractors.

K. If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

L. The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as an act of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications, or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

M. The Provider agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Notwithstanding the foregoing, the parties acknowledge and agree that the alternative education program the Provider offers pursuant to this Agreement is a single-sex program, and student enrollment is limited to girls.

N. This agreement is subject to the requirement by Executive Order 12549, Department and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

O. Termination for Cause. The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause

P. Termination for Convenience. Termination of this contract in completely or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

Q. CUSTODIAN OF PUBLICRECORDS:

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

215 Manatee
Avenue W.
Bradenton, Florida
34205
(941) 708-8770
publicrecords@manateeschools.net

R. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et. seq. Provider hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

S. In accordance with the School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

T. Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Provider will in no way be a cause for relief from responsibility. The Provider shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The Provider must not be in violation of any zoning or other ordinances in the performance of this contract.

U. All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

V. When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

W. All Providers, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

X Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park

their vehicle on School District property. Furthermore, no person may possess or bring a firearm on the School District property. If any employee or independent contractor of the Provider, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Provider. If a sub-contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub- contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" has the meaning given in Subsection 790.001(6) Florida Statutes.

Y. Employment on the project by the Provider, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Provider agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Provider does not comply with this provision.

Z 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 Provider's employees or independent contractors or its sub- contractors' employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Provider. If a sub- contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub- contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

AA This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit, or attachment.

BB Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to

verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E- Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. The Contracted Site agrees to execute the attached E-Verify form annexed to this agreement.

{THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK}

IN WITNESS THEREOF, the parties hereto have caused this seven (7) page Agreement to be executed by their undersigned officials as duly authorized.

School Board of Manatee County

_____ _____

Superintendent, School District of Manatee County Date

_____ _____

Chair, School District of Manatee County Date

_____ _____

General Counsel Date

Jewish Family & Children's Service of the Suncoast, Inc.

Helen Latman 5/21/25

Chief Executive Officer Date

AGENDA ITEM NO. 9.13

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County to Provide Funding for Four (4) Paraprofessional Positions for the 2025-2026 School Year (No Financial Impact)

Executive Summary
The Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County is to provide funds to be applied to the salary cost of four (4) Paraprofessionals in the School District of Manatee County to support the United Way Suncoast, Inc. Big Ten Plan cohort children (bilingual/biliterate strongly preferred). The funds will provide additional assistance and support to boost literacy gains of our children attending first grade at select elementary schools.

The United Way intends to invest $150,000.00 for the period commencing July 1, 2025, and ending June 30, 2026, which the School District of Manatee County will receive and distribute, as salary, to the hiring of one (1) paraprofessional at each of the following four (4) Manatee County Elementary Schools:

1. Ballard Elementary
2. Oneco Elementary
3. Palm View Elementary
4. Palmetto Elementary

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Recommendation

The Superintendent recommends approval of the Memorandum of Understanding (MOU) between United Way Suncoast, Inc. and the School District of Manatee County for the purpose to provide funds to be applied to salary cost of four (4) paraprofessionals for the 2025-2026 School Year (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Alison Nichols

Attachments:
UW MOU_SDMC_FY26

MEMORANDUM OF UNDERSTANDING

between

United Way Suncoast, Inc.

And

School District of Manatee County

United Way Suncoast, Inc. ("UWS") and School District of Manatee County ("Partner") enter into this Memorandum of Understanding (the "Agreement") for the purpose to provide funds to be applied to salary cost of four Paraprofessionals to support our Big Plan cohort children, bilingual/biliterate strongly preferred.

Purpose:	The funds will provide additional assistance and support to boost literacy gains of our Big 10 cohort children in 1st grade at Palm View, Oneco, Palmetto and Ballard Elementary Schools.
Contract Date:	July 1, 2025 – June 30, 2026
Funding Agreement:	UWS reserves the right to amend or terminate this Agreement if performance expectations by the Agency are not met or if any other significant concerns related to the Partner's accountability emerge.
Contract Amount:	United Way intends to invest $150,000 for the period commencing July 1, 2025, and ending June 30, 2026.
Payment Dates:	Payment of funds shall be made on a quarterly basis, beginning July 2025, with final payment in April 2026, via Electronic Funds Transfer (EFT).
Payment Type:	The Partner's bank information must be submitted, via secure email, to accountspayable@uwsuncoast.org .

The Parties Agree to the following:

Recipient Organization Criteria: Partner will hire Paraprofessionals as outlined below:

- 1 at Palm View Elementary
- 1 at Oneco Elementary
- 1 at Palmetto Elementary
- 1 at Ballard Elementary

Paraprofessionals will support The Big Plan cohort, of at least 20 identified 1st grade children, per school, in the 2025/2026 school year. Paraprofessionals will ensure consistent contact with families for the duration of this MOU. Paraprofessionals will contact UWS team with any needed resources/referrals for cohort children/families.

Funding Use: Funding will be applied to the salary cost, $37,500 per paraprofessional, of four Paraprofessionals throughout the 2025/2026 school year.

Reporting Requirements: Partner will be required to report back to UWS. Partner agrees to the following:

To provide data collection and individual data with unidentifiable student information, for student groups of 10 or more, and the management processes needed to ensure that continuous progress is made in areas that are supported by the provider. This includes:

- Improved progress toward grade level proficiency, including STAR Renaissance data 3 times/year (Progress Monitoring 1, 2, and 3, overall relative placement)

- Absences
- Demographic data – Male/Female, ELL/ESOL, Race, Ethnicity

Use of Data: The data to be collected and analyzed, and then shared with UWS to be used to:

- Evaluate progress of the initiatives and programs
- Share progress with community
- Inform next steps

Timeline for data dissemination: Three times per year: September/October, February/March and June for STAR Renaissance data. Data will be submitted three times per year, as outlined above, directly to Nicole Brown at nbrown@uwsuncoast.org.

Marketing and social media: Add the UWS "Community Impact Investment Partner" badge to Partner's website, if applicable, either on the home page, a page dedicated to the funded program, or another appropriate location. A digital copy of this seal will be provided. The badge or accompanying description should be hyperlinked back to www.unitedwaysuncoast.org. Partners who would like additional technical assistance to add this badge may ask for help by reaching out to communtyinvestments@uwsuncoast.org

Agency Changes: Partner agrees to notify UWS immediately, in writing, should there be changes in staffing or programming that impacts the services provided by Partner.

Indemnity: To the extent permitted by law, the Partner agrees to fully indemnify, protect, defend, and hold harmless UWS for any actions taken by Partner, any and all liabilities of Partner, any and all claims, penalties, expenses and/or judgments against Partner related to this Agreement. Partner agrees to pay for all legal fees and costs of UWS for any action or suit, filed or unfiled, related to this Agreement.

Insurance Requirement: As a condition of funding, UWS requires Partner to have general liability insurance in the amount of $1,000,000. Partner will list UWS as "additional insured on a primary and non-contributory basis" on their general liability policy. Partner shall provide a copy of Partner's policy to UWS before receiving any funding. The insurance policy must remain in effect for so long as Partner disburses funding pursuant to this Agreement.

Dispute Resolution: Should a dispute arise regarding this Agreement, the parties agree that any action taken shall be filed in the Thirteenth Judicial Circuit in Hillsborough County, Florida.

Choice of Law: The parties agree that this Agreement is subject to the laws of the state of Florida.

Termination of Agreement and Consent of Judgment: Should UWS, in its sole discretion, terminate this Agreement, a full and complete accounting of all funds received from UWS and allocated by Partner shall be due to UWS within three (3) days of notice of the termination of this Agreement. Partner shall be responsible for the return to UWS of any and all funds allocated outside of the scope of the Funding Use section of this Agreement, as well as any unallocated funds. The return of these funds to UWS by Partner shall occur within five (5) days after UWS sends to Partner a demand for the return of funds. Should these funds not be returned to UWS by Partner within five (5) days, Partner hereby agrees to a Consent of Judgment against Partner and in favor of UWS. Partner shall be responsible for all legal fees and costs relating to the filing, litigating, and collecting of such Judgment.

Signature: The signatures below signify understanding and agreement to the contents and terms of this Agreement. This Agreement must be signed by Partner's CEO, President or Executive Director and returned to the UWS Program Administrator. One fully executed copy will be kept by UWS and one copy will be retained by the recipient organization.

CONTRACTOR E-VERIFY NUMBER: 1685029

	Bronwyn Beightol
Name (please print)	Name (please print)
	United Way Suncoast
Organization	Organization
	Chief Impact Officer
Title	Title
	Signed by: Bronwyn Beightol 6725A85E319D466...
Signature	Signature
	6/6/2025
Date	Date

AGENDA ITEM NO. 9.14

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Renew the State of Florida Voluntary Pre-Kindergarten Education Program Provider Contract Between the School District of Manatee County and the Early Learning Coalition of Manatee County for the 2025-2026 School Year (No Net Financial Impact)

Executive Summary
Voluntary Prekindergarten (VPK) is a program that is funded by the Division of Early Learning at the Florida Department of Education. The School District of Manatee County (SDMC) offers the VPK program free of charge to families as either a 540-instructional hour school year program or a 300-instructional hour summer program. Families may select either the school year or the summer program but not both. All children who reside in Florida, turning four by September 1st of the school year, are eligible to participate in a VPK program.

The School District of Manatee County's Title I program provides a certified teacher in each VPK classroom and extended day opportunities for qualifying prekindergarten students at select Title I elementary schools. The extended preschool day provides students with additional opportunities to master developmental standards that will prepare them for kindergarten.

Title I preschool classrooms receive additional support, resources, professional development, and specialists to close the achievement gap.

VPK Enrollment Data:
2025-2026 - 886 students (estimated)
2024-2025 - 884 students
2023-2024 - 867 students
2022-2023 - 764 students
2021-2022 - 751 students

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Ready To Learn | Goal 5
Continue to partner with community-based agencies to ensure expanded Pre-K learning opportunities and alignments

Ready To Learn | Goal 6
Expand the availability of relevant literacy training and reading materials for first-time parents and families

Recommendation

The Superintendent recommends approval to renew the State of Florida Voluntary Pre-Kindergarten Education Program Provider Contract between the School District of Manatee County and the Early Learning Coalition of Manatee County for the 2025-2026 school year (No Net Financial Impact).

Financial Impact

There is no cost to the General Fund. The District will receive funds based on student enrollment in the VPK program. Estimated funding will be approximately $2,400.00 per student for each student who completes the 540-hour school year program or the 300-hour summer program with at least 80% attendance. If attendance falls below the 80% threshold, funding would be reduced.

Contact

Submitting Department: Early Learning

Initiated By: Dr. Sheila Halpin

Attachments:
VPK_Provider_Contract_2025-26

STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
FORM DEL-VPK 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 1st day of July, 20 25, by and between the Early Learning Coalition of Manatee (herein referred to as "COALITION"), and Manatee County School Board (doing business as, if applicable) ___ (herein referred to as "PROVIDER"), with its principal offices located at 215 Manatee Ave. W. Bradenton, FL 34205-9069 and its provider physical site address (if the single site provider physical site address is different from principal office address) located at ___.

   a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER must include each entity listed in Exhibit 1.

   b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER must include each entity listed in Exhibit 1.

   c. **Identification Number.** Insert PROVIDER's ☒ EIN or ☐ SSN here: 596000728

   PROVIDER's EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss. 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Division of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as a VPK provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Division's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.), and a child's attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.).

3. **Term.** This Contract applies to the 20 __25__ - 20__26__ VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on __7/1/2025__, or on the date on which the Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract under Section XI.

   A school-year VPK program must be at least 540 instructional hours and a summer VPK program must be at least 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK classes previously enrolled under the prior ownership.

4. **Payment Limitations.** PROVIDER will neither receive nor be entitled to payment for VPK Program services before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the VPK program and that PROVIDER and COALITION will be bound by the same:
   - Part V and VI Chapter 1002, Florida Statutes (F.S.);
   - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
   - Rule 6A-6.03033, F.A.C.

6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership, or other transfer of ownership interest, the provider must notify COALITION no later than thirty (30) calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. **General Eligibility.**

   a. **Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, licensed family day care home, licensed large family child care home, a nonpublic school exempt from licensure, faith-based child care provider exempt from licensure, or child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense).

   A charter school that includes a VPK Program in its charter is a public school and must only execute this Contract with the approval and oversight of the school district. A charter school that does not include the VPK Program in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

   Check the box to indicate PROVIDER's type:

☒A public school (Form DEL-VPK 20PS must be completed as an authorized attachment to this Contract.)

☐A private provider/nonpublic school (Form DEL-VPK 20PP must be completed as an authorized attachment to this Contract.)

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of prior contract. PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior contract, as applicable, for the duration of this Contract.

e. Eligibility pursuant to s. 448.095, F.S. PROVIDER acknowledges that PROVIDER must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. PROVIDER represents that it does not employ, contract with, or subcontract with an unauthorized alien, and will provide an affidavit affirming this prior to the effective date of the Contract. PROVIDER further acknowledges that violation of s. 448.09(1), F.S., may result in termination of this Contract.

f. Eligibility pursuant to ss. 1002.68(5)(a), F.S. PROVIDER acknowledges that PROVIDER must have a composite program assessment score that meets the contract minimum threshold in accordance with Rule 6M-8.621, F.A.C.

PROVIDER's composite program assessment score:__.If PROVIDER has multiple sites, the program assessment score for each site is listed in Exhibit 1.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Division, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in paragraph 64 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements will result in financial consequences referenced in paragraph 52 and corrective action referenced in paragraph 54.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION, which will be provided in the form of a Child Certificate of Eligibility from the single statewide information system. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form DEL-VPK 02 or Form OEL-VPK

04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.

10. **Adherence to Requirements.**

a. PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements set forth in applicable statutes, rules, and this Contract.

b. PROVIDER agrees to participate in a VPK Program Orientation conducted by the COALITION prior to the execution of this Contract, if offered by COALITION.

11. **Assessment.** PROVIDER agrees to implement the coordinated screening and progress monitoring program and program assessment in accordance with s. 1002.68, F.S., and Rules 6M-8.620 and 6M-8.621, F.A.C.

12. **Curricula**. PROVIDER agrees that it will implement curricula to deliver VPK Program instruction in accordance with s. 1002.67(2)(b), F.S.

13. **Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. PROVIDER will adopt its own attendance policy, and in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Division in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK Pprogram attendance policy for the duration of this Contract. PROVIDER attendance policy must address school-year and summer programs separately, if applicable.

14. **Fees Prohibited**. PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER must not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER must not require a fee or payment as a condition of enrollment or participation in the VPK Program. A provider found to have required such fees is subject to termination of this Contract for cause as described in paragraph 55.

15. **Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER will not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll a child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care). A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 55.

16. **Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER will not require the child's parent to pay for the services.

17. **Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s) meet the eligibility requirements set forth in sections 1002.55,

1002.61, and 1002.63, F.S.

18. **VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by VPK Sections 1002.55, 1002.61, and 1002.63, F.S. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional adult instructor who is eligible to work in the VPK provider's setting must be present, in accordance with Sections 1002.55 and 1002.63, F.S. The VPK class size must not exceed the approved capacity of the physical space where instruction is provided.

19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C., may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. Substitute instructors may replace a lead instructor no more than thirty (30) percent of the VPK Program's total instructional hours in a VPK class.

20. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating, or frightening. The discipline must not be associated with food, rest, or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.

21. **Single Statewide Information System.** PROVIDER agrees to utilize the single statewide information system as referenced in s. 1002.82(2)(q), F.S., to submit information and updates regarding the VPK Program. The PROVIDER must execute this Contract on the Provider Portal found at https://providerservices.floridaearlylearning.com.

22. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s._39.604,_F.S.) for each at-risk child under the age of school entry who is enrolled in the VPK Program.

23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK Program in advertisements, letterhead, and educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form DEL-VPK 20B) and must cease use of the VPK logo once services under this Contract are suspended or terminated.

24. Provider Deliverable

Deliverable	Provider	Task and Activities	Due Date
VPK instructional hours; 540 for school-year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	
VPK Child Attendance	Private and Public	Completion of Child and Parental Choice forms (OEL-VPK 03S and VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 44	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 64	See paragraph 64
Liability insurance notification	Private	Notification of cancellation of changes to general liability coverage	10 calendar days prior to cancellation or changes to general liability coverage
Implementation of the coordinated screening and progress monitoring program in accordance with s. 1002.68, F.S., and Rule 6M-8.620, F.A.C.	Private and Public	Administration of the coordinated screening and progress monitoring program during the first administration window.	Within the first 30 instructional days of the VPK class schedule
		Administration of the coordinated screening and progress monitoring program during the second administration window.	Mid-program year of the VPK class schedule in accordance with Rule 6M-8.620, F.A.C.
		Administration of the coordinated screening and progress monitoring program during the third administration window.	Within the last 30 instructional days of the VPK class schedule

IV. COALITION RESPONSIBILITIES

25. **Forms Approved**. COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, in accordance with s. 1002.55(3)(h), 1002.61(9), or 1002.63(8), F.S., as applicable.

26. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality VPK services for all providers, including providers on probation.The technical assistance will be offered in a manner and schedule prescribed by COALITION or, the school district.

27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form DEL-VPK 02), adopted in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), adopted in Rule 6M-8.210, F.A.C., for each eligible child whose parent applies for the VPK Program or a reenrollment through the Family Portal.

28. **Limitations on Authority.** COALITION must not impose any requirement on PROVIDER that exceeds the authority provided under parts V and VI of chapter 1002, F.S., or rules adopted pursuant to parts V and VI of chapter 1002, F.S.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring**. PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION will monitor PROVIDER for compliance with the requirements of offering the VPK Program.

30. **Physical Access.** PROVIDER agrees to allow the Division and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.

31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Division to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Division. Records shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program will only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72(3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and in accordance with paragraphs 33 and 34 below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, the Division, and other entities identified in s. 1002.72, F.S.

33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records, for children funded by the VPK Program; records of each VPK child, VPK

instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and, if PROVIDER does so, then PROVIDER must back up records on a regular basis to safeguard against loss.

34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER must transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will not receive payment until PROVIDER has entered the certificate of eligibility number into the Provider Portal and COALITION has in turn approved the enrollment of the child through the Provider Portal.

36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Division. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.

37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S) adopted in Rule 6M-8.305 F.A.C., which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es).

38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of direct deposit, however, the reimbursement may be delayed up to twenty-one (21) calendar days should PROVIDER choose to opt out.

39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one (1) full-time equivalent (FTE) student-as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. The amount of funding for one (1) FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year. In the event that a change of ownership or transfer of a VPK Program has occurred and payment, including advance payment, has been made, the succeeding VPK provider must not receive funding, that, combined with the funds already dispersed to the preceding VPK provider(s), would exceed the funding for one (1) full-time (FTE) for each child enrolled.

40. **Differential Payment.** PROVIDER understands that, subject to appropriation by the Legislature, PROVIDER may receive a differential payment based on the PROVIDER's performance designation in accordance with s. 1002.68(4)(e), F.S.

41. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Division of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in PROVIDER's VPK Program class(es) by checking the appropriate box for each program:

School-Year Program

☐ PROVIDER elects to receive monthly advance payments for the school-year program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Division.

☒ PROVIDER elects **not** to receive monthly advance payments for the school-year program.

or

☐ PROVIDER does not intend to offer the school-year program.

Summer Program

☐ PROVIDER elects to receive monthly advance payments for the summer program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Division.

☒ PROVIDER elects **not** to receive monthly advance payments for the summer program.

or

☐ PROVIDER does **not** intend to offer the summer program.

42. **Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK Program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Division.

43. **Overpayment**. PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds

it was overpaid, PROVIDER will be subject to collection efforts.

44. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification, in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next payment cycle.

45. **Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.

46. **Closures.** PROVIDER agrees that compensation for temporary closures will be handled in accordance with Rule 6M-8.204(5), F.A.C.

47. **Disallowed Costs.** PROVIDER understands that expenditures submitted for reimbursement will be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the VPK Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and fraud restitution.

48. **Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))

49. **Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. PROVISIONS FOR PROVIDER ACCOUNTABILITY

50. **Performance Metric.** PROVIDER understands that, it is required to adhere to the accountability measures set forth in s. 1002.68, F.S. PROVIDER acknowledges that the calculation of the performance metric will include composite program assessment scores, learning gains, and norm-referenced developmental learning outcomes resulting from the coordinated screening and progress monitoring program.

51. **Provider on Probation.** PROVIDER understands that it is required to adhere to the probation requirements set forth in s. 1002.68, F.S.

IX. FINANCIAL CONSEQUENCES

52. **Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION must temporarily withhold reimbursement,

disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract.

X. NONDISCRIMINATION

53. **Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

54. **Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5 or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must: (i) identify the specific requirement(s) that PROVIDER failed to meet; (ii) describe how PROVIDER failed to meet each requirement; (iii) provide a detailed description of any required corrective action, (iv) set a deadline for completion of the corrective action; and (v) state that PROVIDER may request a review of the determination as described in paragraph 61. Upon determining that PROVIDER has completed the corrective action, COALITION must notify PROVIDER in writing. If PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, PROVIDER will still be held accountable for implementing the remainder of the corrective actions if PROVIDER remains eligible to deliver the VPK Program and executes a new contract with COALITION.

55. **Termination for Cause.**

a. Basis of Termination for Cause. PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) action, or lack of action, which threatens the health, safety, or welfare of children; or cited for a Class I violation by the Department of Children and Families or local licensing agency as applicable; (b) the material failure to comply with one or more of the terms of this Contract, including failure to verify all new hires work authorization status using E-Verify system as described in paragraph 7, and failure to implement corrective action; (c) the refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 60.

b. Notice of Termination for Cause. In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 61. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract will be terminated on the date identified in the notice. COALITION must document any refusal of delivery.

56. **Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body of actions or inactions of PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 61.

57. **Revocation of Eligibility.**

a. In accordance with sections 1002.55(6), 1002.61(10), or 1002.63(9), F.S., if PROVIDER's Contract is terminated under paragraphs 55 or 56, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program and SCHOOL DISTRICT may revoke a public school's eligibility to deliver the VPK Program. When revoking a PROVIDER'S eligibility, COALITION or SCHOOL DISTRICT must adhere to requirements provided in Rule 6M-8.702, F.A.C. COALITION or SCHOOL DISTRICT shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER. For multi-site providers, such as corporate chains or school districts, VPK Program ineligibility is per site and may not apply to all locations unless specifically determined otherwise by COALITION.

b. PROVIDER agrees that in the event that this Contract is terminated under the provisions of paragraphs 55 or 56, and PROVIDER's eligibility is not revoked under paragraph 57 part a., the parties may not enter into another contract for VPK services for the remainder of the contract term of this Contract.

58. **Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V or part VI of Chapter 1002, of the Florida Statutes or Chapter 6M-8, F.A.C., COALITION may revoke PROVIDER'S eligibility in accordance with Rule 6M-8.702, F.A.C., if the noncompliance is upheld by the early learning coalition review hearing committee for a period of at least two (2) years but no more than five (5) years.

59. **Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION must terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER must be paid for the documented VPK hours completed prior to termination of this Contract.

60. **Fraud.**

a. Suspension or Termination for Suspected Fraud. In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program

when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 61. This review shall be limited to a determination of whether COALITION has reasonable belief that fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Division, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

b. Termination for Fraud. In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., for a period of five (5) years.

c. Termination for National Disqualification. In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

61. **Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.73(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Provider Contract is being examined.

62. **Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which locations previously part of this Contract have been removed. This information must be provided in the Provider Portal. This Contract will remain in force and effect as to all locations in Exhibit 1 that are not modified.

63. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract that is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XII. NOTIFICATION

64. **Information Change Notification**. PROVIDER agrees that it will comply with each of the following notification requirements:

a. Provide notice to COALITION of class transfers of children at the same provider

location within fourteen (14) calendar days;

b. Provide notice to COALITION of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes, in accordance with Rule 6M-8.300, F.A.C.;

c. Provide notice of temporary closure in accordance with the requirements of Rule 6M-8.204, F.A.C.;

d. Provide notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days.

e. Providing notice to COALITION of a request for an additional program assessment in accordance with Rule 6M-8.621, F.A.C. PROVIDER acknowledges additional assessments are at PROVIDER's expense. The cost of the additional program assessment charged by COALITION is: $350.00.

65. **Child Care Resource & Referral (CCR&R) Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information must be provided in the Provider Portal.

66. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION will constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is a named party or defendant that relates to PROVIDER's operation of VPK services.

67. **Notification of Disqualification or Public Assistance Fraud.**

a. PROVIDER must notify COALITION within five (5) calendar days if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

b. PROVIDER must notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

XIII. INDEMNIFICATION

68. **Indemnification.** PROVIDER will be fully liable for and indemnify, defend, and hold harmless COALITION, Division, and all of their officers, directors, agents, contractors, subcontractors, and employees from and against any and all third-party claims, suits, actions, damages,

Warranty of Authority. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

Cari Whiddon	Cari Whiddon
Signature of President/Vice President/ Secretary/Officer/Owner/Principal/Other Authorized Representative	**Print Name**
☐ By Electronic Signature VPK Manager School District of Manatee County	05/29/2025
Title	**Date**
Provider's Additional Signatory (If required by the Provider)	**Print Name**
☐ By Electronic Signature	
Title	**Date**
Provider's Additional Signatory (If required by the Provider)	**Print Name**
☐ By Electronic Signature	
Title	**Date**

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

	Darrell King
Signature of Authorized Coalition Representative	**Print Name**
☐ By Electronic Signature	
CEO	5/2/25
Title	**Date**

** Electronic signature: By providing this electronic signature, I attest that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I confirm that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
FORM DEL-VPK 20

Exhibit 1: Provider Location List

Provider Legal Name: Manatee County School Board
(doing business as)

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit "Not Applicable" in the box below.

☐ **Not Applicable**

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION's service area, PROVIDER must complete a Provider Location List in a table format with the following rows:

- Location Number (optional)
- Location Legal Name
- Doing Business As Name (if applicable)
- Physical Address
- Employer Identification Number (EIN)
- School Year (Y/N)
- Summer (Y/N)
- Official Use Only (for coalition use)
- Composite Program Assessment Score

Exhibit 2: Due Process Procedures

Provider Legal Name: **Manatee County School Board**

1. Purpose of Exhibit. Early learning coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an early learning coalition in accordance with the due process procedures described below.

2. Request for Review Hearing. If a provider disputes any action taken by the coalition pursuant to the terms of the Statewide Voluntary Prekindergarten Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the coalition's action. A review hearing is a "meeting" for the purposes of the Sunshine Law (s. 268.011, F.S.)
and is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address coalition staff or sub-contractor staff regarding the coalition's action and to present supporting evidence before a Review Hearing Committee.
The provider may have an attorney present at the review hearing to represent or advise the provider.

a. Content of Request for Review Hearing. The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the coalition that the provider disputes, the specific reasons for the provider's belief; and whether the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. The provider's request for a review hearing must be submitted in writing to the coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.

c. Supporting Documentation. The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.

3. Implementation of Review. If the coalition receives a request for review hearing from the provider, the coalition must address the request by taking the following steps.

a. Assignment of Review Hearing Committee. Within three (3) business days of receipt of a request for review hearing, the coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three (3) but no more than five (5) members of the Coalition Board. The Chair of the coalition's board shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the coalition to schedule among the selected Review Hearing Committee members potential dates for the hearing and neither provider representative from the coalition board is available, then the requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the coalition made every attempt

to have a provider representative member included but was unable to do so for this hearing.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the coalition staff or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee must assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question coalition staff or sub-contractor staff regarding the determinations of the coalition and to present evidence before the Review Hearing Committee. The coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Notice of Review Hearing Committee Decision. Following completion of the presentation by the provider and the coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its deliberations, the Review Hearing Committee must determine:

i. If the determination made by the coalition was correct, in whole or in part, or incorrect.

ii. If no part of the determination made by the coalition was correct, then the provider is not required to take further action.

iii. If any part of the determination made by the coalition is correct, the Committee must identify the portion(s) determined to be correct and, as applicable, decide:

A. If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or

B. If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee must ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program must be included in the notice. The Chair of the Review Hearing Committee must approve the notice and ensure it is made public within ten (10) business days of the conclusion of the review hearing.

Exhibit 1: Provider Location List

Provider Name: Abel Elementary

Location Number	15969
Location Legal Name	Manatee County School Board
Doing Business As Name	Abel Elementary
Physical Address	7100 Madonna Place Sarasota , FL 34243
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.32; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Anna Maria Elementary

Location Number	25149
Location Legal Name	Manatee County School Board
Doing Business As Name	Anna Maria Elementary
Physical Address	4700 GULF DR HOLMES BEACH, FL 34217-1894
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.33; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Ballard Elementary

Location Number	16359
Location Legal Name	Manatee County School Board
Doing Business As Name	Ballard Elementary
Physical Address	201 10th St W BRADENTON, FL 34205
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.63; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Barbara Harvey Elementary School

Location Number	20296
Location Legal Name	Manatee County School Board
Doing Business As Name	Barbara Harvey Elementary School
Physical Address	8610 115TH AVE E PARRISH, FL 34219
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: N/A; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Bashaw Elementary

Location Number	15968
Location Legal Name	Manatee County School Board
Doing Business As Name	Bashaw Elementary
Physical Address	3515 57TH ST E BRADENTON, FL 34208-6807
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.57; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Bayshore Elementary

Location Number	15970
Location Legal Name	Manatee County School Board
Doing Business As Name	Bayshore Elementary
Physical Address	6120 26TH ST W BRADENTON, FL 34207-4403
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 6.53; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Blackburn Elementary

Location Number	15973
Location Legal Name	Manatee County School Board
Doing Business As Name	Blackburn Elementary
Physical Address	3904 17TH ST E PALMETTO, FL 34221-9501
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.69; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Braden River Elementary

Location Number	15997
Location Legal Name	Manatee County School Board
Doing Business As Name	Braden River Elementary
Physical Address	6125 RIVER CLUB BLVD BRADENTON, FL 34202-9325
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.90; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Daughtrey Elementary

Location Number	15975
Location Legal Name	Manatee County School Board
Doing Business As Name	Daughtrey Elementary
Physical Address	515 63RD AVE E BRADENTON, FL 34203-7614
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: N/A; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Freedom Elementary

Location Number	15977
Location Legal Name	Manatee County School Board
Doing Business As Name	Freedom Elementary
Physical Address	9515 SR 64 BRADENTON, FL 34212-9238
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.13; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Gullett Elementary

Location Number	15996
Location Legal Name	Manatee County School Board
Doing Business As Name	Gullett Elementary
Physical Address	12125 44TH AVE E BRADENTON, FL 34211-9302
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: N/A; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Johnson K-8 School of International Studies

Location Number	20992
Location Legal Name	Manatee County School Board
Doing Business As Name	Johnson K-8 School of International Studies
Physical Address	2121 26TH AVE E BRADENTON, FL 34208-7711
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 4.97; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Kinnan Elementary

Location Number	15978
Location Legal Name	Manatee County School Board
Doing Business As Name	Kinnan Elementary
Physical Address	3415 TALLEVAST RD SARASOTA, FL 34243-3969
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.96; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Lakewood Ranch High School

Location Number	15980
Location Legal Name	Manatee County School Board
Doing Business As Name	Lakewood Ranch High School
Physical Address	5500 LAKEWOOD RANCH BLVD BRADENTON, FL 34211-2100
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 6.56; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Manatee Elementary

Location Number	15981
Location Legal Name	Manatee County School Board
Doing Business As Name	Manatee Elementary
Physical Address	1609 6TH AVE E BRADENTON, FL 34208-1439
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.89; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: McNeal Elementary

Location Number	15984
Location Legal Name	Manatee County School Board
Doing Business As Name	McNeal Elementary
Physical Address	6325 LORRAINE RD LAKEWOOD RCH, FL 34202-6702
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.92; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Miller Elementary

Location Number	15985
Location Legal Name	Manatee County School Board
Doing Business As Name	Miller Elementary
Physical Address	601 43RD ST W BRADENTON, FL 34209-3912
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 6.02; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Myakka Elementary

Location Number	15988
Location Legal Name	Manatee County School Board
Doing Business As Name	Myakka Elementary
Physical Address	37205 MANATEE AVE MYAKKA CITY, FL 34251-5001
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 6.00; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Palma Sola Elementary

Location Number	15990
Location Legal Name	Manatee County School Board
Doing Business As Name	Palma Sola Elementary
Physical Address	6806 5TH AVE NW BRADENTON, FL 34209-2213
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.51; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Palmetto Elementary

Location Number	15993
Location Legal Name	Manatee County School Board
Doing Business As Name	Palmetto Elementary
Physical Address	1540 10TH ST W PALMETTO, FL 34221-3604
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: N/A; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Prine Elementary

Location Number	15989
Location Legal Name	Manatee County School Board
Doing Business As Name	Prine Elementary
Physical Address	3801 SOUTHERN PKWY W BRADENTON, FL 34205-1917
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.93; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Samoset Elementary

Location Number	19595
Location Legal Name	Manatee County School Board
Doing Business As Name	Samoset Elementary
Physical Address	3300 19TH ST E BRADENTON, FL 34208-4300
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.53; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Sea Breeze Elementary

Location Number	15995
Location Legal Name	Manatee County School Board
Doing Business As Name	Sea Breeze Elementary
Physical Address	3601 71ST ST W BRADENTON, FL 34209-5305
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 6.08; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Stewart Elementary

Location Number	15986
Location Legal Name	Manatee County School Board
Doing Business As Name	Stewart Elementary
Physical Address	7905 15TH AVE NW BRADENTON, FL 34209-9757
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 6.11; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Tara Elementary

Location Number	15983
Location Legal Name	Manatee County School Board
Doing Business As Name	Tara Elementary
Physical Address	6950 LINGER LODGE RD E BRADENTON, FL 34203-7876
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 6.29; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Tillman Elementary

Location Number	15982
Location Legal Name	Manatee County School Board
Doing Business As Name	Tillman Elementary
Physical Address	1415 29TH ST E PALMETTO, FL 34221-2418
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: N/A; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Virgil Mills Elementary

Location Number	15987
Location Legal Name	Manatee County School Board
Doing Business As Name	Virgil Mills Elementary
Physical Address	7200 69TH ST E PALMETTO, FL 34221-9077
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 7.00; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Williams Elementary

Location Number	15974
Location Legal Name	Manatee County School Board
Doing Business As Name	Williams Elementary
Physical Address	3404 FORT HAMER RD PARRISH, FL 34219-8428
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 6.60; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Willis Elementary

Location Number	15979
Location Legal Name	Manatee County School Board
Doing Business As Name	Willis Elementary
Physical Address	14705 THE MASTERS AVE LAKEWOOD RCH, FL 34202 -5906
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: N/A; Summer: N/A
Official Use Only	

Exhibit 1: Provider Location List

Provider Name: Witt Elementary

Location Number	15972
Location Legal Name	Manatee County School Board
Doing Business As Name	Witt Elementary
Physical Address	200 RYE RD E BRADENTON, FL 34212-9554
Employer Identification Number	596000728
School Year	No
Summer	No
Composite Program Assessment Score	School Year: 5.93; Summer: N/A
Official Use Only	

STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PUBLIC SCHOOL ATTACHMENT FORM DEL-VPK 20PS

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 1st day of July, 20 25, by and between the Early Learning Coalition of Manatee (herein referred to as "COALITION"), and Manatee County School Board (herein referred to as "PROVIDER"), with its principal offices located at 215 Manatee Ave. W. Bradenton, FL 34205-9069.

2. **Provider Type.** This Attachment is designed for use by public school districts and/or public schools. If a VPK site under this Contract is a charter school, COALITION must confirm that the VPK Program is in its charter before use of this Attachment.

II. PUBLIC SCHOOLS

3. **Monitoring Assurance.** The school district understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program at public schools, and that COALITION will monitor public schools for compliance with the requirements of offering the VPK Program, in accordance with sections 1002.61(10) and 1002.63(9), F.S.

4. **Summer Funding.** Each school district's funding for the summer program shall be modified from the terms of Paragraph 2 of the Contract (Form DEL-VPK 20) in accordance with s. 1002.71(3)(d), F.S.

5. **Transportation funding.** A student enrolled in the VPK Program may not be reported under s. 1011.68, F.S., for student transportation funds.

6. **School District Authorization.** An authorized school district representative must be a signatory of this Contract.

AGENDA ITEM NO. 9.15

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Renew the Contract Between Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development and the School District of Manatee County for the 2025-2026 School Year (No Net Financial Impact)

Executive Summary
Easter Seals Southwest Florida, Inc., d/b/a The Lily School for Child Development, is a specialized facility serving students with disabilities ages 3-5. The facility provides supports to students eligible for Exceptional Student Education services as determined by the Manatee County School District. The services provided are specific to the needs of the individual students and may include academic interventions and supports, speech/language therapies, behavioral therapies, occupational/physical therapies, and health needs.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 5
Continue to partner with community-based agencies to ensure expanded Pre-K learning opportunities and alignments

Recommendation
The Superintendent recommends approval to renew the contract between Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development and the School District of Manatee County for the 2025-2026 School Year (No Net Financial Impact).

Financial Impact
The School District of Manatee County will reimburse Easter Seals Southwest Florida, Inc. d/b/a The Lily School for Child Development 95 percent of the weighted Full Time Equivalency (FTE) based upon FTE generated during the 2025-2026 School Year. The maximum number of full-time equivalent students to be funded under this agreement is forty (40). Students receiving services from the agency generate state funds through the Florida Education Finance Program (FEFP). There are no matching requirements.

Contact
Submitting Department: Exceptional Student Education
Initiated By: Joshua Bennett

Attachments:
DRAFT - Easter Seals Lily School
Easterseals Contractor Affidavit

AGREEMENT BETWEEN
EASTER SEALS SOUTHWEST FLORIDA, INC
D/B/A THE LILY SCHOOL FOR CHILD DEVELOPMENT
AND
THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
For 2025-2026 School Year

This contract is entered into by and between EASTER SEALS SOUTHWEST FLORIDA, INC., D/B/A THE LILY SCHOOL FOR CHILD DEVELOPMENT and The School District of Manatee County, Florida address is 215 Manatee Ave West, Bradenton, Florida 34205, hereafter referred to as "THE DISTRICT", on this 11th date of August 2025, and shall be in effect for the entire 2025-2026 school year.

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide Exceptional Student Education Services, hereinafter referred to as "ESE Services" for students who have met the following criteria:

1. The student is a resident of Manatee County, Florida, and is now enrolled in or has made application for enrollment in the Manatee County School District.
2. The student has been appropriately classified as an exceptional student ("ESE student") by the Manatee County School District in compliance with state statutes and all pertinent state and local school district rules and criteria.
3. An Individual Education Plan ("IEP") has been established for the ESE student based on assessment results which indicate specific education and developmental needs, and such a plan is developed by the ESE student's parents or legal guardians and the District.

I. The DISTRICT agrees:

A. It shall provide consultation from the ESE staff upon request from THE LILY SCHOOL FOR CHILD DEVELOPMENT staff.

B. It shall provide evaluation and transition planning for ESE students aged 3-5 preparing to articulate from THE LILY SCHOOL FOR CHILD DEVELOPMENT into the Manatee County School District educational programs.

II. THE LILY SCHOOL FOR CHILD DEVELOPMENT agrees:

A. It shall provide Supplemental Educational Services to identified and eligible ESE students serviced at THE LILY SCHOOL FOR CHILD DEVELOPMENT. These services may

include transportation, occupational therapy, physical therapy, and language/speech therapy.

B. It shall provide developmentally appropriate education services to ESE students aged at THE LILY SCHOOL FOR CHILD DEVELOPMENT. A schedule for ESE services shall be provided upon request to the District, including Tier 3 interventions by teachers possessing either a valid reading endorsement or reading certification.

C. It shall assure that Pursuant to Section 1012.55, Florida Statutes, each person who is employed and renders instructional services as a teacher shall hold a valid substitute, part-time, temporary or professional Florida Teaching Certificate or shall be properly appointed by THE LILY SCHOOL FOR CHILD DEVELOPMENT as a non-certified instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. THE LILY SCHOOL FOR CHILD DEVELOPMENT shall provide written notification to the District of all persons appointed as non-certificated instructional staff. That personnel delivering Tier 3 interventions will either hold a valid reading endorsement or reading certification.

D. It assures that each of its employees assigned hereunder will undergo a Level II Background Check as required by the Jessica Lunsford Act and that each employee has been fingerprinted by an authorized law enforcement agency and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks. Any employee assigned hereunder must meet all screening requirements as described in Section 1012.32, Florida Statutes. The results of all such background investigation and fingerprinting, and any updated information disclosing subsequent criminal activity, shall be immediately reported in writing to the Superintendent of Schools.

E. It shall provide space with furnishings for educational classes and will provide equipment necessary for each class. Final determination as to the need for equipment and furniture shall rest with THE LILY SCHOOL FOR CHILD DEVELOPMENT.

F. It shall provide a monthly attendance record of ESE students to the District. In addition, a report relating to student progress on meeting IEP goals shall be submitted to the District at least quarterly for each ESE student. Copies of such progress reports shall be maintained in each student's educational record.

G. It shall conduct meetings as necessary to review and revise each ESE student's IEP. THE LILY SCHOOL FOR CHILD DEVELOPMENT shall not make any changes to the IEP unless the District has authorized the changes. The ESE student's parent or legal guardian and the District or its representative shall be involved in all decisions regarding the ESE student's IEP and shall agree to any proposed changes prior to those changes being made. The District shall have responsibility for compliance with State Board Rules.

H. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection , Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Ace of 1990, and Genetic Information Non Discrimination Act of 2008. THE LILY SCHOOL FOR CHILD DEVELOPMENT agrees to comply with the School District's procedures to protect the confidentiality of student records and information, including all Federal and State Law, and assures it will provide the parent, or the student if beyond the age eighteen (18) the right of access, copies, amendments and hearings. Personally, identifiable records or reports of a pupil or student, and any personal information contained therein are confidential. Release of the above-mentioned reports, records, or information requires the written consent of the student or student's parent or guardian.

III. Both Parties agree:

A. THE LILY SCHOOL FOR CHILD DEVELOPMENT shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by THE LILY SCHOOL FOR CHILD DEVELOPMENT and THE LILY SCHOOL FOR CHILD DEVELOPMENT. THE DISTRICT may report THE LILY SCHOOL FOR CHILD DEVELOPMENT and a LILY SCHOOL FOR CHILD DEVELOPMENT employee that is deemed by THE DISTRICT to be performing in a manner incompatible with the provisions of an adequate educational program to ESE students.

B. Staff of the DISTRICT shall be permitted to review the program provided by THE LIILY SCHOOL FOR CHILD DEVELOPMENT including the IBP, evaluation reports and progress reports, and may confer with THE LILY SCHOOL FOR CHILD DEVELOPMENT staff at reasonable times, as agreed upon by both parties.

C. Upon request, THE LILY SCHOOL FOR CHILD DEVELOPMENT shall provide the State Board of Education, Bureau of Exceptional Education and Student Services, with ESE students' attendance and IEP information.

D. To reimburse THE LILY SCHOOL FOR CHILD DEVELOPMENT for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the official FTE survey weeks conducted by the Florida Department of Education. The number of FTE will be adjusted in accordance with any adjustment made by the Florida State Legislature or the Florida Department of Education. The maximum number of full-time equivalent students to be funded under this agreement is Forty (40) FTEs based on provision of documentation of internal review. Payments for August through December will be made on the basis of an estimate of the FTE account. Payments for January through March will be adjusted in accordance with actual July and actual

October FTE count and an estimate for the February and June count. The payments for April through June will be based on the actual counts for July, October and February and an estimated June count. It is further understood by the Board and the Provider that if there is a loss of funding because of the district exceeding the cap on any area of the FTE there will be a proportional decrease in funding to the Provider. Extended School Year (ESY) services may be provided by Easter Seals Southwest Florida, Inc. D/B/A The LILY SCHOOL FOR CHILD DEVELOPMENT PRESCHOOL if mutually agreed to by the Lily School for Child Development and THE DISTRICT. Dates of ESY services and reimbursement rates shall be agreed to by both parties prior to the initiation of any such services.

E. Other than the payment described in Section 3, Item (D) above, this Contract is not intended to provide any mechanisms by which monies are paid or received from either party for the fulfilment of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment for those services. This contract is intended to set forth the agreement between the parties by which the delivery of ESE Services to students aged 3-5 may be provided at THE LILY SCHOOL FOR CHILD DEVELOPMENT.

F. During the term of this Contract, THE LILY SCHOOL OFR CHILD DEVELOPMENT shall maintain public liability and professional insurance coverage in at least the following amounts ONE MILLION DOLLARS ($1,000,000) PER PERSON; THREE MILLION DOLLARS ($3,000,000) per occurrence; and as evidence of such insurance coverage THE LILY SCHOOL FOR CHILD DEVELOPMENT shall furnish THE DISTRICT with a Certification of Insurance prior to commencing any services under this contract.

G. The parties acknowledge and agree that the School District of Manatee County, Florida as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

H. EASTER SEALS SOUTHWEST FLORIDA, INC. D/B/A THE LILY SCHOOL FOR CHILD DEVELOPMENT shall hold harmless, indemnify, and defend the DISTRICT, its agents, servants, employees in their official and individual capacity, from any demand, claim, suit, loss, cost , expense or damage which may be asserted, claimed or recovered against or from the DISTRICT, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of , is incident to, or in any manner connected with this Contract. Nothing in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of the DISTRICT, or to affect, limit, or reduce the protection from suit afforded to the School District under Florida law. This provision shall survive termination of this Contract and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

IV. Other Provisions:

A. Any additions, changes, deletions, or modifications to this Contract must be agreed to in writing by both parties.

B. Any disputed relation to implementation of the provisions for this Contract may be resolved by informal meetings and/or conferences between the District, Director of Exceptional Student Education or his/her designee and the appropriate representative(s) of THE LILY SCHOOL FOR CHILD DEVELOPMENT.

C. The Contact shall commence August 11, 2025, and shall terminate June 30, 2026, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice.

D. Any notice given pursuant to this Contract shall be made to THE LILY SCHOOL FOR CHILD DEVELOPMENT to the attention of the Executive Director at 350 Braden Avenue, Sarasota, FL 34243, and to the DISTRICT to the attention of the Director of Exceptional Student Education at 2501 63rd Avenue East, Bradenton, FL 34203.

E. THE LILY SCHOOL FOR CHILD DEVELOPMENT and the DISTRICT mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1974 and Section 504 of the Rehabilitative Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in County or Circuit Court of the Twelfth Judicial Circuit, in and for Sarasota County, Florida.

G. THE LILY SCHOOL FOR CHILD DEVELOPMENT shall comply with Florida's Public Records Law including:

a) Keeping and maintain public records that ordinarily and necessarily would be required by the district in order to perform the service;
b) Providing the public with access to public records on the same terms and conditions that the district would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
d) Meeting all requirements for retaining public records and transfer, at no cost, to the district all public records in possession of THE LILY SCHOOL FOR CHILD DEVELOPMENT upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt or confidential from

public records disclosure requirements. All records stored electronically must be provided to the School District in a format that is compatible with the information technology systems of the District.

e) IF THE CONTRACTED SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W
Bradenton, FL 34205
(941) 708-8770
publicrecords@manateeschools.net

V. Food Service Agreement:

A. Any and all separate contract for Food Services is unaffected by this Amendment and will remain in full force and effect. The School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal and expiration.

VI. Transportation Agreement:

The School District to Manatee County will not be transporting students for the contracted site. The contracted site is solely responsible for the transportation of students.

VII. Compliance with Jessica Lunsford Act:

A. Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements the person shall be immediately suspended from working in that capacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must agree to indemnify and hold harmless the School Board of

any claims made against the School Board related to the failure to comply with this requirement.

VIII. Sovereign Immunity:

A. The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

IX. E-Verify:

A. Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contract and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verfy-uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. The Contracted Site agrees to execute the attached E-Verify Form annexed to this agreement.

Contractor E-Verify Number:_____#601840_____

X. Termination:

A. Termination for Cause – The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

B. Terminations for Convenience – Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when District approval is not required and subject to District approval when required.

XI. Entire Agreement:

A. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict, the terms of this agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

EASTER SEALS SOUTHWEST FLORIDA, INC. D/B/A THE LILY SCHOOL FOR CHILD DEVELOPMENT

Jim Watson — May 22, 2025

Easter Seals of Southwest Florida, Inc, — Date

D/B/A The Lily School for Child Development, Director

SCHOOL BOARD OF MANATEE COUNTY

_____ — _____

Kevin Chapman, Interim Superintendent — Date

_____ — _____

Chad Choate III, Board Chair — Date

Approved as to form

_____ — _____

General Counsel — Date

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Easterseals SWFL

Address: 350 Braden Ave

Phone Number: 941-355-7637

Authorized Representative's Name: Tom Waters

Authorized Representative's Title: President + CEO

Email Address: twaters@easterseals-swfl.org

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Tom Waters
Signature of Authorized Representative

6/5/25
Date

AGENDA ITEM NO. 9.16

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Renew the Contract Between Community Haven for Adults and Children With Disabilities, Inc. d/b/a Selby Preschool and the School District of Manatee County, Florida for the 2025-2026 School Year (No Net Financial Impact)

Executive Summary
Community Haven for Adults and Children with Disabilities, Inc d/b/a Selby Preschool is a specialized facility serving students with disabilities ages 3-5 years old. The facility provides services to students eligible for Exceptional Student Education services as determined by Manatee County Schools. The services provided are specific to the needs of the individual students and may include education, speech/language therapies, occupational/physical therapies, and health needs.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 5
Continue to partner with community-based agencies to ensure expanded Pre-K learning opportunities and alignments

Recommendation
The Superintendent recommends approval to renew the contract between Community Haven for Adults and Children with Disabilities Inc. d/b/a Selby Preschool and the School District of Manatee County, Florida for the 2025-2026 School Year. (No Net Financial Impact)

Financial Impact
The District will reimburse Community Haven for Adults and Children with Disabilities Inc. d/b/a Selby Preschool 95 percent of the weighted Full-Time Equivalency (FTE) based upon FTE generated during the 2025-2026 School Year. The maximum number of full-time equivalent students to be funded under this agreement is forty (40). Students receiving services from the agency generate state funds through the Florida Education Finance Program (FEFP). There is no matching requirement.

Contact
Submitting Department: Exceptional Student Education
Initiated By: Joshua Bennett

Attachments:
Selby
Selby - Affidavit

AGREEMENT BETWEEN
COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITES,
INC. D/B/A SELBY PRESCHOOL
AND
THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
For 2025-2026 School Year

This contract is entered into by and between Community Haven for Adults and Children with Disabilities, Inc d/b/a/ Selby Preschool, hereinafter referred to as "SELBY PRESCHOOL' and The School District of Manatee County, Florida address is 215 Manatee Ave West, Bradenton, Florida 34205, hereafter referred to as "THE DISTRICT", on this 11th date of August 2025, and shall be in effect for the entire 2025-2026 school year.

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide Exceptional Student Education Services, hereinafter referred to as "ESE Services" for students who have met the following criteria:

1. The student is a resident of Manatee County, Florida and is now enrolled in or has made application for enrollment in the Manatee County School District.

2. The student has been appropriately classified as an exceptional student ('ESE student") by the Manatee County School District in compliance with state statutes and all pertinent state and local school District rules and criteria.

3. An Individualized Educational Plan ("IEP") has been established for the ESE student based on assessment results which indicate specific education and development needs and such a plan and needs are agreed upon by the ESE student's parents or legal guardians and THE DISTRICT.

With regard to providing education to ESE students who qualify for ESE Service, SELBY PRESCHOOL and the DISTRICT agree as follows:

1. THE DISTRICT agrees:

   A. It shall provide a consultation from the ESE staff upon request from SELBY PRESCHOOL staff.
   B. It shall provide evaluation and transition planning for ESE students aged 3-5 preparing to articulate from SELBY PRESCHOOL into the Manatee County School District educational programs.

2. SELBY PRESCHOOL agrees:

A. It will provide Supplemental Educational Services to identified and eligible ESE students served at SELBY PRESCHOOL. These services many include transportation, occupational therapy, physical therapy and language/speech therapy.

B. It shall provide developmentally appropriate education services to ESE students aged 3-5 at SELBY PRESCHOOL. A schedule of activities for ESE shall be provided upon request to THE DISTRICT, including Tier 3 interventions by teachers possessing either a valid reading endorsement or reading certification.

C. It shall assure that, pursuant to Section 1012.55, Florida Statutes, each person who is employed and renders instructional services as a teacher shall hold a valid substitute, part-time, temporary, or professional Florida Teaching Certificate or shall be properly appointed by SELBY PRESCHOOL as a non-certificated instructional staff member pursuant to SBE Rule 6A-1.0503 and/or SBE Rule 6A-1.0502. SELBY PRESCHOOL shall provide written notification to the District of all persons appointed as non-certificated instructional staff. That personnel delivering Tier 3 interventions will either hold a valid reading endorsement or reading certification.

D. The parties acknowledge and agree that the School District of Manatee County, Florida as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign and furniture shall rest with SELBY PRESCHOOL.

E. It shall provide space with furnishings for educational classes and will provide equipment necessary for each class. Final determination as to the need for equipment and furniture shall rest with SELBY PRESCHOOL.

F. It shall provide a monthly attendance record of ESE students to the District. In addition, a report relating to student progress on meeting IEP goals shall be submitted to the District at least quarterly for each ESE student. Copies of such progress reports shall be maintained in each student's educational record.

G. It shall conduct meetings as necessary to review and revise each ESE student's IEP. SELBY PRESCHOOL shall not make any changes to the IEP unless the District has authorized the changes. The ESE student's parent or legal guardian and the District or its representative shall be involved in all decisions regarding the ESE student's IEP and shall agree to any proposed changes prior to those changes being made. The District shall have responsibility for compliance with State District Rules.

H. IF THE CONTRACTED SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W
Bradenton, FL 34205
941-708-8770

I. Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990 and Genetic Information Non Discrimination Act of 2008 THE LILY SCHOOL FOR CHILD DEVELOPMENT agrees to comply with the school district's procedures to protect the confidentiality of student records and information, including all Federal and State Law, and assures it will provide the parent, or the student if beyond the age eighteen(18) the right of access, copies, amendments and hearings. Personally identifiable records or reports of a pupil or student, and any personal information contained therein are confidential. Release of the above-mentioned reports, records, or information requires the written consent of the student or student's parent or guardian.

3. Both Parties agree:

A. SELBY PRESCHOOL shall retain full control and discretion as to the appointment or removal of any instructional staff member employed by SELBY PRESCHOOL. The District may report to SELBY PRESCHOOL and a SELBY PRESCHOOL employee that is deemed by the District to be performing in a manner incompatible with the provisions of an adequate educational program to ESE students.

B. Staff of THE DISTRICT shall be permitted to review the program provided by SELBY PRESCHOOL including the IBP, evaluation reports and progress reports, and may confer with SELBY PRESCHOOL staff at reasonable times, as agreed upon by both parties.

C. Upon request, SELBY PRESCHOOL shall provide the State District of Education, Bureau of Exceptional Education and Student Services, with ESE students' attendance and IBP information.

D. To reimburse SELBY PRESCHOOL for delivery of the program services in an amount equal to 95% of the weighted FTE funding generated per year for the actual number of eligible students enrolled in the program during the Official FTE survey weeks conducted by the Florida Department of Education. The number of FTE will be adjusted in accordance with any adjustment made by the Florida State Legislature of

the Florida Department of Education. The maximum number of full-time equivalent students to be funded under this agreement is Forty (40) FTE's based on provision of documentation of internal review. Payments for August through December will be made on the basis of an estimate of the FTE count. Payments for January through March will be adjusted in accordance with actual July and October FTE count and an estimate for the February and June count. The payments for April through June will be based on the actual counts for July, October and February and an estimated June count. It is further understood by the District and the Provider that if there is a loss of funding because of the district exceeding the cap on any of the FTE there will be a proportional decrease in funding to the Provider. Extended School Year (ESY) services may be provided by SELBY PRESCHOOL if mutually agreed to by SELBY PRESCHOOL and THE DISTRICT. Dates of ESY services and reimbursement rates shall be agreed to by both parties prior to the initiation of any such services.

E. Other than the payment described in Section 3, item (D) above, this Contract is not intended to provide any mechanisms by which monies are paid or received from either party for the fulfillment of the duties set forth herein. Each party shall seek payment for services rendered from whatever sources are available to it and shall not look to the other party for payment for those services. This Contract is intended to set forth the agreement between the parties by which the delivery of ESE Services to students aged 3-5 may be provided at SELBY PRESCHOOL.

F. During the term of this Contract, SELBY PRESCHOOL shall maintain public liability and malpractice insurance coverage in at least the following amounts: ONE MILLION DOLLARS ($1,000,000) PER PERSON; THREE MILLION DOLLARS ($3,000,000) per occurrence, and as evidence of such insurance coverage SELBY PRESCHOOL shall furnish THE DISTRICT with a Certification of Insurance prior to commencing any services under this contract.

G. SELBY PRESCHOOL shall hold harmless, indemnify, and defend THE DISTRICT, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from THE DISTRICT, its agents or employees. In their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Contract. Nothing in this Contract shall be deemed to constitute a waiver of sovereign immunity on the part of THE DISTRICT, or to affect, limit, or reduce the protection from suite afforded to the School District under Florida law. This provision shall survive termination of this Contract shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.

4. Miscellaneous:

A. Any additions, changes, deletions, or modifications to this Contract must be agreed to in writing by both parties.

B. Any disputes relating to implementation of the provisions of this Contract may be resolved by informal meetings and/or conferences between THE DISTRICT's Director of Exceptional Student Education or his/her designee and the appropriate representative(s) of SELBY PRESCHOOL.

C. The Contract shall commence August 11, 2025, and shall terminate June 30, 2026, unless terminated at an earlier date by either party. Either party may terminate this Contract at any time without cause by giving thirty days written notice.

D. Any notice given pursuant to this Contract shall be made to SELBY PRESCHOOL to the attention of the Executive Director at 4405 DeSoto Road, Sarasota, FL 34235, and to THE DISTRICT to the attention of the Director of Exceptional Student Education at 2501 63rd Avenue East, Bradenton, FL 34203.

E. SELBY PRESCHOOL and THE DISTRICT mutually warrant that the program shall be in compliance with applicable provisions of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1974 and Section 504 of the Rehabilitative Act of 1973.

F. The sole and exclusive jurisdiction for any action brought pursuant to this Contract shall be in County or Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida.

G. SELBY PRESCHOOL shall comply with Florida's Public Records Law including:
   a) Keeping and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service;
   b) Providing the public with access to public records on the same terms and conditions that the District would provide the records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
   c) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
   d) Meeting all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of SELBY PRESCHOOL upon termination of the Agreement and destroy and duplicate public records that are exempt or confidential and exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to the School District in a format that is compatible with the information technology systems of the District.

H. Notwithstanding any other provision of the agreement, the parties hereby acknowledge and agree that the School District of Manatee County, Florida as an agency of the state of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in S768.28, Florida Statutes. No provision of this agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

5. Food Service Agreement:

   A. Any and all separate contract Food Services is unaffected by the Amendment and will remain in full force and effect. The School shall provide food service to its students consistent with applicable federal rules and regulations. If the school chooses to contract with the School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal and expiration.

6. Transportation Agreement:

   The School District to Manatee County will not be transporting students for the contracted site. The contracted site is solely responsible for the transportation of students.

7. Compliance with Jessica Lunsford Act:

   A. Vendors, individuals or entities under contract with the School Board of Manatee County who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes. If it is found that a person who is employed or under contract does not meet the Level 2 requirements the person shall be immediately suspended from working in that capacity and shall remain suspended until the final resolution of any appeal. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must agree to indemnify and hold harmless the School Board of any claims made against the School Board related to the failure to comply with this requirement.

8. Sovereign Immunity:

   A. The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

9. E-Verify:
   A. Employment Eligibility Verification ("E-VERIFY"): By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contract and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verfy-uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system. The Contracted Site agrees to execute the attached E-Verify Form annexed to this agreement.

Contractor E-Verify Number:_____#275702_____

10. Termination:

   A. Termination for Cause – The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School District under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

   B. Terminations for Convenience – Termination of this contract in whole or in part may be made by the School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when District approval is not required and subject to District approval when required.

11. Entire Agreement:

   A. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more

counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict, the terms of this agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

COMMUNITY HAVEN FOR ADULTS AND CHILDREN WITH DISABILITIES, INC.

Brad Jones, President/CEO — Date: 5.21-25

SCHOOL BOARD OF MANATEE COUNTY

Kevin Chapman, Interim Superintendent — Date

Chad Choate III, Board Chair — Date

Approved as to form

General Counsel — Date

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Alison Thomas | Selby Preschool

Address: 4405 Desoto Rd Sarasota 34235

Phone Number: 941-355-8808

Authorized Representative's Name: Alison Thomas

Authorized Representative's Title: COO

Email Address: athomas@thehavensrq.org

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

A. Thomas — 6/5/25

Signature of Authorized Representative — Date

AGENDA ITEM NO. 9.17

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Purchase Automobile Liability, General Liability, Automobile Physical Damage & Workers Compensation Claims Handling, SDMC No. 26-0044-TG. Estimated in the Amount of $300,000.00 Annually (Workers Compensation Funds)

Executive Summary
This contract is for claims administration services to support a two part administrative services program: the District's self-insured property, casualty program; and the self-insured workers' compensation program. The District decided to negotiate with Davies Claims North America, Inc. due to satisfactory services. The requested contract is for the period of July 1, 2025 through June 30, 2028 with two additional one-year renewals through June 30, 2030. Administration fees will be paid each year per the pricing listed on the contract. Claims separate from the administrative fees will be paid per the contracted pricing on an as incurred basis throughout the contract period.

Fees for handling workers compensation claims from July 1, 2025 through June 30, 2026 will be billed at $275,711.00. Cost to include all new claims with a dedicated adjuster and nurse case manager. Fees for handling workers compensation claims from July 1, 2026 through June 30, 2027 will be billed at $286,740.00. Cost to include all new claims with a dedicated adjuster and nurse case manager. Fees for handling workers compensation claims from July 1, 2027 through June 30, 2028 will be billed at $298,210.00. Cost to include all new claims with a dedicated adjuster and nurse case manager.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

State Board Rule 6A-1.012(15) states, "Except as otherwise required by statute, a district school board, when purchasing insurance, entering risk management programs, or contracting with third-party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract."

The supplier is Davies Claims North America, Inc, Lakewood Ranch, FL, Florida Document No. 300298 .

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 purchase automobile liability, general liability, automobile physical damage & workers compensation claims handling, SDMC No. 26-0044-TG, estimated in the amount of $300,000.00 annually (Workers Compensation Funds).

Financial Impact
The funding source for this expenditure is Workers Compensation and is included in the Risk Management's Department proposed budget for 2025/2026.

Contact

S**ubmitting Departments:** Risk Management and Purchasing
Initiated By: Bill Kelley and Tyler Goffi

Attachments:
SDMC-Davies-Contract-2025-2030

SERVICE CONTRACT FOR MULTIPLE LINES
CLAIMS HANDLING

THIS SERVICE CONTRACT FOR AUTOMOBILE LIABILITY, GENERAL LIABILITY, AUTOMOBILE PHYSICAL DAMAGE, AND WORKERS' COMPENSATION CLAIMS HANDLING is made and entered into this _____ day of _____, but is effective for all purposes as of the 1st day of July, 2025 by and between THE SCHOOL DISTRICT OF MANATEE COUNTY (referred to as the "Client"), and DAVIES CLAIMS NORTH AMERICA, INC. (referred to as the "Service Agent").

WITNESSETH:

WHEREAS, the Client has undertaken to self-insure its Automobile Liability, General Liability, Automobile Physical Damage, and Workers' Compensation liability in accordance with the Florida Workers' Compensation Law and other applicable Florida statutes and regulations; and

WHEREAS, the Service Agent is engaged in the supervision and administration of programs for self-insured Clients;

WHEREAS, the Client desires to engage the Service Agent for, and the Service Agent desires to assist the Client in, automobile liability, general liability, automobile physical damage, and workers' compensation claims handling;

NOW, THEREFORE, for and in consideration of the premises and of the mutual obligations, performance of services, and payment of compensation set forth herein, the parties agree as follows:

1. **Engagement**. The Client hereby engages the Service Agent to supervise and administer the Self-Insured Liability and Workers' Compensation Programs of the Client in accordance with the applicable rules and regulations as adopted and amended by the State of Florida.

2. **Term**. Subject to termination pursuant to Paragraph 10, the term of this Agreement shall begin as of July 1, 2025 and shall terminate on June 30, 2028; provided, however, that this Agreement shall renew automatically for two additional one-year terms unless otherwise terminated.

3. **Fund for Payment of Claims**. The Client has the sole obligation and responsibility for funding the payment of claims under the Law and Rules. The Service Agent assumes no duty to fund any such claims at any time and shall have no obligation to advance funds for any such payment. The Client agrees to maintain all necessary funds for payment of claims in accordance with the Law and Rules and to inform the Service Agent of all

relevant details with respect to any such accounts in order for the Service Agent to perform its duties under this Agreement. The Client shall add to or increase the amount in any such accounts as needed, and, in any event, within five (5) business days from the Service Agent's notice to the Client to such effect. The Client shall be responsible for all fees, fines or claims incurred and/or any loss or damages sustained by the Service Agent in the event Client does not meet its obligations under this paragraph 3.

4. **Allocated Claims Expenses**. Charges for services below are billed at negotiated rates for vendors selected by CLIENT/SERVICE AGENT unless otherwise outlined below. "Allocated Claims Expenses" shall be defined as expenses arising in connection with the settlement of claims, which shall be defined as expenses directly allocated to a particular claim to be discharged from the accounts funded by the Client specified in Paragraph 3, including, but not limited to:

   a. Attorneys' and legal assistants' fees for claim and any lawsuits, before and at trial, on appeal, or otherwise;

   b. Court and other litigation and settlement expenses, including, without limitation:

      (i) Medical examinations to determine extent of liability;

      (ii) Expert medical and other testimony;

      (iii) Laboratory, X-ray and other diagnostic tests;

      (iv) Autopsy, surgical reviews, and other pathology services;

      (v) Physician and related fees and expenses in reading, interpreting, or performing any of the foregoing tests or services;

      (vi) Stenographer, process server, and other related trial preparation, trial, settlement, and court costs;

      (vii) Witnesses fees and expenses before and at trial, deposition, settlement discussions, or otherwise;

   c. Fees and expenses for surveillance, private investigators, or otherwise;

   d. Fees for the indexing of injured employees and third party claimants;

   e. Fees for any work done outside the office, including, but not limited to, field investigations necessary to determine compensability, liability, Special Disability Trust Fund or subrogation recoverability, claimant control, attendance at mediations, hearings and depositions, attendance at medical consultations or hearings, and appraisals;

f. Fees for any field investigation will be $95.00 per hour, $0.55 per mile, $1.00 per color photograph, and administrative expense. We will bill at these rates all activities involving handling, controlling, or settling a Client's liability on a claim and fees are charged back to and paid from the claim file; Field work on property losses will be billed based on the attached Property Schedule; or the schedule in effect at the time of accident. Catastrophe fees will be billed on the attached Catastrophe Schedule; or the schedule in effect at the time of the catastrophe.

g. Fees for over-night or special mail service for various documents;

h. Fees for examining and reducing hospital and medical bills as appropriate will be $7.95 per bill and 30% of all savings over and Fee Schedule Savings;

i. Photocopying and/or CD-ROM copies and review of relevant documentation;

j. On-Site Case Management, Peer Review, Medical Care Audits, and Hospital Bill Audits; and

k. Medicare Set-Aside (MSA) services to include; recommendation for MSA submission, MSA cost projection, MSA submission, liability MSA services, comprehensive drug utilization review, lien search, conditional lien dispute, projection update.

5. **Compensation for the Service Agent**. For performing its services under this Agreement, the Service Agent shall be entitled to the following compensation:

a. Fees for handling workers compensation claims from July 1, 2025 through June 30, 2026 will be billed at $275,711.00. Cost to include all new claims with a dedicated adjuster and nurse case manager.

Fees for handling workers compensation claims from July 1, 2026 through June 30, 2027 will be billed at $286,740.00. Cost to include all new claims with a dedicated adjuster and nurse case manager.

Fees for handling workers compensation claims from July 1, 2027 through June 30, 2028 will be billed at $298,210.00. Cost to include all new claims with a dedicated adjuster and nurse case manager.

b. Fees for handling liability claims from July 1, 2025 through June 30, 2028 will be billed monthly as claims are reported at the following rates.

- Auto Liability – Bodily Injury $950 per exposure
- Auto Liability – Property Damage $475 per exposure
- Auto Physical Damage $425 per exposure
- General Liability – Bodily Injury $950 per exposure
- General Liability – Property Damage $475 per exposure

• Property	$225 per exposure
• Errors and Omissions	$1,050 per exposure
• Employment Practices	$1,050 per exposure
• Data Capture/ Pay & Close(*)	$65 per exposure

* This fee would be charged on claims where Service Agent is requested to issue payments only. Service Agent's responsibility would be limited to data capture and check issuance.

c. Bus Accident - Should a bus accident occur with more than 10 BI exposures, the following fees will apply: The full rate for Auto Liability – Bodily Injury for the first 10 exposures, for every additional BI exposure the fee will be reduced by half.

d. This agreement is renewable for two (2) additional one-year terms upon mutual agreement. Fees for handling workers' compensation and liability claims the fourth and fifth year of the addendum will each increase 3% over the previous year's fees.

e. Information Management Services – all services outlined below are included in the annual service fee (a):
   - Standard Reports - via email in PDF
   - OSHA Reports
   - State Reporting
   - Internet Access to AIM System & Document Imaging
   - Internet & Ad Hoc Training - at our site or telephonic
   - Ad Hoc Report Library (Excel Reports) - Limited to 3 Users
   - Ad Hoc Query Studio (User-created, Excel Reports) - Limited to 3 Users
   - Stewardship Reports- Annually

f. Loss Control - (Optional)

Inspections/surveys/reports	$95.00 per hour
Travel	$95.00 per hour
Reports/recommendations from review of District loss reports	$95.00 per hour
Training Sessions	$95.00 per hour
Online training courses	Per launch

g. Standard reports are provided at no charge. However, if specific custom reports are needed and programming is required there will be an hourly fee of $245.00 billed. The programming quote will be provided to the CLIENT prior to completion for approval to proceed with programming.

6. **Excess Reporting Obligation**. Unless otherwise specified in this Agreement, Service Agent agrees that reporting claims to excess insurance carrier is the Service Agent's responsibility. It is the responsibility of the Client to provide accurate coverage information regarding any insurance policies insuring claims covered by this contract.

The information for all claim years that the Service Agent is handling will be made available to the Service Agent within 90 days of contract inception. New insurance information on renewal years will be made within 90 days of renewal date. Excess information will include name and claims reporting address and phone number of all carriers, policy number, effective dates, limits of liability, deductibles, specific retentions and loss funds. Actual policies will be provided. The excess information is required for each claim year that the Service Agent is handling for the Client. If the excess information is not made available as outlined in this paragraph, Service Agent will not be responsible for any penalties, interest, or reductions in excess recoveries, or any other liabilities because of late reporting as a result of or in connection therewith. The Service Agent shall not be responsible for costs, judgments', settlements, damages, etc. resulting from the excess carrier's denial of a claim due to untimely reporting at the fault of the prior administrator(s) for claims assumed under the current contract. The Service Agent shall not be responsible for reporting to excess or collecting recoverable(s) for closed claims at time of contract inception, unless so directed by Client.

7. **Medicare Data/Reporting Requirements** – Unless otherwise specified in this Agreement, Service Agent agrees that reporting claims where the claimant is a Medicare beneficiary to CMS is the Service Agent's responsibility, refer to Section 111 for reporting requirements. It is the responsibility of the Client to provide the Service Agent with all Medicare claim input SUBMISSION and RESPONSE information within the transfer of claims. The information provided must include all Query submission, Query response, claim input submission and response files available back to 01/01/2010. If this Medicare data is not made available to the Service Agent by Client as outlined in this Paragraph at least 30 days prior to the next quarter submission, Service Agent will not be responsible for any penalties, interest or any other liabilities because of the late reporting as a result of insufficient data. The Service Agent shall not be responsible for reporting to Medicare for closed claims at time of contract inception.

8. **Continuing Handling of Claims After Termination of Contract or Legally Imposed Mandates**. Upon termination of this Agreement as set forth in paragraph 10, the Service Agent agrees to continue handling all claims that have been made and reported to it prior to such date of termination for thirty (30) days unless the parties have agreed otherwise in writing.

   Upon repeal of any service mandated by the workers' compensation law and/or other applicable statutes and/or regulations, the Service Agent agrees to continue handling all claims under the repealed service that have been reported to it prior to the date of such repeal for thirty (30) days unless the parties have agreed otherwise in writing.

   Upon exiting, client data will be provided to the new TPA either by a series of attachments to one or more email messages containing zip files which can be password-protected or via CD ROMS. The claim files may exist as paper files and will be shipped as such. If the claim files are stored as images in a document retrieval system, they will be provided via CD ROM or the most current means of providing data at the Service Agent's option. The cost for this will be no greater than $3,500.00. The Client will be billed for any additional programming to help in data transfer.

9. **Disputes Subject to Arbitration**. Any dispute or claim arising out of or relating to this Agreement or any breach thereof shall be resolved by submission of such dispute or claim to arbitration, by a party giving notice to the other party, of its demand for arbitration. The Client and the Service Agent shall each select one member of the arbitration panel and the two selected members shall select a third neutral member for the arbitration panel. In the event that either party fails to appoint an arbitrator within thirty (30) days of the other party's request for it to do so, the party requesting the appointment may appoint the other party's arbitrator. If the two party appointed arbitrators are unable to agree on the third neutral arbitrator, the third neutral arbitrator shall be selected by the American Arbitration Association. All arbitrators shall be experienced or knowledgeable of insurance claims administration related to the type of insurance subject to this Agreement. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The determination of the arbitrators shall be binding on all parties and the arbitration award or decision shall be binding on all parties and the arbitration award or decision shall be enforceable by any court having jurisdiction over the parties.

10. **Termination**. This Agreement may be terminated by either the Client or the Service Agent by giving prior written notice of ninety (90) days. In the event of such termination, compensation paid or payable to Service Agent under Paragraph 5 shall be prorated as applicable. Notwithstanding anything in this Paragraph 10 to the contrary, the insolvency or filing for relief from creditors of any party pursuant to the United States Bankruptcy Code or the material breach of a material provision of this Agreement by any party shall permit the other party to cancel this Agreement immediately upon written notice.

11. **Covenants of the Service Agent and the Client**. Each of the Service Agent and the Client agrees to use reasonable industry standards in the performance of its duties under this Agreement and will use its best efforts to comply at all times with the Law and the Rules.

12. **Indemnification**. The Client shall indemnify and hold harmless the Service Agent and the Service Agent's directors, officers, employees, stockholders, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including, without limitation, all reasonable attorneys' and legal assistants' fees, resulting from the (a) breach of, or negligence or misconduct in performing any provision of this Agreement, by the Client or the Client's directors, officers, employees, stockholders or agents, whether acting alone or in collusion or in concert with others; or (b) the Service Agent's compliance with any instructions or directions given by the Client to the Service Agent.

    The Service Agent shall indemnify and hold harmless the Client and the Client's directors, officers, employees, stockholders, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including, without limitations, all reasonable attorneys' and legal assistants' fees, resulting from the

breach, or negligence or misconduct in performing any provision, of this Agreement by the Service Agent or the Service Agent's directors, officers, employees, stockholders or agents, whether acting alone or in collusion or concert with others.

13. **Miscellaneous**.

a. Each party represents and warrants that it has full power and authority to enter into this Agreement.

b. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if (i) personally delivered; (ii) transmitted by telecopy, electronic telephone line facsimile transmission, or other similar electronic or digital transmission method and its receipt is acknowledged by the receiving party; (iii) sent by a nationally recognized expedited delivery service that provides confirmation of delivery and permits delivery, if applicable, to a P.O. Box address; or (iv) mailed by certified or registered mail, postage prepaid. In each case, notice shall be sent to:

If to the Client:	School District of Manatee County 215 Manatee Avenue West Bradenton, FL 34205
If to the Service Agent:	Davies Claims North America, Inc. Post Office Box 110259 Lakewood Ranch, FL 34211-0004

or to such other address as either party may have specified in writing to the other using the procedures specified above in this Paragraph.

c. (i) This Agreement shall be construed pursuant to and governed by the substantive laws of the State of Florida (and any provision of Florida law shall not apply if the law of a State or jurisdiction other than Florida would otherwise apply).

(ii) The headings of the various Paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction, or interpretation of this Agreement.

(iii) Any provision of this Agreement which is determined by a court of competent jurisdiction to be prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. In any such case, such determination shall not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. If any provision or term

of this Agreement is susceptible to two or more constructions or interpretations, one or more of which would render the provision or term void or unenforceable, the parties agree that a construction or interpretation which renders the term or provision valid shall be favored.

d. This Agreement constitutes the entire Agreement, and supersedes all prior agreements and understandings, oral and written among the parties to this Agreement with respect to the subject matter hereof.

e. (i) If, within ten (10) days after demand to comply with the obligations of one of the parties to this Agreement served in writing on the other, compliance or reasonable assurance of compliance is not forthcoming, and the other party takes steps to enforce rights under this Agreement pursuant to paragraph 9 or otherwise, the prevailing party in any action shall be entitled to recover all reasonable costs and expenses (including all reasonable attorneys' and legal assistants' fees).

(ii) If any monies shall be due either of the parties to this Agreement hereunder and shall not be paid within forty-five (45) days from the due date of such payment, interest shall accrue on such unpaid amount at the rate of 1% per month.

f. This Agreement shall be binding upon and inure to the benefit of the successors in interest and assigns of the parties.

g. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements, or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

h. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument and shall become effective when each of the parties has executed at least one of the counterparts even if all the parties have not executed the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement effective for all purposes as of July 1, 2025.

WITNESSES: SCHOOL DISTRICT OF MANATEE COUNTY

_____ _____

_____

WITNESSES:

_____

_____

DAVIES CLAIMS NORTH AMERICA, INC.

_____

Beverly Adkins, AIM, AIC
President

AGENDA ITEM NO. 9.18

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the Use of Sourcewell Contract on Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies, SDMC No. 26-0043-MR, Estimated in the Amount of $200,000.00 Annually (Capital Fund)

Executive Summary
The District is requesting approval to use the Sourcewell proposal #050224 for elevators, escalators, and moving walks with related equipment, services and supplies. This proposal covers maintenance services, equipment upgrades, repairs, and new installations for elevators.

The requested contract is for the period through June 25, 2028, with the option to renew 3 additional 1-year period.

Historical expenditures are as follows:
YTD 2024-2025: $89,482.63
Fiscal Year 2023-2024: $186,227.23
Fiscal Year 2022-2023: $868,649.85

Vendors agreed to extend the pricing to the School District Manatee County under the same terms and conditions as Sourcewell. Copies of the proposal specifications and pricing are on file in the purchasing department.

Rule 6A-1.012(6), Florida Administrative Code, states "In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board."

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allows.
Sourcewell awarded their bid to:
Thyssenkrupp Elevator Corporation**,** Tallahassee, FL, Florida Document No. F99000004915.
Additional suppliers may be added as needed throughout the contract period.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation

The Superintendent recommends approval of the use of Sourcewell Contract on Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies, SDMC No. 26-0043-MR, Estimated in the Amount of $200,000.00 annually (Capital Fund).

Financial Impact

The funding source for this estimated expenditure is Local Capital Improvement and is included in Maintenance, Operations & Central Distribution Warehouse Department proposal budget for 2025-2026.

Contact

Submitting Departments: Maintenance, Operations & Central Distribution Warehouse and Purchasing
Initiated By: Todd Henson and Melody Ryan

Attachments:
Proposal Evaluation-Sourcewell

DocuSign Envelope ID: 23B7600B-BCE7-4A98-BA2A-5DE93F019E9A

Proposal Evaluation

Elevators, Escalators, and Moving Walks with Related Equipment, Services, and Supplies RFP #050224

	Possible Points	Henderson Building Solutions, LLC	L & T Technology Services Limited	Otis Elevator Company	Premier Elevator DBA Elevated	Schindler Elevator Corp	TK Elevator Corporation	Transel Elevator & Electric, Inc	Venture Elevator Inc
Conformance to RFP Requirements	**50**			39	37	41	42	41	33
Financial Viability and Marketplace Success	**75**			63	57	66	62	64	57
Ability to Sell and Deliver Service	**100**			81	69	86	83	78	61
Marketing Plan	**50**			29	37	38	39	39	25
Value Added Attributes	**75**			52	50	66	66	57	41
Warranty	**50**			40	35	41	41	37	33
Depth and Breadth of Offered Equipment, Products, or Services	**200**			175	131	174	175	168	158
Pricing	**400**			296	256	316	320	326	245
Total Points	**1,000**			775	672	828	828	810	653
Rank Order				4	5	1.5	1.5	3	6

DocuSigned by:
Ginger Line
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Ginger Line, MPA, NIGP-CPP, CPPB, Senior Procurement Analyst

DocuSigned by:
Bill Davison
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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

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Scott Dobereiner
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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst

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Lisa Truax
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Lisa Truax, CPPB, Procurement Analyst

AGENDA ITEM NO. 9.19

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Purchase Assessment Technology Institute Nursing Program, SDMC No. 26-0050-BS, Estimated in the Amount of $250,000.00 Annually (Multiple Funding Sources)

Executive Summary
Manatee Technical College's Nursing Program has partnered with Ascend Learning Holdings LLC, d/b/a Assessment Technologies Institute, LLC (ATI), initially utilizing a limited online package. Over time, we have expanded our engagement to include additional resources, such as on-campus live training sessions at the conclusion of the program. These tools have demonstrated measurable effectiveness in supporting student success.

ATI offers a robust suite of products and services that span academic learning, National Council Licensure Examination (NCLEX) preparation, and beyond. The proposed package represents an upgrade from our current subscription and consolidates several components we have previously purchased separately.

This enhanced solution will serve as the primary instructional resource for Practical Nursing students, replacing all but one of the former program textbooks. It centralizes content delivery and includes comprehensive support for both preparation and remediation related to the comprehensive exit exam. Notably, it features a pass guarantee for the NCLEX; students who do not pass will receive access to a 12-week virtual ATI remediation program. Since implementing ATI's tools in 2021, we have observed a 15% increase in our NCLEX pass rate, underscoring the value and impact of this investment.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 1, 2025 through June 30, 2028.

Historical expenditures are as follows:
- YTD 2024-2025 $95,504.36 (07-01-2024 – 05-22-25)
- 2023-2024 $70,168.00
- 2022-2023 $45,390.00

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention,

medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

The supplier is Ascend Learning Holdings LLC DBA Assessment Technologies Institute, LLC, Leawood, KS, Florida Document No. M23000007203.

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 purchase Assessment Technology Institute Nursing Program, SDMC No. 26-0050-BS, estimated in the amount of $250,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this expenditure is workforce development funds, student tuition, and lab fees and is included in the Manatee Technical College's proposed budget for 2025-2026.

Contact

Submitting Departments: Adult Career and Technical College and Purchasing

Initiated By: Dr. Paul Gansemer and Tyler Goffi

AGENDA ITEM NO. 9.20

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval to Purchase Legal Services, SDMC No. 26-0050-TG, Estimated in the amount of $395,000.00 Annually (General Fund)

Executive Summary
The District is requesting approval to purchase legal services. Legal services are required for issues regarding employee discipline, defense of litigation, Equal Employment Opportunity Commission charges, defense of unfair labor practices, arbitrations, defense of Exceptional Student Education (ESE) related matters, Office of Civil Rights Complaints and other legal services as assigned.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of 7/1/2025 through 6/30/2026.

Historical expenditures reported under Outside Attorney Fees in the General Counsel department are as follows:

- YTD 2024-2025 $190,129 (06-09-2025, excludes encumbrances)
- 2023-2024 $794,255
- 2022-2023 $288,316
- 2021-2022 $144,505

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready 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 purchase legal services, SDMC 26-0050-TG, estimated in the amount of $395,000.00 annually (General Fund).

Financial Impact
The funding source for this expenditure of outside attorney fees is the General Fund and is included in the Legal Department's proposed budget for 2025-2026.

Contact
Submitting Department: Legal

Initiated by: Kevin Pendley

Attachments:
Engagement Letter - Johnson Jackson SY 25-26
Engagement Letter - GrayRobinson SY 25-26
Engagment Letter - BGRH SY 25-26
Engagement Letter - Sniffen & Spellman SY 25-26
Rob Robinson Signed LOE

May 7, 2025

VIA EMAIL

Kevin W. Pendley, General Counsel
Manatee County School Board
215 Manatee Avenue West
Bradenton, FL 34205
PendleyK@Manateeschools.net

RE: **ENGAGEMENT FOR LEGAL SERVICES**

Dear Kevin:

We appreciate the opportunity to serve as legal counsel for the School Board of Manatee County, Florida for those matters that are assigned. We look forward to continuing to work with you.

Unless otherwise specified in the representation letter, we will render monthly invoices throughout our representation, and our invoices are due within thirty days. Our invoices typically contain a brief description of the work performed, the individual performing the work, the time required to perform the work, and itemize the costs incurred.

Our fees will be based on the hourly billing rates for the lawyers and paralegals performing the services. We record billable work performed in increments of one-tenth of an hour and periodically adjust the hourly billing rates of our lawyers and paralegals to recognize advancement in their knowledge or experience, and to reflect increases in the cost associated with the performance of legal services. The hourly rate for services performed by the lawyers for the 2025-2026 school year is $210.00 per hour. The cost for the paralegals is $100.00 per hour.

Our invoices may include cost advances that we have made on your behalf and charges for internal services. Cost advances include such items as travel expenses, courier services, service of process fees, photocopy charges by third parties, filing fees, recording fees, lien and judgment searches, expert witnesses, court reporter services, corporate record books, registration fees charged by governmental authorities and any other costs incurred in the course of our representation of the School Board. Such costs advanced on your behalf will be billed to you without any mark-up for our administrative costs to process and pay the invoices. While traveling on client business, the firm charges travel time at standard hourly rates and will charge all costs advanced for airline, hotel, rental cars, etc., at cost to your account.

Internal services typically include such items as postage, photocopies, computer research expense, mileage incurred by internal messengers, and other costs necessitated by the representation. The charge made for these internal services may be based on customary market rates, or by pro-rata allocation of consolidated billing statements from vendors, or on a subjective unit-cost basis for ease of administration, which may not be indicative of actual cost.

The School Board may terminate our agreement for any reason at any time on written notice to us; however, in a litigation matter, our termination will not be effective until the court approves our withdrawal.

As a matter of professional responsibility, we must preserve the confidences of our clients. This professional responsibility and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and the client's lawyer. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of the School Board.

Finally, other lawyers, law clerks, paralegals, and legal assistants of our firm may participate in the representation to the extent appropriate. Our firm is mindful of the cost of legal services and will seek at all times to represent you effectively and efficiently. We invite you to discuss promptly with us any questions you have concerning our billing statements. We want our clients to be satisfied with both the quality and the value of our legal services.

The School Board's agreement to this engagement constitutes the acceptance of the foregoing terms and conditions, effective July 1, 2025, until June 30, 2026. If any of them is unacceptable, please advise us. If the terms of this engagement letter are satisfactory, please so indicate by signing below and return an original signed letter. We sincerely appreciate the opportunity to represent the School Board.

Very truly yours,



Erin G. Jackson

Executed at _____this _____day of _____, 2025.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____

Title: _____

Thomas M. Gonzalez | Thomas.Gonzalez@gray-robinson.com | **D** 813.273.5244
101 East Kennedy Boulevard, Suite 4000, Tampa, Florida 33602 | **T** 813.273.5000 | **F** 813.273.5145

May 9, 2025

Kevin W. Pendley, B.C.S.
General Counsel
School District of Manatee County, Florida
215 Manatee Avenue West
Bradenton, Florida 34205
PendleyK@ManateeSchools.net

Re: Legal Representation – General Labor and Employment for the School Year 2025-2026

Dear Mr. Pendley:

Pursuant to your request, I am providing this engagement letter to the School District of Manatee County, Florida for legal representation regarding general labor and employment issues for the school year 2025-2026.

The firm bills on an hourly basis, which is billed monthly. The hourly rate for representation regarding this matter is $200.00 for the undersigned and $100.00 for paralegals. The firm also bills for out-of-pocket expenses including when applicable mileage, overnight delivery, computer research, and any other out of pocket expenses.

The firm would provide those services requested by School District of Manatee County, Florida's representative. The representation would be terminable at will upon notice given by the client.

Please let me know if you require any additional information. The School District of Manatee County, Florida's representative's signature of this letter will constitute the firm's retention letter. Thank you again for your consideration.

Very truly yours,

Thomas M. Gonzalez

Accepted:_____

Title:_____

Date:_____

TMG/srk

SACHA DYSON

BUSH | GRAZIANO
RICE | HEARING
TRIAL LAWYERS

sdyson@bgrhlaw.com
Direct: 813.204.2853

May 8, 2025

VIA EMAIL
School District of Manatee County, Florida
c/o Kevin W. Pendley
215 Manatee Avenue West
Bradenton, FL 34205

Re: Legal Counsel Representation

Dear Kevin:

I appreciate the confidence that you have shown in our firm by selecting us to provide legal advice to you regarding employment matters.

I have enclosed a fee schedule for the 2025-2026 school year, commencing on July 1, 2025 and ending on June 30, 2026, regarding our representation which includes information about our normal office billing practices. If it is acceptable to you, please sign it and return it to me immediately.

If you have any questions regarding this or other matters, please do not hesitate to contact me. We look forward to working with you.

With kind regards, I am,

Sincerely,

BUSH GRAZIANO RICE & HEARING, P.A.

Sacha Dyson
Board Certified in Labor & Employment Law

SD/nhh
Enclosure:

FEE SCHEDULE REGARDING REPRESENTATION OF SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA BY BUSH GRAZIANO RICE & HEARING, P.A.

1. Bush Graziano Rice & Hearing, P.A. shall provide legal services as needed/requested by the School District of Manatee County, Florida. Rates for such representation are set forth below and effective from July 1, 2025 through and including June 30, 2026.

CLASSIFICATION	HOURLY RATE
Shareholder/Partner	$250.00
Associate	$200.00
Paralegal	$125.00

2. Any costs incurred by the firm in defense of the claim will be reimbursed at the actual cost with no mark up.

3. No charges are levied for secretarial support or "overhead." Billing is typically done monthly, although different cycles are available upon request.

4. Unless otherwise agreed to, the following applies: (a) time is billed in one-tenth (1/10th) hour increments, and is "portal to portal" for all time expended on behalf of the client; (b) copying is billed at 20¢ per page; (c) mileage is billed at current IRS mileage rate.

Agreed to and accepted on this _____ day of May, 2025.

By: _____
School District of Manatee County, Florida

SNIFFEN & SPELLMAN, P.A.

123 North Monroe Street • Tallahassee, FL •
32301 Phone: 850.205.1996 • Fax: 850.205.3004
www.sniffenlaw.com

May 12, 2025

The School Board of Manatee
County 215 Manatee Avenue West
Bradenton, FL 34205

Re: Letter of Engagement with Manatee County School
District School Year 2025-2026 (beginning July 1, 2025)

Dear Board Members:

We are pleased that we have been retained by the SCHOOL BOARD OF MANATEE COUNTY in connection with the specific representation of the Client in legal matters involving the education and discipline of students with disabilities. This letter will govern the work to be performed by us (and related costs) accomplished by the Firm for the Client unless a different fee and cost arrangement for such work is agreed upon in writing by the parties.

This letter describes the basis on which our Firm will provide legal services to the Client and bill for those services.

1. Attorney in Charge: The undersigned attorney of the Firm may or may not be the "Attorney in Charge" of the Client's legal matters. Further, attorneys other than the attorney in charge as well as others under their supervision may be involved in handling your matters. However, always feel free to contact me with any questions or comments you may have with respect to your relationship with the Firm.

2. Fees: Fees will be based upon our standard hourly rates. My current hourly rate is $215.00 per hour.[1] Paralegal rates are at $95.00 per hour.

3. Retainer: It is the Firm's typical policy to require a retainer before the Firm renders services. However, this requirement is being waived in this instance.

4. Payment of Invoices: Invoices should be paid promptly upon receipt from the Firm. Delays in payment may result in the Firm's unavailability to continue accepting billable work on behalf of the District. The District has agreed not to engage in block billing, per the directive of Superintendent's legal counsel.

[1] My clients in the southwest part of the state pay this hourly rate as of July 1, 2025.

Please review the foregoing and kindly sign a copy of this letter and return it to me. We cannot proceed on the Client's behalf until this letter is signed and returned.

Thank you for retaining us and we look forward to working with you.

Very truly yours,

/s/ Amy Pitsch
Amy J. Pitsch, Esq.
SNIFFEN & SPELLMAN, P.A.

AJP/mc

APPROVED AND AGREED to this
_____ day of _____, 2025,
by the undersigned.

Client: SCHOOL BOARD OF MANATEE COUNTY

By:_____ Social Security or FEI number _____

Rob Robinson
Attorney P.A.

941.364.2404
rob@robrobinson.law
robrobinson.law

June 13, 2025

VIA U.S. MAIL
Interim Superintendent Kevin Chapman
School District of Manatee County
215 Manatee Avenue W.
Bradenton, FL 34205

Re: Letter of Engagement

Dear Interim Superintendent Chapman:

I am pleased that the School District of Manatee County (SDMC) is retaining our firm to represent it in certain assigned matters from July 1, 2025, to June 30, 2026. This letter is intended to set forth the firm's agreement with the SDMC as to the nature and scope of the legal services the firm will be performing, the manner in which the firm's fees for those services will be determined, and the terms upon which payment will be made.

1. **Nature of legal services**. The SDMC has engaged the firm to represent former SDMC employees in litigation. SDMC reserves the right to assign additional work to the firm.

2. **Fees for services**. The firm will bill you for our services at our standard hourly rates, which are adjusted from time to time. At the present time, the hourly rates in the litigation section are as set forth below:

Robert K. Robinson	$205.00
Paralegal	$95.00

I will be the attorney principally responsible for representing the SDMC or the former employees in this matter. The firm will endeavor to make efficient use of personnel to minimize the fees and may ask the SDMC to assist us whenever possible. The firm may engage the services of outside law firms or paralegals at the same rate as this engagement letter to assist it in trial, appeals and special projects associated with the litigation. These costs will be added to the monthly invoices of the firm.

3. **Costs.** If it is necessary in our representation of any matters to incur out of pocket expenses such as lodging, telephone calls, deposition transcripts, filing fees, copying, mileage computerized legal research, and the like, this will be billed monthly. The firm will endeavor to minimize these costs whenever possible.

4. **Retainer deposit.** In order to provide a source for payment of costs incurred and fees when appropriate, the firm may require, and only with the agreement of SDMC, that SDMC deposit with us, in trust, a retainer; however, the firm will waive that requirement at this time. In the event we are asked to file a suit on behalf of the SDMC, a retainer may be required to be negotiated at that time.

5. **Billing.** Unless agreed otherwise, our invoices will be prepared and mailed during the month following the month in which services were rendered, and costs were incurred. The bill is due upon receipt. This does not apply to any requests for additional deposits which are due upon notice to the SDMC of such being required. The SDMC agrees to pay the bill as soon as practicable and no later than 30 days from the date it was mailed. Interest on outstanding balances will be charged at 1.5% per month on outstanding balances for 30 days or more. The failure to pay any bill for fees and costs rendered to the SDMC in accordance with this agreement will constitute a default. In the event of default, the SDMC consents to the firm's immediate cessation of all legal services on its behalf and to the firm's withdrawal as its counsel from all pending litigation. The SDMC will nevertheless be liable to the firm for payment of any fees earned or costs incurred prior to our withdrawal as its counsel from all pending litigation. The SDMC will nevertheless be liable to the firm for payment of any fees earned or costs incurred prior to our withdrawal as its counsel.

6. **Limitations on services.** Our services on behalf of the SDMC are limited to the services described in paragraph 1 of this agreement.

7. **No guarantee.** Nothing in this agreement or in any prior conversations should be interpreted by the SDMC as a guarantee of the outcome of any case. The firm cannot guarantee the result of the judicial process. The firm does promise to represent the SDMC zealously, competently, and in a professional manner.

8. **Communication.** We strive to be open and available to our clients. We will promptly respond to your inquiries, usually within 48 hours unless circumstances prevent it. Our staff is well trained and knowledgeable. Progress information may be obtained from them, but they cannot give legal advice. While we encourage communication, please keep in mind that time is a lawyer's stock in trade.

Please review this agreement and if the SDMC has any questions, please do not hesitate to contact me. If this agreement is acceptable, please acknowledge that the SDMC has reviewed it, understands it, and desires to retain the firm in accordance with this agreement. The SDMC will do so by executing this agreement below and returning one copy to me. If the SDMC would like to review this agreement with another lawyer, please feel free to do so.

Sincerely,

ROB ROBINSON ATTORNEY P.A.

Robert K. Robinson

REVIEWED AND ACCEPTED:

SCHOOL DISTRICT OF MANATEE COUNTY

By: _____
Print Name: _____
As its: _____

Date: _____

AGENDA ITEM NO. 9.21

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the Proposal on Behavior and Educational Consulting Services, SDMC No. 26-0005-BS, Estimated in the Amount of $700,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued a request for proposal on behavior and educational consulting services. The awarded vendor(s) will provide Registered Behavior Technicians (RBT) Board Certified Assistant Behavior Analysts (BCaBA) and Board-Certified Behavior Analysts (BCBA) to assist exceptional education students to be successful in the learning environment. Exceptional education students who have autism or a related disability will be provided with behavioral assistance to be successful in the classroom. RBTs will provide students with one-on-one assistance to learn the skills necessary to be successful in the classroom.

The requested contract is for the period of July 1, 2025 through June 30, 2030. This bid is for a period of five years with the option to renew for two additional two-year periods. Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. Additional participating suppliers may be added as needed throughout the contract period.

Historical expenditures are as follows:
- YTD 2024 – 2025 $654,626.80 (07-01-2024 – 06-09-2025)
- 2023-2024 $394,800.83
- 2022-2023 $52,042.92

The bid is recommended for award to:
Positive Behavior Supports Corporation, Stuart, Florida, FL Document No. P06000095454.
iDeal Personnel Services LLC DBA iDEAL Hire, Miami Florida, FL Document No. L090000068588.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval of the proposal on behavior and educational consulting services, SDMC No. 26-0005-BS, estimated in the Amount of $700,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for these expenditures is primarily the Individual with Disabilities Education Act (IDEA) funding and is included in the Exceptional Student Education (ESE) department's proposed budget for 2025 - 2026.

Contact
Submitting Departments: Exceptional Student Education (ESE) and Purchasing
Item Owner: Joshua Bennett and Tyler Goffi

Attachments:

26-0005 Tab

NOTICE OF INTENT TO AWARD

TABULATION OF RFP ON BEHAVIOR AND EDUCATIONAL CONSULTING SERVICES, SDMC NO. 26-0005-BS

CONTRACT PERIOD: JULY 1, 2025 THROUGH JUNE 30, 2030

FOR BOARD APPROVAL ON JUNE 24, 2025

Posted 6/9/2025 1:15 PM

TABULATION OF RFP ON BEHAVIOR AND EDUCATIONAL CONSULTING SERVICES, SDMC NO. 26-0005-BS

Bids Due: 3:00 p.m., May 16, 2025

PROPOSER'S	COVER LETTER / EXECUTIVE SUMMARY PASS/FAIL	1. FIRM QUALIFICATIONS AND EXPERIENCE 20 Points	2. SIMILAR PROJECTS, PAST PERFORMANCE 30 Points	3. PROJECT APPROACH / WORK PLAN 30 Points	COMPLETED FORMS / EXHIBITS PASS/FAIL	4. COST PROPOSAL 20 Points	Total
Academic Staffing, Inc.	Pass	12	8	5	Pass	15	10
Amergis Healthcare Staffing, Inc	Pass	10	8	24	Pass	18	15
Brett Dinovi & Associates Florida, LLC	Pass	15	12	13	Pass	10	13
CareStaff Partners LLC	Pass	8	8	10	Pass	14	10
Cell Staff, LLC	Pass	8	7	4	Pass	17	9
EDU Healthcare, LLC	Pass	11	7	8	Pass	13	10
Healthcare Staffing Professionals, Inc. (HSP)	Pass	15	7	20	Pass	19	15
iDeal Personnel Services LLC DBA iDEAL Hire	Pass	16	20	25	Pass	15	**19**
Invo Healthcare Associates, LLC (Progressus Therapy)	Pass	15	20	20	Pass	13	17

TABULATION OF RFP ON BEHAVIOR AND EDUCATIONAL CONSULTING SERVICES, SDMC NO. 26-0005-BS

Bids Due: 3:00 p.m., May 16, 2025

PROPOSER'S	COVER LETTER / EXECUTIVE SUMMARY PASS/FAIL	1. FIRM QUALIFICATIONS AND EXPERIENCE 20 Points	2. SIMILAR PROJECTS, PAST PERFORMANCE 30 Points	3. PROJECT APPROACH / WORK PLAN 30 Points	COMPLETED FORMS / EXHIBITS PASS/FAIL	4. COST PROPOSAL 20 Points	Total
Maxim Healthcare Services, Inc	Pass	12	7	8	Pass	16	11
Novo Staffing LLC	Pass	12	7	10	Pass	14	11
Pediatric Developmental Services DBA PDS (Division ofTherapy Spot, LLC)	Pass	12	7	20	Pass	16	14
Pediatric Therapeutic Services DBA PTS (Submitted from Kelly Services, Inc)	Pass	10	17	14	Pass	16	14
Pine Health, LLC	Pass	12	17	20	Pass	15	16
Point Quest	Pass	12	7	12	Pass	14	11
Positive Behavior Supports Corp	Pass	15	24	24	Pass	17	**20**
The Stepping Stones Group, LLC	Pass	14	20	20	Pass	15	17

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

AGENDA ITEM NO. 9.22

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the Bid on Emergency Generators- Annual Inspection, Preventative Maintenance and Repairs, SDMC No. 26-0025-MR, Estimated in the Amount of $300,000.00 Annually (Capital Fund)

Executive Summary
Generators are located at a number of schools and ancillary sites. Some of the schools, but not all, designed as shelters for emergency evacuations in Manatee County have limited support generators that serve life safety services (fire alarm, emergency lights, etc.) as well as some sites serve refrigeration equipment . Preventative maintenance (PM) will be performed twice a year to ensure generators are in good working order and repairs shall be made as needed. The committee recommends a primary vendor and a backup for preventative maintenance, and two vendors for general repairs to guarantee availability during an emergency.

The requested contract is for the period of August 1, 2025 through July 30, 2028. This bid is for a period of three years with the option to renew for two additional one-year periods.

Historical expenditures are as follows:
YTD 2024-2025: $32,651.80
Fiscal Year 2023-2024: $278,590.59
Fiscal Year 2022-2023: $164,527.85

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds.

The bid is recommended for award to:
Accurate Power and Technology, Mount Dora, FL, Florida Document No. P05000059556 (secondary for PM)
CJ's Sales and Services, Ocala, FL, Florida Document No. H16156 (primary for PM)

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the bid on emergency generators- annual inspection, preventative maintenance and repairs, SDMC No. 26-0025-MR, estimated in the amount of $300,000.00 annually **(Capital Fund)**.

Financial Impact
The estimated cost to implement this agenda is estimated at $300,000.00 annually. The funding sources for this expenditure will be Capital Funds and is included in Maintenance, Operations & Central Distribution Warehouse Department proposed budget for 2025/2026.

Contact

Submitting Departments: Maintenance, Operations Department and Purchasing.

Initiated By: Todd Henson and Melody Ryan

Attachments:
26-0025 TABULATION

NOTICE OF INTENT TO AWARD

BID ON EMERGENCY GENERATORS ANNUAL INSPECTION, PREVENTATIVE MAINTENANCE AND REPAIRS , SDMC No. 26-0025-MR

CONTRACT PERIOD AUGUST 1, 2025 THROUGH JULY 30, 2028

BOARD APPROVAL ON JUNE 24, 2025

TABULATION OF BIDS ON EMERGENCY GENERATORS - ANNUAL INSPECTION, PREVENTATIVE MAINTENANCE AND REPAIRS, SDMC No. 26-0025-MR

Bids Due: 3:00 p.m., MONDAY, MAY 12, 2025

Bidder's Name	1. Total Cost for Group, Semi Annual /Annual Cost		1. Total Cost for Group, Semi Annual /Annual Cost	
	Total Dollar Amount	Notes	Number of Consecutive Calendar Days to Complete PM/inspections	Notes
Accurate Power & Technology DBA A Generator G	**$39,159.89**	**Secondary**	**30 Days for major & LB, 10 days for minor**	
CJ's Sales and Service of Ocala Inc	**$32,903.00**	**Primary**	**30 Days**	
On Computer Services LLC DBA Unified Power	$67,956.00		Did not provide	

Bidder's Name	1. Repair Technician Standard Working Hours (Monday through Friday 7:00a.m. - 5:00p.m.)		2. Repair Technician Non Standard Hours (Monday through Friday prior to 7:00a.m and after 5:00p.m., and Saturday and Sunday)		3. Travel Time Charge/Flat Rate or Cost Per Mile	
	Hourly Rate	Notes	Hourly Rate	Notes	Rate	Notes
Accurate Power & Technology DBA A Generator G	**$110.00**		**$140.00**		**$110.00**	**Travel time/Flat rate**
CJ's Sales and Service of Ocala Inc	**$125.00**		**$175.00**		**$2.75**	**Cost per mile (to the District)**
On Computer Services LLC DBA Unified Power	$159.00		$238.50		$2.00	Cost per mile (to the District)

Bidder's Name	4. Material Cost- MAXIMUM OF 15% MARK-		5. Rental of Equipment- MAXIMUM OF 10% MARKUP		6. Use of Contractor Owned Special Equipment	
	Percentage Markup	Notes	Percentage Markup	Notes	Hourly/Daily Rate	Notes
Accurate Power & Technology DBA A Generator G	**12%**		**10%**		**$110.00/ $550.00**	
CJ's Sales and Service of Ocala Inc	**15%**		**10%**		No Bid	
On Computer Services LLC DBA Unified Power	15%		10%		No Bid	

Bidder's Name	Contractor Owned Special Equipment		7. Use of Subcontractors	
	Hourly Rate	Notes	Percentage Markup	Notes
Accurate Power & Technology DBA A Generator G	**(1) (2) (3)**		**0%**	
CJ's Sales and Service of Ocala Inc	No Bid		**10%**	
On Computer Services LLC DBA Unified Power	No Bid		10%	

NOTES:
1) 100 KW Load Back Outside of Major/Minor $110.00 per hour
2) 500 KW Load Back Outside of Major/Minor $110.00 per hour
3) 45FT. Man Lift $110.00 per hour

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

AGENDA ITEM NO. 9.23

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of 2024 Emergency Storm Repairs - Milton Fencing (32 Schools) - Change Order 1 Final - Agreement Between Owner and Willis Smith Construction, Inc., Decrease in the Amount of $189,751.97 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 Final to the Agreement between Owner and Willis Smith Construction, Inc for the 2024 Emergency Storm Repairs - Milton Fencing (32 Schools) which will decrease the Construction Manager's contract by the amount of $189,751.97. Change Order 1 Final reconciles the contract and deducts the unexpended funds to close out the project.

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 2024 Emergency Storm Repairs - Milton Fencing (32 Schools) - Change Order 1 Final - Agreement between Owner and Willis Smith Construction, Inc., Decrease in the Amount of $189,751.97 (Capital Funds).

Financial Impact
The amount of Change Order 1 Final is a decrease of $189,751.97. The revised Guaranteed Maximum Price to date is $436,009.03 and is included in the total project budget of $625,761.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
2024 Emergency Storm Repairs Fencing Final Change Order 1

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
FINAL Change Order

PROJECT: Emergency Storm Repairs Fencing 1-13
SDMC: 39515000010

TO: Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd.
Sarasota, FL 34240

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: November 15, 2024

You are directed to make the following changes in this Contract:

Return Unexpended Funds form the following Cost Codes:

01-100	General Conditions	WASC	$	(92,857.02)
32-100	Fence Repair	USA Fence & Diversicon WFF	$	(79,645.13)
99-100	Manager Fee	WASC	$	(17,249.82)
	Total of Summary			($189,751.97)

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	$	625,761.00
Net Changes by previously authorized Change Orders and/or Amendments	$	-
The ~~(Contract Sum)~~(Guaranteed Maximum Price) prior to the Change Order was	$	625,761.00
The ~~(Contract Sum)~~(Guaranteed Maximum Price) will be ~~(increased)~~(decreased)~~(unchanged)~~ by this Change Order	$	(189,751.97)
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be	$	436,009.03
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 10, 2025

N/A	Willis A. Smith Construction, Inc.	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
	5001 Lakewood Ranch, Ste 100 Sarasota, FL 34240	1 Matzke Way Bradenton, FL 34208
By:	By:	By:
Date:	Date: 5/29/2025	Date:

AGENDA ITEM NO. 9.24

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of 2024 Emergency Storm Repairs - Milton Fencing (32 Schools) - Substantial Completion - Agreement Between Owner and Willis Smith Construction, Inc. (No Financial Impact)

Executive Summary
The purpose of the requested action is to authorize the School Board Chairman to execute a Certificate of Substantial Completion for 2024 Emergency Storm Repairs - Milton Fencing (32 Schools) - Substantial Completion has been established by the Construction Manager and Department of Construction Services as of March 10, 2025.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Complete.

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 2024 Emergency Storm Repairs - Milton Fencing (32 Schools) - Agreement Between Owner and Willis Smith Construction, Inc - Substantial Completion (No Financial Impact).

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
2024 Emergency Storm Repairs Fencing Substantial Completion

SUBSTANTIAL COMPLETION

Project: Emergency Storm Repairs Fencing 1-13
Location: (32 Schools)

Project Number: 39515000010

Contract Date: November 15, 2024

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: N/A

CM: Willis A. Smith Construction, Inc.
5001 Lakewood Blvd Suite 100
Sarasota, FL 34240

Date of Issuance: March 10, 2025

Project or Designated Portion shall include:

The Scope of Work included fence repair/replacement to the Hurricane Milton damaged fences. The Scope also included chain sawing of small branches or trees that were required for the fence repair/installation.

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:

March 10, 2025

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.

N/A ARCHITECTURAL FIRM	N/A BY	 DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) N/A days from the above date of Substantial Completion.

Willis A. Smith Construction, Inc. CONTRACTOR	 BY	5/29/2025 DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00pm (time) on March 10, 2025 (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.

AGENDA ITEM NO. 9.25

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the Manatee Charter School Renewal Contract for the 2025-2030 School Years (No Net Financial Impact)

Executive Summary
Section 1002.33, Florida Statutes, provides that a charter may be renewed provided that a program review demonstrates that the required criteria have been successfully accomplished and that none of the grounds for nonrenewal has been expressly found. Manatee Charter School has been in operation in Manatee County since the 2011 school year, serving students in grades K-8 with approximately 620 students. The current contract for Manatee Charter School expires on June 30, 2025.

Manatee Charter School is recommended for a 5-year renewal contract beginning July 1, 2025-June 30, 2030.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Recommendation
The Superintendent recommends approval of the charter contract for Manatee Charter School. (No Net Financial Impact)

Financial Impact
Manatee Charter School will receive ninety five percent (95%) of the Full-time Equivalent (FTE) for the first two hundred-fifty (250) students attending the charter school, and other appropriate funds based on actual enrollment as reported in FTE survey reports. The administrative fee provides the charter management services, procession of teacher certification data, and information services including access to student information systems. Manatee Charter School will receive any remaining FTE and other appropriate funds for the K-8 program.

Contact
Submitting Department: Student Support - Charter Schools
Initiated by: Dr. Valerie Moore Hyer, Coordinator, Charter Schools

Attachments:
Exhibit 1 Manatee Charter School Charter Renewal Application Submitted 11.7.2024
Exhibit 2 Manatee Charter School Governance Documents
Exhibit 5 24-25 CSUSA FL Student Progression Plan
MCS Final Contract Signed 6.5.25
Exhibit 4 MCS Management Agreement-Amendment

2024-2025

CHARTER RENEWAL APPLICATION

ATTENTION: DR. VALERIE MOORE HYER

SCHOOL DISTRICT OF MANATEE COUNTY
DISTRICT SUPPORT – CHARTER SCHOOLS
2501 63RD AVENUE EAST
BRADENTON, FL 34203

School District of Manatee County
Charter Renewal Application Form
2024-2025

Charter School Name: Manatee Charter School

School Address: 4550 30th Street E, Bradenton, FL 34203

I hereby certify that the information submitted for renewal is true to the best of my knowledge and belief; that this application has been approved by the school's Governing Board; and that, if awarded a renewed charter, the school shall continue to be open to all students on a space available basis using the lottery system, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in English language, and academic achievement.

Signature of Governing Board Chair — Date: 11/7/24

Ken Haiko — Date: 11/7/24
Printed Name of Governing Board Chair

Signature of Principal — Date: 11-7-24

Jarod Anda — Date: 11-7-24
Printed Name of Principal

Year School Opened	**2011-2012**
Current Enrollment	**620** As of 10/27/24
Charter Maximum Enrollment	**1,145**
Current Grades Served	**K - 8**

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I. EDUCATIONAL PLAN

Section 1: Mission, Guiding Principles and Purpose

A. **Provide the mission and vision statements for the proposed charter school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal, and taken together, should illustrate what success looks like.**

Mission: Manatee Charter School (MCS) will provide an inspiring and motivating educational environment that delivers real, measurable results and prepares our students to be the next generation of leaders.

Vision: Our vision is to inspire and engage our students to reach their full potential.

B. **Provide the page number(s) of the material within this application that describes how the proposed school will utilize the guiding principles found in section 1002.33(2)(a), F.S.**
In accordance with the law, charter schools shall be guided by the following principles:
- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) _____
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.*
PAGE(S) _____
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S)

C. **Provide the page number(s) of the material within this application that describes how the proposed school will meet the prescribed purposes for charter schools found in section 1002.33(2)(b), F.S.**
In accordance with the law, charter schools shall fulfill the following purposes:
- *Improve student learning and academic achievement.* PAGE(S) _____
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) ___
- *Encourage the use of innovative learning methods.* PAGE(S) _____
- *Require the measurement of learning outcomes.* PAGE(S)_____

D. **Provide the page number(s) of the material within this application that describes how the proposed charter school will fulfill the optional purposes of charter schools found in section 1002.33(2)(c), F.S. If one or more of the optional purposes does not apply to the proposed school, please note** "N/A". **This section is optional.**
In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.* PAGES(S) _____
- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.* PAGE(S) ___
- *Expand the capacity of the public school system.* PAGE(S) _____
- *Mitigate the educational impact created by the development of new residential dwelling units.* PAGE(S)

_____

- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.* PAGE (S)__

Section 2: Target Population and Student Body

A. Describe the anticipated student population to be served and how that aligns with the school's mission. Applicants should state if they will give enrollment preference or limit the enrollment process, as allowed by law, to certain student populations defined in section 1002.33(10)(d) & (e), F.S.[2] If the applicant intends to have enrollment preferences they should be described in Section 14 of the application.

As specified in § 1000.05 and § 1002.33(10), F.S., MCS serves as an open enrollment school of choice for all Manatee County and Florida students, regardless of race, ethnicity, national origin, gender, disability, sexual orientation, religion, or marital status. MCS enrolls Manatee County students between the ages of 5-14 in grades K-8 and complies with the Controlled Open Enrollment statute (§ 1002.31, F.S.). This allows a parent from any school district in the state whose child is not subject to a current expulsion or suspension to enroll his or her child in, and transport his or her child to, MCS if the school has not reached capacity.

Fall 2023-24 Student Demographics
(https://edudata.fldoe.org/ReportCards/Schools.html?school=2121&district=41)

- Total Student Enrollment: 594
- Free and Reduced Lunch Recipients (FRL): 594
- Minority: 471
- English Language Learners (ELL): 116
- Exceptional Student Education (ESE): 42

The school implements enrollment preferences in accordance with § 1002.33(10) F.S., and as allowed by law. Section 14 provides information related to enrollment preferences.

***B.* If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.**

MCS is located at 4550 30th Street E, Bradenton, FL 34203. MCS is open to all students in the state of Florida in accordance with the Controlled Open Enrollment statute (§ 1002.31(2)(a), F.S.), but an enrollment preference is given to Manatee County students.

C. Provide enrollment projections in the table below for each year of proposed operation. These projections are not enrollment caps. Annual capacity determinations will be made by the governing board in conjunction with the sponsor per section 1002.33(10), F.S.

The school's enrollment projections are detailed below.

Table 2.1

Grade Level	Number of Students				
	Year 1	Year 2	Year 3	Year 4	Year 5
K	85	90	100	115	130
1	80	90	100	115	130
2	85	90	100	115	130
3	90	90	100	115	130
4	75	90	100	115	130
5	70	90	100	115	130
6	85	95	100	115	130
7	90	95	115	115	120
8	65	95	110	110	115
TOTAL	**725**	**825**	**925**	**1030**	**1145**

D. Provide a brief explanation of how the enrollment projections were developed.

MCS complies with applicable Florida Statutes and with the Class Size Reduction Amendment requirements as outlined in the Florida Constitution, Section 1 of Article IX, amended in November 2002, as it relates to charter schools. The school's staffing model and enrollment projections are designed to achieve compliance as it currently relates to charter schools. If the requirements for charter schools change over time, the school design will be modified and projections amended to reflect necessary compliance, which may include modifications to staffing and enrollment. For the upcoming school year, charter schools are mandated to comply with class size at the schoolwide average.

E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

Community demographic and population information was obtained through a market analysis using ESRI, which utilizes the most current census data coupled with map-based analytics.

To meet our projected enrollment targets, MCS will continue to increase our presence at local festivals, specifically targeting Latino/Hispanic cultural events. MCS will work on partnering with local existing and new business and communities. MCS is part of a grid of Latin businesses that are new to the area, which includes Latin markets, restaurants, apartment complexes, daycares, and dentist offices. We will continue to increase participation with sports events and increase cultural club offerings (such as music production, Choir, piano, peer counselors, student council, and student ambassadors) to support our increased enrollment.

MCS is an active member of the Manatee Chamber of Commerce and participates in their monthly meetings. MCS has partnered with a local Latino church to reach out and actively serve the community. MCS has installed a community VPK program that has continued to help increase enrollment. The VPK program is a private entity with MCS and DCF/Early Learning Coalition. The VPK program feeds into our school community increasing the kindergarten enrollment.

Section 3: Educational Program Design

A. Describe the proposed charter school's educational program.

The CSUSA Education Model (Education Model) serves as the foundation of the school's proposed educational program design and drive instructional delivery of state-adopted benchmarks/standards. A CSUSA Florida support team helps guide implementation of the educational program design. The team is led by the Florida Superintendent and the Deputy Director who provides direct oversight to the school.

The instructional leadership team is led by the principal and include the assistant principal (AP), student services coordinator (SSC), and curriculum resource teachers (CRTs).

CSUSA Education Model

The CSUSA Education Model is an instructional approach developed after extensive study of educational practice and is grounded in over 35 years of Dr. Robert J. Marzano's research. Its purpose is to ensure effective delivery of a Guaranteed and Viable Curriculum (GVC) that facilitates each student's mastery of state-adopted benchmarks/standards. The GVC is comprised of a year-long instructional plan for each grade level and subject area. Its composition is primarily a combination of factors that have strong correlations with academic achievement, "opportunity to learn" and "time," which address the extent to which the curriculum is "guaranteed" (Marzano, 2017):

- Guaranteed: Establishes the learning skills considered essential for *ALL* students, a learning environment set up to ensure that academic achievement and optimal learning occurs for *ALL*.
- Viable: Ensures that the curriculum content for a given course or grade level can be adequately addressed in the time available.

Developed in three stages, the GVC is informed by the work of *Understanding by Design* (Wiggins & McTighe, 2012):

1. Identifying desired results – establishing learning priorities based on long-term performance goals.
2. Determining acceptable evidence – keeping assessment in mind while designing specific units and lessons.
3. Planning learning experiences and instruction – determining appropriate teaching and learning activities and resources.

This backward design approach emphasizes intentionality in planning, student understanding over teaching, and thoughtful selection of instructional tools and strategies (Bowen, 2017).

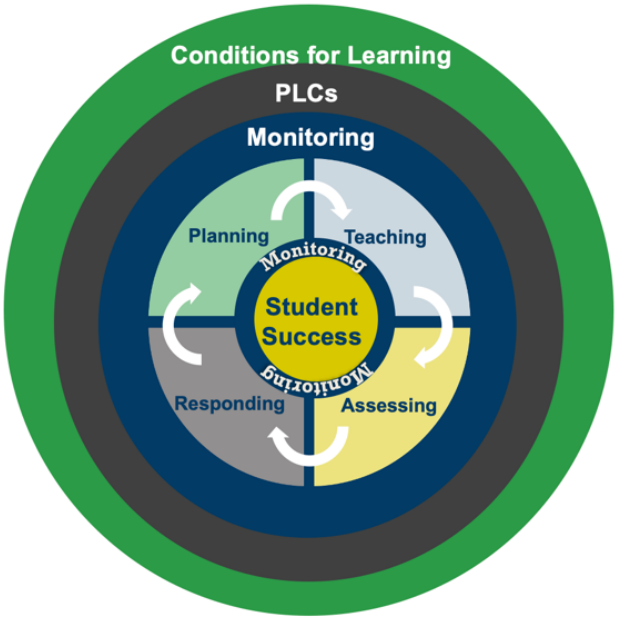
FLDOE prescribes the instructional benchmarks/standards reflected in the GVC, which consist of Florida Benchmarks for Excellent Student Thinking (B.E.S.T) for English Language Arts (ELA) and Math and Florida's State Academic Standards for Science and Florida Social Studies Next Generation Sunshine State Standards. The GVC is revised accordingly as FLDOE provides updates to ensure relevance of instructional planning and compliance with statute. CSUSA Florida support team members collaborate with the school's instructional leadership team to update the GVC, and all accompanying resources, based on updates to applicable state guidelines.

Continuous Improvement Process

The Education Model embeds a continuous improvement process to drive teaching and learning across grade levels, subject areas, and the learning environment. This process is informed in part by William

Edwards Deming's approach to continuous quality improvement. Deming outlined four key iterative stages of continuous improvement (Plan-Do-Check/Study-Act) that drive a cycle for identifying problems and implementing solutions in a timely manner. Application of a continuous improvement process in education can help yield positive outcomes for students, including increased participation in rigorous college-prep coursework and college enrollment, and decreased failure rates (Best & Dunlap, 2014). The process is intended to facilitate better understanding among administrators and teachers of what students need to ensure academic success.

Successful implementation of the Education Model rests on strict adherence to the continuous improvement process. To aid in implementation with fidelity, the principal is supported in establishing each key element with a strategic focus on growing the Education Model's efficacy.



The descriptions below illustrate the Education Model's three overarching elements that support an intentional and collaborative school environment:

1. **Conditions for Learning:** Conditions for learning encompass rules, guidelines, and expectations for developing and maintaining a safe and supportive school environment that allows students to focus on academics and feel comfortable taking risks. The instructional leadership team supports all staff in developing and maintaining a safe, supportive, challenging and nurturing school community. This includes:
   - Establishing clear rules that are delineated and consistently enforced.
   - Keeping students safe from physical and emotional harm while on school property.
   - Supporting students as they develop important life skills.
   - Ensuring students feel connected to adults in the school community.
   - Ensuring students feel teachers care about their wellbeing and treat them considerately.
   - Providing students with opportunities to set goals and demonstrate growth.
   - Cultivating an environment where differences are respected among all stakeholders.

2. **Professional Learning Communities (PLCs):** PLCs meet on a regular schedule to allow groups of educators to share expertise, analyze student work, bolster the quality of instruction, and improve

students' academic performance. Teachers use data to measure the efficacy of their teaching against performance, develop small group instructional plans that target specific student needs, and track benchmarks/standards. PLCs centered on these critical elements foster professional collaboration, enhance decision-making, and ultimately develop higher levels of learning of both teacher and student.

MCS uses PLCs to help teachers understand the intent and rigor of benchmarks/standards. Beginning with the first unit of instruction, PLCs are facilitated by a member of MCS's leadership team to set a standard for academic discourse, model expectations, and gain firsthand insight on each teacher's potential needs.

To help establish a strong foundation for PLCs, the instructional leadership team members facilitate these meetings weekly and document next steps and evidence of student and teacher learning. Based on capacity, teachers then take on the role of lead facilitators and PLCs run more autonomously. Additionally, the PLC structure ensures a consistent focus on the following four questions (DuFour, 2016):

- What do we want each student to learn?
- How will we know if a student has learned?
- How will we respond if a student hasn't learned it?
- How will we respond if a student has learned it?

3. **Monitoring:** Consistent monitoring reflects a vigilant focus on the application of each component of the Education Model to ensure schoolwide fidelity of implementation. The instructional leadership team actively monitors the conditions for learning, PLCs, data chats, lesson plan reviews, and classroom observations, among other means, to gauge efficacy of each component. Assessments, detailed in **Section 5**, also support instructional monitoring and the prompt identification of necessary remediations through proficiency tracking and analysis of student growth and student sub-group performance. To further support consistent monitoring, CRTs work closely with classroom teachers to ensure conformity with the teaching and learning cycle detailed below. CRTs provide frequent feedback on lesson plans to ensure benchmarks/standards alignment and differentiated instruction. Teachers monitor attainment of benchmarks/standards at the classroom-level through frequent formative assessments. This regular monitoring allows for intra-unit instructional adjustments.

Teaching and Learning Cycle

The descriptions below illustrate the four components of the Education Model necessary for planning and executing each cycle of instruction. Each of the following components support the school's focus on rigorous academics and character development.

- **Planning**: Planning guides equip teachers with the resources needed to ensure all curriculum, assessment, and instruction are aligned to the intent and rigor of state-adopted benchmarks/ standards. These resources include Instructional Focus Calendars (IFCs), curriculum maps, and lesson plan templates. Planning guides are utilized to define the teaching and learning roadmap and provide the foundation for responsive teaching (plan, teach, assess, respond). Teachers utilize planning guides to develop engaging and rigorous standards-based lessons and provide for multiple opportunities for small-group instruction. MCS uses the PowerSchool Curriculum & Instruction lesson planning platform, or a comparable electronic format, to store and provide feedback on instructional plans. Additionally, leadership team members work to establish a strong understanding of each teacher's depth of benchmark/standards knowledge during planning sessions to scaffold support as

needed. Members of the school's instructional leadership team follows this example to ensure teachers are provided with scaffolded support as needed.

- **Teaching**: Rigorous standards-based instruction reflects a variety of research and evidence based instructional strategies. These strategies are detailed in **Section 4** and are aimed at developing depth of knowledge alongside content knowledge, and ensuring instruction is aligned to the true intent and rigor of the benchmark/standard. Teachers are equipped with the appropriate training and feedback to increase the complexity of their lessons and flexibly employ instructional strategies to meet individual student needs and build active engagement. One immediate step in meeting this goal is supporting teachers to understand text complexity and how to build complex talk among students.

- **Assessing**: Assessments drive instruction and serve as the bridge between teaching and learning. Baseline data is gathered and analyzed to help all faculty understand where individual students, cohorts of students, and grade levels are "entering the learning." This drives the identification of prior learning gaps and areas of strength. MCS utilizes a Balanced Assessment System (BAS) to identify FAST triannual assessments, baseline, and diagnostic assessments, and Instructional Focus Assessments (IFAs) which correspond to IFCs and are administered after each core subject instructional unit to determine areas for remediation. Interim benchmark assessments provide school leadership with information on standards-based proficiency.

- **Responding**: Responsive teaching (planning, teaching, assessing, responding) is reflective of the results of classroom and schoolwide formative assessment analysis. At the school level, teachers collaborate during PLC time to analyze their standards-based assessment data and interim benchmark data for progress monitoring. As standards are tracked, action plans are developed to outline how teachers address any instructional gaps, as well as how they can both remediate and enrich lessons based on the data. The end goal of action planning is to prepare for effective delivery of core content and small group instruction. Based on data analysis, teachers organize students into intervention or enrichment groupings. These groupings are described further below.

  Data chats take place under the guidance of a school administrator or CRT after select assessment windows and are focused on progress monitoring. At the discretion of the school's instructional leadership team, data chats may occur more frequently, using teacher-created, formative assessments. The purpose of data chats is to ensure all teachers understand the connection between effective instruction and student achievement. Data chats provide teachers with the opportunity to intentionally plan for student growth and build expertise in analyzing data.

  At the classroom-level, formative assessments occur at a hinge point in the lesson, allowing teachers to respond to the data in real time. These assessments are embedded in the lesson plan and their data is used to identify learning gaps so that teachers can respond with individual, small group, or whole group reteaching.

  Success Block is a daily, 30-minute schoolwide effort that employs a highly customized approach to developing mastery of core subject area benchmarks/standards based on student needs. At, Success Block is currently customized to reflect the science of reading, focusing on small-group instruction in key literacy skills. Using assessment data and student goals specific to MCS, students are placed in flexible groups to extend learning or develop mastery of core subject area standards.

Students in grades K-5 receive targeted remediation in their grade level. Students who are above proficient in both reading and math are able to participate in enrichment activities. Students in grades 6-8 in need of intensive intervention receive additional support during the double block of the core ELA and math instruction.

Each quarter, middle school remediation groups are adjusted accordingly based on IFAs and other classroom data to ensure students continuously receive the support they need. Eventually, after staff have a firm understanding of student needs and build automaticity with transitions and scheduling, students may be strategically grouped with teachers across grade levels and/or content areas based on data. Teachers who are most appropriate to provide remediation (based on data and capacity) work with students demonstrating lowest proficiency in benchmarks/standards assessed. For students who have mastered unit learning, enrichment activities are provided to stimulate continued learning and engagement.

B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

The school's student-centered learning environment is classroom based. The learning environment supports our mission to provide an inspiring and motivating educational environment that delivers real, measurable results and prepares our students to be the next generation of leaders.

Class Size

The school facility complies with applicable Florida Statutes and with the Class Size Reduction Amendment requirements as outlined in the Florida Constitution, Section 1 of Article IX, amended in November 2002, as it relates to charter schools. The staffing model, facility design, and enrollment projections are designed to achieve compliance as it currently relates to charter schools. If the requirements for charter schools change over time, the school design will be modified and the projections amended to reflect necessary compliance, which may include modification to the facility, staffing plan, and/or enrollment. For the upcoming school year, charter schools are mandated to comply with class size at the schoolwide average.

C. Describe the research base used to design the educational program.

Research Base

The research on effective schooling by Dr. Robert J. Marzano provides the basis for the educational program. The Education Model provides curriculum design and implementation aligned with ongoing assessment of student achievement. Marzano provides a framework for creating schools that positively affect student achievement categorized into three general factors: (1) school-level factors, (2) teacher-level factors, and (3) student-level factors. As Marzano updates his research with new findings and strategies, the educational program incorporates the research as it becomes available.

School-level Factors

Guaranteed and Viable Curriculum

The first school-level factor is a GVC, described earlier, designed to meet state benchmarks/standards through the process outlined in *Understanding by Design*, (Wiggins & McTighe, 2012). The GVC outlines the specific learning outcomes within B.E.S.T. and NGSSS and was created in three stages: 1) identifying desired

results, 2) determining acceptable evidence, and 3) planning learning experiences and instruction. Through PD, teachers continue this process and are supported in working within the standards-driven curriculum to clarify desired outcomes, devise assessments that reveal student understanding, and craft effective and engaging learning activities aligned with real-world experiences that prepare students to achieve state-adopted standards. The *Understanding by Design* process and the GVC allow educators to center the curriculum and assessments around establishing goals (content standards, course or program objectives, learning outcomes), big ideas (what specific understandings about the big ideas are desired), essential questions (what provocative questions foster inquiry, understanding, and transfer of learning), and authentic performance tasks (the type(s) of performance tasks that allow learners to demonstrate the desired understandings).

Challenging Goals and Effective Feedback

Marzano's second school-level factor is "challenging goals and effective feedback." This factor is a combination of effective monitoring and pressure to achieve. Mark Lipsey and David Wilson examined hundreds of studies and found that on average, the act of setting academic goals or defining clear learning goals translated into higher student achievement. The reported impact of setting goals on student achievement ranges from a low of 18-percentage points to a high of a 41-percentage point increase. Also, research shows that setting academic goals for an entire school has a powerful, coalescing effect on teachers and administrators (Marzano).

The results of several research studies show that academic achievement in classes where effective feedback is provided to students is considerably higher than the achievement in classes where effective feedback is not provided. John Hattie reviewed around 8,000 studies and found that "The most powerful single modification that enhances achievement is feedback." The simplest prescription for improving education must be 'dollops of feedback.' Effective feedback has two very specific characteristics: (1) It must be timely, and (2) It must be specific to the content being learned (Bangert-Drowns). George Madaus and colleagues found that tests that are not specifically designed to assess a particular school's curriculum frequently underestimate the true learning of the student (What Works in Schools, 2003).

Parent and Community Involvement

According to Marzano's research, effective parental and community involvement includes the areas of communication, participation, and government. Parent and community involvement is discussed further in **Section 15**.

Safe and Orderly Environment

The need for a safe and orderly environment that is rooted in clear expectations and procedures is critical to ensuring a school environment that is conducive to learning. The school environment is discussed further in **Section 8**.

Collegiality and Professionalism

In a collegial environment, teachers are supportive of one another in their attempts to learn and grow as professionals. In a professional school environment, staff members are given multiple opportunities to develop their skills and subject-matter knowledge. The way staff members hone their skills and develop collegiality is described further in **Section 13**.

Teacher-level Factors

Research shows that the most effective teachers produce higher gains than the least effective teachers. Over time, this effect on student academic performance compounds, which shows the importance of training and retaining the most highly effective teachers. When a teacher possesses a high level of skill and knowledge in the following three teacher-level factors, the impact is the most powerful on student achievement (Marzano).

1. Instructional Strategies – The educational framework founded upon the works of Marzano outlines several research-based instructional strategies that are implemented in the classroom. The effective and systematic use of these research-based instructional strategies provides students a unique opportunity for their learning to be academically rigorous and challenging, yet innovative and focused on individual student learning needs. Detailed information regarding instructional strategies is included in **Section 4**.
2. Classroom Management – Teachers focus on four areas for effective classroom management: (1) establishing and enforcing rules and procedures; (2) carrying out disciplinary actions; (3) teacher and student relationships; and (4) maintaining an appropriate mental set.
3. Classroom Curriculum Design – MCS adheres to the following principles of Marzano's research:
    - Learning is enhanced when a teacher identifies specific types of knowledge that are the focus of a unit or lesson.
    - Learning requires engagement in tasks that are structured or are sufficiently similar to allow for effective transfer of knowledge.
    - Learning requires multiple exposure to and complex interactions with knowledge.

Student-level Factors

Home Environment

Regarding the impact on student achievement, Marzano's research indicates that the home environment is comprised of three elements:

- Communication about school
- Supervision
- Parental expectations and parenting style

The school makes all attempts possible to keep lines of communication open between the school and families to ensure parents and guardians are supported in their child's education. Parents are informed of their child's reading level and academic progress in school and engaged in the classroom and school communities. Teachers share progress reports, report cards, Northwest Evaluation Association (NWEA) reports, interim benchmark assessment scores, and encourage participation on the student information system (SIS) to share pertinent information related to student academic performance and involvement in the school community. Creating a strong and meaningful connection to the school community benefits all stakeholders and makes keeping an open and clear line of communication between parents and the school possible.

Learned Intelligence/Background Knowledge

Marzano's research shows that background knowledge is directly related to learned intelligence and student achievement. To promote the acquisition of learned intelligence and background knowledge, MCS takes the following action steps:

- Involve students in programs that directly increase the number and quality of students' life experiences.
- Involve students in a program of wide reading that emphasizes vocabulary development.
- Encourage students to read in their free time to reach reading goals.

- Provide direct instruction in vocabulary terms and phrases that are important to specific subject matter content.

Research is clear that increased student motivation has a positive effect on achievement (Marzano, McCombs). MCS makes multiple attempts to motivate students in various ways. Goal-setting and personalized learning plans present the school's primary vehicles for instilling an increased sense of intrinsic motivation in students. Critical to the success of every student is the sense of ownership of learning and setting goals to motivate their achievement. Teachers consistently provide timely and specific feedback to students on their assignments and classwork and assist students in making meaningful connections to ensure students know how to fix their mistakes, reinforce their learning, and build schema. Students participate in tasks that are engaging, such as project-based learning, interactive technology tasks, or other experiential learning activities. These tasks support growth toward standards mastery and critical practice in the key 21st Century skills, including communication, creativity, problem-solving, and collaboration. MCS expects teachers and administrators to invest in the achievement of students, and therefore personally motivate each and every child to reach his or her potential.

D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B. (Note: if approved, the Governing Board will formally adopt an annual calendar)

The annual calendar is submitted to the charter office annually.

E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

The Education Model's continuous improvement process reflects a schoolwide approach to student learning and promotes an "all-hands-on-deck" response to meet the needs of every student. The school's instructional leadership team, with the help of CSUSA Florida support team members, develop the capacity of staff to effectively follow the instructional cycle, emphasizing the components outlined below:

- **PLCs** – Build the capacity of each teacher as an instructional leader and support making informed decisions about which curricular resources and strategies match the data-defined need.
- **IFAs** – Ensure adequate time is allocated to essential benchmarks/standards and enough time is provided for instruction in between assessment periods.
- **Success Block** – Provides a timely response to student remediation and enrichment needs. Success Block takes place approximately 30-minutes daily with groupings are based on data.

Teachers employ a variety of high yield, research-based instructional strategies described in detail in **Section 4**. After each instructional unit, teachers grade assessments based on a specific level of mastery of the benchmark/standards and determine whether the class should move on to the next standard, or whether the concept needs to be taught in a new way. Students who have not yet demonstrated mastery continue to receive support through targeted small-group instruction, even if the class moves on to the next unit. Students receive intensive interventions if they continually fail to master skills and concepts. A Response to Intervention (RTI) model, described in **Section 4**, is employed in alignment with federal guidelines to ensure students are receiving the appropriate interventions based on their performance. In addition to small-group, teacher-led instruction as an ongoing strategy for providing instructional, MCS provides the following for students:

- **Personalized Learning Plans** – A Personalized Learning Plan (PLP) is created for each student to track individual progress in attaining a year's worth of grade level learning. The PLP is a tool used to develop intrinsic motivation and student ownership of learning goals. The development and monitoring of each PLP is a collaborative effort between the teacher and student and follows example of establishing clear expectations and parent communication. At the beginning of the school year, teachers meet with each student to document baseline data, set quarterly goals, create action plans, and discuss student strengths and challenges. Throughout the year, admin, teachers and students have PLP meetings to track progress and adjust action plans during one early release day a month, or at another designated time if needed. Parents are considered valued partners in goal tracking and have visibility to their student's PLPs. Administrators and other instructional staff may collaborate on student PLP goal setting and tracking as well. PLPs are intended to help MCS be unwavering in its dedication to inspiring every student to achieve excellence in school and life through rigorous academics and character education.

- **Tutoring** – A tutoring program offers remediation and additional practice opportunities for students to master benchmarks/standards. The tutoring program demonstrates one way MCS provides opportunities beyond the regular school day for students to reach proficiency in course content.

  Tutoring take place after school, Tuesday, Wednesday and Thursday, and over school breaks as necessary. Student groupings are flexible and based on interim benchmark and progress monitoring data. Groups of up to 10-20 students are typical based on student remediation needs and use of state assessment data and NWEA data, with students cycling in and out of targeted tutoring sessions as appropriate. All teachers are informed of the tutoring program and expectations for participation.

  Early in the first quarter, teachers are identified to lead tutoring sessions, which may include tutoring in a different grade or content area. Standards-based course materials are identified for use and the start date is determined based on student need. The frequency and duration of the tutoring schedule is continuously reviewed to ensure relevancy based on student academic performance. Tutoring sessions are derived from the operating budget and initially managed by a CRT. These sessions are not considered intensive interventions which are detailed in **Section 4**.

Section 4: Curriculum and Instructional Design

A. Describe the school's curriculum in the core academic areas, illustrating how it will prepare students to achieve Florida standards. Describe the primary instructional strategies that the school will expect teachers to use and why they are appropriate for the anticipated student population. Describe the methods and systems teachers will have for providing differentiated instruction to meet the needs of all students, including how students who enter the school below grade level will be engaged in and benefit from the curriculum and the formalized multi-tiered level of supports that will be provided to students who are performing below grade level. In particular, describe the mathematics curriculum and differentiated strategies that is used for students performing at grade level or higher and a separate mathematics curriculum and strategies for students who are performing below grade level.

Curriculum in Core Academic Areas

Curriculum in core content areas reflect state adopted benchmarks/standards. The GVC is aligned with Florida B.E.S.T. for ELA and Math and Florida NGSSS for Social Studies and Science in K-8. The purpose of the Education Model, described in **Section 3**, is to ensure effective delivery of the GVC for all students. Teachers use a variety of curricular resources to plan lessons in accordance with the GVC scope and sequence so that students are provided with the greatest opportunity to master grade-level content in preparation for both state assessments and high school pathways. Curricular programs and tools are continuously reviewed and updated based on the effectiveness of meeting student needs.

To ensure teachers are supported in utilizing curricular resources and making informed instructional choices, PD is provided by CRTs, CSUSA Florida support team members, and external experts such as publisher and software representatives. A full description of PD is included in **Section 13**.

MCS offers courses made available by FLDOE through the course code directory as listed on CPALMS. As benchmarks/standards, state assessments, and standards-aligned curricular tools are revised, updates are made to the GVC and planning guides to maintain compliance with the applicable Florida statute(s).

English Language Arts

The GVC is comprised of several units/clusters aligned to standards for ELA. Each unit's planning guide highlights resources that reflect the four key principles of Florida's B.E.S.T. for ELA:

1. ELA is not a discrete set of skills, but a rich discipline with meaningful, significant content, the knowledge of which helps all students actively and fully participate in society.
2. The standards are clear and concise, so they are easily understood by every stakeholder.
3. The texts students read are meaningful and thought-provoking, preparing them to be informed, civic-minded members of their community.
4. Standards should not stand alone as a separate focus for instruction but should be combined purposefully.

ELA expectations represent the overarching skills that run through every component of language arts and provide the roadmap to ensure effective teaching and learning toward standards mastery. Instruction is aimed at mastery of ELA benchmarks which represent end-of-the-year goals structured around the following ELA

strands:

- **Foundations**: Designed to meet the needs of the traditional beginning reader and expanded from previous standards to include remediation for secondary students who are not yet proficient readers.
- **Reading**: Divided into three standards – reading prose and poetry, reading informational text, and reading across genres. Text complexity is examined to determine grade level appropriateness based on a combination of quantitative, qualitative, and student-centered demands.
- **Communication**: Divided into five standards – communicating through writing, communicating orally, following conventions, researching, and creating and collaborating.
- **Vocabulary**: Comprised of one standard – finding meaning. This is an essential building block of knowledge and essential to a thorough understanding of text.

Grades K-5: Daily ELA Period

- A minimum of **120 minutes** of on-task instructional reading time is required.
- Curricular materials utilized aligns with those included in the CSUSA Reading Plan**.**
- Instructional strategies and approaches are used strategically to grow and strengthen foundational reading, comprehension, vocabulary, and communication skills.
- Students have access to leveled readings and activities in small groups and centers for individualized instruction and practice.
- Highly qualified teachers appropriately group students by level and provide instruction targeted to that group's needs through scaffolded, guided reading lessons. This may include the steps of modeling, guided practice, and independent practice to develop foundational reading skills and provide targeted small-group instruction.
- Continual progress monitoring, as dictated throughout the Education Model's continuous improvement cycle, ensures fidelity of implementation, and confirm whether students are receiving the instruction needed.
- Writing is incorporated into the ELA block through the instructional delivery of the ELA Communication Benchmarks.

Students advancing through the grades are expected to meet each year's grade-specific benchmarks and retain or build upon skills and knowledge mastered previously. As described in **Section 3**, Success Block provides a built-in opportunity to provide remediation and enrichment and may be dedicated to ELA to ensure increased academic growth throughout the year. Students who are performing below or above grade level reap the benefit of differentiated instruction delivered in a targeted setting and have opportunities for individualized practice through blended learning.

Grades 6-8: ELA Courses

- Students complete three annual courses in ELA, per the requirement for matriculation into high school.
- The required courses align with CPALMS for ELA B.E.S.T.
- Curricular materials align with the Reading Plan, which include Houghton Mifflin Harcourt (HMH) Into Literature for grades 6-8.
- In addition to core courses, students are offered an extended ELA block (double block) which may include reading interventions aligned with the Reading Plan to provide the additional instructional minutes to support remediation, especially in foundational reading skills.
- Students may be scheduled in an elective geared toward meeting individual student needs in ELA.

Teachers utilize instructional software and assessment data reports to group students by level and provide

instruction targeted to each group's needs through scaffolded reading lessons. Continuous progress monitoring ensures students are receiving appropriate instruction.

A variety of instructional strategies to reach all students at their individual level is utilized. When students enter MCS below grade level, they are provided tiered interventions and progress is monitored to address skill deficiencies and increase growth throughout the year. This process is outlined further below.

Mathematics

The GVC is comprised of several units/clusters that reflect Florida's B.E.S.T. for Math. Planning guides provide teachers with resources that reflect the principles and standards of National Council of Teachers of Mathematics, expectations from national and international assessments (NAEP, ACT, SAT, and TIMSS), and reflect the state's guiding principles for math standards:

- **High Expectations**: Maintain high expectations for Florida's students, ensuring equity and access for all, and designed to provide students with a world class education.
- **Clarity**: Provide clear and concise language for students, parents, and educators to ensure a comprehensive understanding of the benchmarks and increase transparency of expectations.
- **Alignment**: Consistent progression of math strands to ensure vertical alignment across grade levels and horizontal alignment at the course level.

Students are provided instruction in the following major strands of the B.E.S.T. standards:

- Number Sense and Operations
- Algebraic Reasoning
- Geometric Reasoning
- Data Analysis and Probability

The Mathematical Thinking and Reasoning Standards are woven into all grade levels, allowing students to self-monitor their learning practices and promote a deeper understanding of math. All grades use word problems to promote analytical thinking skills and infuse writing as part of the math curriculum. Teachers use various manipulative materials, including technology, to promote experiential, hands-on learning. One strategy for increasing student success in math includes the use of accountable talk, which encourages students to expose their thinking, support claims, seek clarification or elaboration, and extend learning. Journaling may be utilized as another strategy for promoting visible thinking. By providing students with regular opportunities to share their mathematical reasoning, whether through discussion or writing, students are better able to identify gaps see holes in their logic and teachers are better able to provide effective feedback and clear up misconceptions.

Grades K-8: Mathematics

- MCS implements Savvas' EnVision FL B.E.S.T. Math as its core math resource.
- Students in grades K-5 receive 90 minutes of math instruction daily.
- Students in grade 6-8 receive a double block of math of 108 minutes.
- Small-group instruction and center activities are utilized to reach students at their instructional level and provide content aligned with student needs.
- Student groupings are based upon data analysis of interim benchmark assessments, IFAs, and daily informal observations. Groups are adjusted as needed based on student progress.
- Students who are considered at-risk in math receive the most intensive small-group instruction within the allotted time for centers. Math supplemental and intervention programs may include Imagine Math, i-Ready, ST Math, and Progress Learning materials.

- Course options satisfy state requirements in math and provide students with instruction aligned to the major strands within Florida's B.E.S.T. for Math listed above.
- High School Advance courses are offered for high achieving students in grades 6-8th (Honors Algebra I and Honors Geometry).

Science

The GVC is comprised of several units/clusters that reflect NGSSS for Science. Instruction is aimed at developing understanding of the scientific method, fostering a sense of curiosity necessary for scientific experiment, and building student preparedness for the Statewide Science Assessment in grades 5 and 8 and Biology End-Of-Course (EOC) assessment.

Grades K-5: Science

The science curriculum is delivered via a discovery instructional process with emphasis on scientific thinking and real-world experiences. To track science proficiency, MCS administers NWEA interim benchmark assessments for students in grade 5 and may also administer the assessment to other grades based on students' needs. Research-based curricular programs, such as Accelerate Learning Stemscopes, are utilized. Each week, a block of instructional time is dedicated to science inquiry, which may be in the form of a lab/experiment, research period, or other inquiry-based learning session.

Students are also supported in applying their literacy skills (such as identifying main ideas and details and comparing and contrasting) to understanding science content. This provides a deeper understanding of concepts and increased application of reading skills, thus helping students who are below grade level in science.

In grades K-2 students receive:

- a minimum of 60 minutes of science instruction per week.
- a separate science/social studies block, which may take place on alternating days or weeks for each subject, that provides hands-on projects and labs. The goal is to get more time for hands-on experience.

In grades 3-4 students receive:

- 150 minutes of weekly, hands-on learning outside of embedded instruction.

In grade 5 students receive:

- 60 minutes daily for a total of 300 minutes per week.

Grades 6-8: Science

MCS creates and implements a rigorous, inquiry-based science program built on a framework put forth by the National Academies of Sciences. Knowledge of scientific facts, vocabulary, and investigative skills are developed through hands-on experimentation. With the incorporation of experiential activities in science labs, students understand science as an active process of systematically examining and searching for understanding about the natural world. Students develop solutions to problems by following the scientific method, which is incorporated throughout all science content. Students develop inquiry skills including organization and mathematical analysis of data, manipulating variables in experimentation, and identifying sources of experimental error. Instruction in the strands of science is achieved through a research-based integrated science curriculum that constructs thematic concepts by integrating the perspectives of biology,

chemistry, physics, and earth/space science.

The curriculum is a 3-year continuum moving from concrete concepts to more abstract concepts as students' progress from sixth to eighth grade. Topics within each block are chosen to correspond with the NGSSS and the National Science Education Standards as developed by the National Science Teachers Association.

Middle school students complete three annual courses in science in alignment with CPALMS course offerings, per the requirement for matriculation into high school. Additionally, high school credit course offerings, such as Physical Science Honors or Biology Honors, is offered to middle school students demonstrating readiness. Research-based curricular programs, such as Accelerate Learning Stemscopes for grades 6- 8, is utilized.

Social Studies

The GVC is comprised of several units/clusters that align with NGSSS for Social Studies and accompanying planning guides which include essential planning resources such as curriculum maps, pacing guides, vetted CPALMS lessons, and test specifications. Instruction is aimed at ensuring students develop as engaged citizens and are prepared for state assessments.

The school's social studies curriculum uses a sequential approach to unify history and the social sciences and promotes the development of concepts and the mastery of methods of inquiry. The influence of American history, geography, civics and government, and economics is emphasized in the GVC. Students gain an understanding of the major factors that have influenced the structures of society from earliest times to present day. They are supported in becoming effective and contributing members of their community, increase their understanding of privileges and responsibilities of citizenship, and instill a feeling of patriotism and national identity. Concepts of home and community is reviewed and extended. Students gain a broader understanding of living in communities through the study of both similar and diverse societies. For this reason, the social studies curriculum is based on an integrated approach of using real texts such as newspapers, articles, and text exemplars to incorporate literacy standards.

K-5: Social Studies

Teachers may address social studies throughout various content areas or in a separate social studies block.

- In grades K-2, students receive instruction for a minimum of 60 minutes per week. Instruction is embedded within the ELA block.
- In grades 3-5, students receive instruction for a minimum of 120 minutes per week. Instruction is embedded within the ELA block.

Grades 6-8: Social Studies

Middle school students complete:

- Three annual courses in social studies, one of which must be a civics course, per the requirement for matriculation into high school. A typical track may include M/J World History in sixth grade, M/J Civics or M/J Advanced Civics in seventh grade, and M/J United States History in eighth grade. Advanced middle school social studies courses and high school credit courses may be included in the course progression offerings as well.
- To support instruction of the GVC, MCS uses research-based McGraw Hill Networks – A Social Studies Learning System, among other nonfiction texts and resources.

Primary Instructional Strategies

MCS utilizes research-based instructional strategies that support our mission to provide an inspiring and motivating educational environment that delivers real, measurable results and prepares our students to be the next generation of leaders.

Teachers are supported in developing the capacity to use strategies effectively through PD, PLCs, modeling, and instructional coaching. In alignment with Education Model implementation, the selection and use of instructional strategies are monitored through lesson plans reviews, classroom observations, and instructional walkthroughs.

Examples of instructional strategies that may be employed, as determined by the teacher, and based on lesson objectives, include:

- Marzano's High Probability Instructional Strategies
- Blended Learning
- Cross-Curricular Instruction and Learning
- Cooperative Learning

Marzano's High Probability Instructional Strategies

Marzano's High Probability Instructional Strategies can be implemented across subject levels and throughout lessons in various ways, as described below in **Table 4.1**. The strategies have been proven by research to yield positive results in student learning (Haystead & Marzano, 2009). As new research is released and updated, PD and recommended teaching strategies are continuously updated to meet the needs of students.

Table 4.1

Instructional Strategies	
Category (Percentile Gain Yielded)	**Applications**
Tracking Student Progress and Using Scoring Scales (34)	Determine current level of performance; Identify achievement goals and establish a rate of progress; Track progress visually; Adjust instruction to improve learning; Provide more intensive instruction to re-teach the material if goals are not being met
Setting Goals/Objectives (25)	Set a core goal, and let students personalize it; Make sure goals are achievable; Teachers help with strategies to achieve goals; Teachers and students monitor progress and celebrate success
Building Vocabulary (20)	Provide deliberate instruction, including direct and small-group instruction to accelerate students' vocabulary development; Facilitate active engagement before, during, and after lessons beyond definition knowledge; Implement a comprehensive program for students to be able to understand complex texts, engage deeply with content area concepts, and participate in academic discussions
Identifying Similarities and Differences (20)	Teacher-directed activities focus on identifying specific items; Student-directed activities encourage variation and broaden understanding; Includes activities that involve comparing and classifying, analogies and metaphors, graphic organizers, etc.
Interactive Games (20)	Use in addition to effective teaching; Define the objectives of the game to set a purpose; Should be challenging, but not frustrating; Can foster teamwork and social interaction; Provides opportunities for success and positive reinforcement
Summarizing (19)	Requires analysis of text to determine what is important; Students use key words and phrases while summarizing content; Students constantly refine their work to determine the most essential and relevant information

Instructional Strategies	
Category (Percentile Gain Yielded)	**Applications**
Note Taking (17)	Use teacher-prepared models/templates to teach basic principles and expectations; Give time to practice note taking and provide feedback on the skills; Students become familiar with content, jot down main ideas, and write down questions
Nonlinguistic Representations (17)	Incorporate words and images to represent relationships; Use physical models, dramatization, and movement to represent information; Have students explain their rationale and meaning behind the nonlinguistic representation
Student Discussion/Chunking (17)	Set expectations for classroom discussions and try in small groups first; Use a variety of techniques, having students take notes throughout the discussion and segment the discussion to check for understanding; Organize content into small, related segments that are more manageable for understanding in daily lessons
Homework (15)	Establish and communicate a homework policy; Provide specific feedback on all assigned homework and vary the way the feedback is delivered
Practice (14)	Ask questions that require students to process and rehearse the material; Give feedback on the practice while circulating and monitoring work; Provide additional explanations and several examples; Cooperative learning is an effective strategy to utilize practice
Effort and Recognition (14)	Personalize recognition and give praise for individual accomplishments; Provide suggestions to help students improve if they are struggling, then praise the improvements
Graphic Organizers (13)	Use various types to expose students to information before they learn it; Examples include maps, diagrams, timelines, clusters, flowcharts, and structures

Based on Marzano's research, purposeful implementation of instructional strategies can provide a roadmap for the shift in teaching required to ensure student academic success. Effective student-centered learning starts with instructional planning focused on empowering students as active participants in the classroom. By shifting away from a teacher-directed approach, students learn to carry the bulk of the work of learning as teachers take a position as guide.

Blended Learning

MCS utilizes blended learning to leverage the school's technology-rich, student-centered learning environment and enhance each student's personalized learning experience. The models listed below, are employed flexibly. Instructional software programs used for blended learning is vetted to ensure technology-enhanced programs are primed to yield the highest results and a plan for the implementation of each selected software program is developed to maximize its effectiveness.

- **Rotation Model**: Students receive instruction from teachers, participate in centers or independent work, and then complete similar activities on an online software program. Programs that may be utilized in the shared community space include Penda, Progress Learning, Imagine Math, and Lexia PowerUp Literacy, ST Math, AMIRA.
- **Individualized Learning:** Students use adaptive programs that move at their pace to develop reading or math skills, starting with online diagnostic assessments for placement on individual pathways. The teacher monitors use and progress, and the program adjusts according to student academic performance.
- **Flipped Learning:** Teachers can use this within a course for all students or for those who need enrichment. Students watch a video or tutorial online prior to being exposed to a concept to develop

an understanding on their own. Students then meet with the teacher afterward to extend learning and practice. Schoology and Nearpod are examples of platforms that may be used.

Other SWCF schools have successfully employed tools, resources, and technology that help extend the reach of the most impactful teachers across the CSUSA Florida network. Referred to as the Mobile Classroom, this combination of tools, resources, and technology has helped promote stage, not age, personalized learning, and support emerging professional educators. The Mobile Classroom may also be used to provide teachers with expert instruction on state benchmarks/standards aligned with the Educational Model and IFC.

Cross-Curricular Instruction and Learning

Cross-curricular instruction and learning helps prevent skill isolation, enhance student motivation, and requires a high level of collaboration among teachers to facilitate meaningful connections across disciplines. The use of this instructional strategy across all grade levels helps create opportunities for students to deepen understanding and make real-world connections. This helps prevent skill isolation while building student motivation and teacher capacity to plan effectively. At a beginning level of cross-curricular instruction, students are prompted to utilize strategies learned in ELA across other subject domains, such as identifying a main idea (reading) when reading a newspaper article containing information on global warming (science), which can tie into the citizen's role in preventing global warming (social studies). At a higher level of implementation, cross-curricular instruction involves teachers working across subject areas to plan entire units of study.

Once approved by the governing board MCS will be implementing Latinos in Action. Latinos In Action (LIA) offers an asset-based approach to bridging the graduation and opportunity gap for Latino students, working from within the educational system to create positive change. The program operates as a year-long elective course taught by a highly qualified teacher at the middle school, junior high, and high school level. The end goal is to empower Latino youth to lead and strengthen their communities through college and career readiness. LIA accomplishes this by focusing on four pillars: leveraging personal and cultural assets, excelling in education, serving the community, and developing leadership skills.

Cooperative Learning

Cooperative learning is a strategy combining teamwork with individual and group accountability, allowing students of different ability levels to work jointly to improve their understanding of a subject. MCS utilizes cooperative learning as a way of allowing students to acquire both knowledge and social skills, as well as boost student achievement and improve attendance. Effectively implemented, cooperative learning helps develop student problem-solving ability and spark creativity, as students develop social skills while applying knowledge learned in a particular unit. The emphasis on this strategy also helps MCS maximize collaborative learning spaces and emphasize character development.

The following elements are present when effective cooperative learning opportunities are planned: positive interdependence, individual student accountability, face-to-face interaction, social skills, and group processing. Within formal cooperative learning, teachers strategically group students to complete an assignment, designating roles so all students are held accountable for providing input and holding ownership of learning. Within informal cooperative learning opportunities, teachers have students participate in focused discussions in which they make predictions, summarize learning, make connections, or respond to other teacher questions.

Methods and Systems for Differentiated Instruction

Differentiated instruction is a method of teaching that flexibly employs a variety of instructional strategies to meet individual student needs (Watts-Taffe et al., 2013). MCS employs differentiated instruction throughout each day. All teachers are provided with ongoing PD to ensure differentiated instruction is: 1) a teacher's response to student needs, 2) the recognition of students' varying background knowledge and preferences, 3) student-centered, 4) instruction that addresses students' differences, and 5) a blend of whole-group and small-group instruction.

Small-group instruction is utilized across subjects to reach all students, utilizing success block and RTI within learning communities and collaborative spaces schoolwide. Teachers incorporate differentiated instructional materials that target learning needs of on-level, advanced, below-level, and English Language Learner (ELL) students. Teachers may differentiate in three ways: 1) the content students are learning, 2) the process in which the material is being taught, and 3) the product that is developed to demonstrate learning (Tomlinson). Teachers consider the students' readiness for learning, as well as their interests and learning profiles. All instructional staff are supported in implementing the following best practices for differentiating instruction:

- **For Student Readiness:** Focuses on the standard for the content being taught and the objective that must be mastered, with content provided at various levels (e.g., students may read higher-level text yet still master the same standard as students reading on-level text).
- **For Student Interest:** Allows students to choose from a list of options for demonstrating mastery (e.g., some students may complete a project, whereas others might write an essay).
- **For Student Learning Profile**: Addresses various individual student differences in learning styles (e.g., students that are tactile learners can use manipulatives, whereas students who are visual learners can use pictures).

Teachers use data from IFAs, classroom formative assessments, and interim benchmark assessments to drive the decision-making process regarding differentiated instruction. Student groupings change periodically depending on activity level and ability level. Other examples of differentiation include:

- **Whole group**: A teacher may assign a task to students, differentiating the final product students need to create. After completing a unit on World War II, students could be asked to demonstrate their understanding of the impact of World War II on each country involved. Students would choose to complete an essay, skit, or infographic based on preference and provided with specific expectations for each choice for grading based on mastery of appropriate standards.
- **Small group**: Each day, the small group that meets with the teacher is based on a particular skill gap (e.g., converting fractions to decimals). As other groups work in centers, their assignments are differentiated within the overarching center topic. In a word work center, one student may be working on CVC decoding, while another may be working on building consonant blends, and another may be working on grammatical practice.
- **Instructional software:** Instructional software resources are utilized to ensure students are provided with programs that meet instructional needs. Teachers can differentiate by assigning content that students still need practice with, based on data, and then monitor students' performance on those skills. Students can also use programs that adapt to their instructional levels and adjust based on each student's performance (e.g., Lexia Learning programs). This enables them to move at a faster or slower pace.

B.

- **If the curriculum is fully developed, summarize curricular choices (e.g. textbooks) by core subject and the rationale for each. Include as Attachment C, a sample course scope and sequence for each core subject for each division (elementary, middle, and high school) the school would serve.**
- **If the curriculum is not yet fully developed, describe any curricular choices made to date and proposed curricular choices (e.g. textbooks, etc.) and explain the plan for how the curriculum will be completed between approval of the application and the opening of the school. This should include a timeline, milestones, and individuals responsible for included tasks. Also, describe the focus of the curriculum plan and explain how the curriculum will be implemented. Include what core subject areas will be offered and provide evidence on how the curriculum will be aligned to Florida standards.**
- **Provide evidence that reading is a primary focus of the school and that there is a research-based curriculum and set of strategies for students who are reading at grade level or higher and, independently, a curriculum and strategy for students reading below grade level. Reading instructional strategies for foundational skills shall include phonics instruction for decoding and encoding as the primary instructional strategy for word reading. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Include the school's reading curriculum as Attachment D.**

The curriculum design, including materials and resources that may be utilized, is detailed above.

The Comprehensive Core Reading Program (CCRP)

The CCRP is the basis of reading instruction provided to all students at all levels. It correlates to the current state-adopted standards across all grade levels and addresses the six areas of reading: 1) phonological awareness, 2) phonics, 3) fluency, 4) vocabulary, 5) comprehension, and 6) oral language. It provides for explicit, systematic instruction along with ample practice opportunities for students to master necessary reading skills. The school's instructional reading materials include text exemplars, Florida Savvas myView Literacy for K-5 and HMH Into Literature in grades 6-8, as indicated previously. Programs are continuously reviewed and updated based on the effectiveness of meeting student needs.

The 90-minute uninterrupted reading block in K-5 consists of a combination of whole-group mini-lessons and small-group targeted instruction in learning stations. Highly qualified teachers provide small-group instruction and monitor independent work, providing corrective feedback to ensure appropriate use of learning time. Teachers use texts and materials at the student's instructional level and progress to more complex text, as necessary.

Students are assessed utilizing a universal screener at the beginning of the school year using NWEA, i-Ready Skills Checklist, University of Florida Literacy Institute (UFLI) Assessments, or other comparable

assessments to determine basic reading development and to detect the presence of any difficulty. Kindergarten students are screened using the statutorily required Florida Kindergarten Readiness Screener – Star Early Literacy assessment. Based on the instructional implications of the universal screener, students are provided instruction to meet their individual needs with an emphasis on cooperative learning and small-group instruction.

Supplemental Intervention Reading Program (SIRP)

Based on the universal screener and assessment data, students receive additional instruction and practice on identified skills. Teachers provide additional instruction outside of the 90-minute reading block, such as during Success Block, through content area integration, during enrichment activities, or any other opportunity to support student achievement of individual learning goals.

Comprehensive Intervention Reading Programs (CIRP)

To meet the individual needs of students who have been identified to have significant skill deficiencies and/or read two or more years below grade level based on diagnostic data, MCS provides a research-based intervention program. Students receive this additional instruction outside of the 90-minute reading block in a small-group setting with more frequent progress monitoring to ensure accelerated progress toward grade-level expectations. Students are not pulled out of core subjects for extra reading instruction but may be pulled out during non-required electives. There is also the opportunity for push-in support within the classroom, which can easily be accommodated through the facility design in **Section 16**.

Reading Program Specifications

Objectives from the *Just Read Florida!* Reading Program Specifications are detailed in CSUSA's Reading Plan which also provides an example of the decision-making process through which students are identified for strategic or intensive support. Details on SIRP and CIRP research-based materials that may be utilized, and information on how §. 1008.25(5)(a), F.S. requirements around K-3 students exhibiting a substantial reading deficiency are met, are also included.

C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

MCS has not incorporated any additional academic standards at this time.

D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

The research base and foundation materials used to develop the curriculum are described in **Section 3**.

E. Describe proposed curriculum areas to be included other than the core academic areas.

K-5 Specials

Each of the following is offered during a "specials" period on a rotation schedule in grades K-5. MCS will expand upon these specials options and adjust as needed in pursuit of fulfilling the school's mission and vision.

World Language: The world language program focuses the study of language through poetry, songs, and other aspects of culture. Students begin to develop conversational, written, and formal language skills required for living in a diverse environment. A vital goal is that students gain insight into the different perspectives and products of various cultures. Application of this knowledge affords students the ability to recognize cultural practices and the uniqueness of various communities and supports the school's vision.

Art: The art program is based on NGSSS, and its primary goal is to provide every student an opportunity to develop and explore his or her creative potential. Students develop art skills, an aesthetic awareness of art forms in nature, an appreciation of different artistic styles, and the confidence to use art as a mode of personal expression.

Music: The music curriculum is aligned with state-adopted standards and includes both vocal and instrumental music. A variety of melodic and harmonic classroom instruments, along with singing during classroom practice and performances, is incorporated throughout the music curriculum. Students are introduced to music skills, techniques, and knowledge of various types of musical literature. They are also exposed to musical contributions representing various cultures, genres, styles, and artists.

P.E.: Physical education includes a variety of developmental activities that emphasize fine and gross motor skill development. The K-2 curriculum focuses on movement exploration through various motor and non-motor experiences, and includes instruction in keeping growing bodies healthy, clean, and out of harm's way (e.g., health/nutrition, exercise, drug prevention, first aid, and safety). The 3-5 curriculum allows students to interact in team sports that also contributes to developing habits of good sportsmanship. MCS provides a minimum of 150 minutes of physical activity each week as directed by § 1003.455(3), F.S. This requirement is waived for students who meet the criteria delineated in § 1003.455(4), F.S.

Computer Education:
Introduction to Computer Science courses supports the development of basic skills in computer programs and platforms used in grade level curriculum. Students are instructed in the responsible use of technology and information, evaluation of digital information resources, digital tools, security and information sharing, computer programming basics, and programming applications among other areas.

Grades 6-8 Electives

World Language: The primary goal of the world language program, aligned to the Next Generation World Language Standards, is to provide instruction in the following five areas: 1) communication, 2) cultures, 3) connections, 4) comparisons, and 5) communities. By focusing on these five areas, students learn to communicate in a language or in languages (other than English) through the following modes of communication: interpretive listening, interpretive reading, interpersonal communication, presentational speaking, and presentational writing. With a focus on communication, students learn to exchange information with peers orally and in writing and use appropriate vocabulary and cultural expressions to request additional

information. World language courses for high school credit, such as Spanish 1.

Information Technology: Information technology instruction employs national standards, benchmarks, and grade-level expectations, building upon the skills learned in grades K-5. Students in grades 6-8 can take a semester or a full-year computer course. Depending on student demand and staffing, examples of courses that may be offered include Coding Fundamentals, Fundamentals of Web and Software Development, and Computer Science Discoveries.

Fine Arts: The primary goal of the art program is to provide instruction aligned to the state-adopted standards in the following domains/strands of art: critical thinking and reflection; historical and global connections; innovation, technology, and the future; organizational structure; and skills, techniques, and processes. The arts encompass music, visual arts, theatre, and dance. Courses are determined based on teacher certification and student demand. Examples of courses that students may take include M/J Introduction to Art History, M/J Three-Dimensional Studio Art 1, and M/J Music Theory 1, M/J Digital Art & Design 1-3.

Physical/Health Education: Middle school students complete one semester of Physical Education in grade 6, 7, and 8, per the requirement for matriculation into high school as outlined in § 1003.455(3), F.S. The primary goal of the physical education program is to provide instruction in the following strands of physical education: Movement Competency, Cognitive Abilities, Lifetime Fitness, and Responsible Behaviors and Values. These strands offer students the opportunity to set goals to develop and continually enhance the life management skills necessary for healthy, active living.

F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

MCS utilizes the following systems and structures for students at-risk of not meeting academic requirements and to support drop-out prevention efforts:

- Multi-Tier System of Supports (MTSS) / Response to Intervention (RTI)
- Progress Monitoring Plans (PMPs)
- Push-in / Pull-out Instruction
- Course Recovery

These efforts are in addition to supports identified previously, such as consistent and focused data tracking by grade, subject, class, and individual student, the use of PLPs, before/after school tutoring, and Success Block programming.

Multi-tiered System of Supports (MTSS)

The school's MTSS framework provides structure to the identification of student learning and behavior needs and ensure efforts follow RTI requirements and guidelines. Overall, the MTSS framework:

- Includes RTI for academics and behavior.
- Reflects alignment with the school's assessment plan in **Section 5** and CSUSA K-12 Reading Plan for reading interventions**.**
- Includes detailed data tracking and consistent progress monitoring.
- Provides daily SEL opportunities as described in **Sections 3 and 8.**
- Demonstrates coordination with the schoolwide behavior plan in **Section 8.**
- Ensures PMP compliance.

Response to Intervention (RTI)

MCS is unwavering in bringing its mission to life by supporting student academics and character development. To that end, the school's RTI model reflects an inclusive, data-driven process and a system of support made up of teachers and parents intended to help struggling students. RTI is designed for making decisions with both general education and exceptional education students, creating a well-integrated system of instruction, and intervention guided by individual student data (RTI Action Network, 2021). Therefore, MCS ensures parents and teachers understand RTI is intended for all students in need of support, including those who participate in Exceptional Student Education (ESE), English for Second Language Learners (ESOL) programs, and 504 services.

The school's RTI model includes the following, in accordance with federal laws, to help students fulfil the necessary catch-up growth to be successful in grade-level content and/or behavioral expectations:

- A school-based Problem-Solving Team (PST).
- Universal screeners and diagnostic assessments.
- Documented intervention plans.
- Evidence-based interventions.
- Documented progress monitoring with graphs.
- Adherence to all state and Local Education Agency (LEA) designated requirements and timelines.

The PST operationalizes the RTI process and is made up of members of the school's administrative team, SSC, select teachers, and other staff as appropriate. PST membership may evolve to best support the needs of students. As year one's RTI program for both academics and behavior is implemented, the members of the team may be adjusted to best reflect expertise and relevance to programming. MCS reflects a high level of transparency with families related to tiered interventions and student progress monitoring. Families is provided with communications related to RTI programming and student progress.

The school's RTI model is comprised of three tiers:

- **Tier 1 – Core Universal Instruction and Support**: General education instruction for all students and differentiated support provided by the teacher within the classroom. The following are potential curricular tools to implement:
  - K-5: Savvas myView Literacy
  - 6-8: HMH Into Literature
- **Tier 2 – Targeted Supplemental Intervention and Support**: Small-group or individualized instruction using targeted intervention for a specific skill deficiency when students are not making adequate progress with Tier 1 alone. The following are potential curricular tools to implement:
  - K-5: i-Ready, Lexia Core5 Reading
  - 6-8: i-Ready, Lexia PowerUp Literacy
- **Tier 3 – Intensive Intervention and Support**: More individualized instruction, which might occur outside the classroom, using targeted inventions to improve academics and/or behaviors inside the classroom. The following are potential curricular tools to implement:
  - K-5: Lexia Core 5, EasyCBM, AMIRA, i-Ready Toolbox
  - 6-8: Intensive Reading Course, i-Ready Toolbox

MCS utilizes curriculum resources for ELA, math, writing, and science that include differentiated instructional strategies and assessments associated with each RTI tier. Increased instructional minutes for students receiving Tiers 2 and 3 interventions are illustrated in **Table 4.2** and demonstrate alignment with the CSUSA K-12 Reading Plan.

The student identification process for academic RTI begins with the implementation of high-quality instruction as described in **Sections 3 and 4**, and universal screening of all students in a general education classroom setting. Based on results of universal screening, diagnostic assessments are administered as appropriate. Timely interventions are provided to students in accordance with the level of need identified by the diagnostic assessment. These interventions are provided *at increasing levels of intensity* for identified students which is intended to accelerate student learning. Student progress is closely monitored and used to assess the effectiveness of the intervention and the need for additional supports.

Table 4.2

Intervention Instructional Minutes	
Grades K-5	
On-Grade-Level Instructional Plan	120-min. integrated reading and language arts
Strategic Instructional Plan	**On-Grade-Level Instructional Plan** + 30 min. remediation/enrichment
Intensive Instructional Plan	**On-Grade-Level Instructional Plan** + **Strategic Instructional Plan** + 30-min. intervention (3x weekly) + 60-min. tutoring
Grades 6-8	
On-Grade-Level Instructional Plan	50-102 min. integrated reading and language arts
Strategic Instructional Plan	**On-Grade-Level Instructional Plan** +50-minute Intensive Reading course or intensive scaffolded support in ELA class
Intensive Instructional Plan	**On-Grade-Level Instructional Plan** + **Strategic Instructional Plan** + 30-min. intervention + 60-min. tutoring

Progress Monitoring Plans (PMP)

Included as part of the RTI process, MCS utilizes a PMP which is designed to provide students, parents, teachers, and administrators with specific academic intervention information for students who are performing below grade level in each grade. For students exhibiting substantial deficiency in reading, parents are notified in writing. To ensure written communication is in accordance with § 1008.25(5)(d), F.S. requirements, which includes providing parents with a reading-at-home plan and information on good cause promotion, the SSC tracks and maintains written communication and confirm receipt from parents. Additional information on PMPs can be found in **Section 5**.

Push-in / Pull-out Instruction

Teachers/co-teachers are available to pull-out or push-in with students who are below grade level. The time periods during which push-in/pull out are provided include Success Block, electives, and RTI for students receiving tiered interventions. Students who receive push-in/pull-out instruction may include students who are on the cusp of attaining proficiency, students scoring in the lowest 25% who do not qualify for RTI based on screening data, and students in subgroups who may require additional one-on-one or small group time to demonstrate growth. Additionally, ESE and ESOL staff provides the required services, described in **Sections 6 and 7** respectively, through push-in/pull-out support based on documented student need.

Course Recovery

The school's grading philosophy emphasizes mastery of academic benchmarks/standards. To ensure teachers understand this concept and grade accordingly, they are supported in developing a deep understanding of state benchmarks/standards, lesson planning, assessments, and item misconception analysis among other areas that support effective grading. MCS has a well-established system for providing

students with the support and encouragement they need to take accountability for grades, working with parents as partners in learning, and providing students with opportunities to improve performance.

MCS utilizes a course recovery program to provide students with a second chance to successfully complete course requirements and earn the appropriate credits in grades 6-8. Course recovery provides extra support for students performing below a proficient level, thereby increasing their chances of passing the course and earning the necessary credits. MCS implements Edgenuity for course recovery. Edgenuity provides a blended learning platform, a course syllabus, encourages notetaking and summarizing, and provides access to a teacher for content support or online platform technical assistance. The SSC, or another designated member of the school's instructional leadership team, serves as the designated course recovery coordinator and monitors progress and support students in credit recovery programs. The blended learning platform offered is available anywhere the internet is accessible, with all mastery assessments completed on school grounds under teacher supervision.

MCS communicates the hours available for students to complete course recovery content and assessments, which may include before/after school, or during the school day at a time that does not detract from core academic courses. Parents receive clear communication reiterating the grading philosophy's emphasis on mastery of academic benchmarks/standards to articulate the meaningfulness of grades. This philosophy is paired with procedures for addressing late work and providing reassessment opportunities. These practices help ensure students are graded solely against the grade-level/subject area criteria and support frequent communication with parents so that they both understand grades earned and are up to date on potential credit recovery needs.

Section 5: Student Performance

Performance Goals

A. Describe the expected incoming baseline of student academic achievement of students who will enroll in the school. Based upon the expected incoming baseline performance, describe the school's goals for academic growth and improvement that students are expected to show each year and the rationale for those goals. Describe how the school's academic goals and objectives for improving student learning will be revised if the actual incoming baseline is substantially different than the expected baseline. Describe how success will be evaluated, and the desired overall results to be attained through instruction.

The school's performance-based educational goals and objectives are designed to support student academic achievement and mission fulfillment. A continuous focus on improving student academic achievement is grounded in rigorous academic goals, individual PLP student goal-setting, and parental support of academic growth. The goal-setting process described below is similar to the process used at other CSUSA-managed schools as part of annual strategic planning.

Goal Setting

Kindergarten through Second Grade

Students in grades K-2 are assessed using interim formative assessments, which measure achievement and growth in ELA and math, and is aligned to the Florida B.E.S.T. as well as college and career readiness standards. The nationally normed NWEA Measures of Academic Progress (MAP) Growth assessment, or comparable assessment, is utilized three times a year. Details on this assessment are provided below. NWEA is one of the largest interim assessment providers in the United States. These computer-based assessments are adaptive and consistently measure student achievement and growth on the RIT scale (scale score). After the fall administration, all students receive end-year/spring growth targets. These targets are used systemically for goal setting. K-2 students are also assessed at least three times per year using the NWEA MAP Reading Fluency or comparable approved assessment.

Goal: Collectively, students in grades K-2 will exceed national growth norms. This occurs when 50% or more of students meet their fall to spring RIT growth targets in ELA and math annually.

All students with fall and spring scores are included in NWEA's grade-level calculations of "*Percentage of Students who Met or Exceeded their Projected RIT*." Comparable assessments, such as Curriculum Associates i-Ready assessments, may be used in place of MAP Growth.

Third through Eighth Grade

Goal setting in grades 3-8 aligned to the Florida School Performance Grades accountability system. Subsequent changes to the Florida School Performance Grade accountability calculation will prompt a revision to goals in the affected year(s). Per the current Florida School Grading system, each school evaluates individual student success and effectiveness of the curricula by their performance on State Assessments and State Alternative Assessments.

Individual student academic performance data is then combined to measure the school's progress over the last year. Schools accumulate points for both achievement and growth on state assessments and state alternative assessments. The state then calculates the percentage of students meeting high standards in

ELA, math, science, and social studies (when applicable); the percentage of students making annual learning gains in ELA and math; and the percentage of the lowest 25% of students making annual learning gains in ELA and math. Middle school grades also include one additional component, when applicable: Middle School Acceleration – middle school student academic performance on high school assessments and/or technical certification exams. Once a school's points are totaled, the percentage of possible points earned are then calculated. This percentage corresponds to a final school letter grade.

On the assessment components of the school grade, students demonstrate academic improvement and success by meeting high standards and making annual learning gains as defined by the State of Florida. Currently, the meeting of high standards is defined as those students who score an achievement level of three or higher on the Statewide Science Assessment or Florida Assessment of Student Thinking (F.A.S.T.). On the Florida Standards Alternate Assessment (FSAA), students must score a level 4 or higher to be classified as meeting high standards.

The data displayed below reflects the latest information provided by the FLDOE at the time of application submission. Currently, the FLDOE has not published learning gains calculations for F.A.S.T. Students demonstrate a year's worth of learning, or a "Learning Gain" on state ELA and math assessments, and EOC assessments as described in **Table 5.1a**, with adjustments to the table below taking place as updates are released by the FLDOE.

Table 5.1a

FSA to FSA and EOC to EOC Learning Gain Requirements	
FSA/EOC achievement level	Improve one or more achievement levels from one year to the next (e.g., from 1-2, 2-3, 3-4, 4-5).
Show significant growth within an achievement level	• Maintain a Level 3, Level 4, or Level 5 from one year to the next and the student's scores in Level 3 and Level 4 must have improved by at least one scale score point from previous year, this is also true for retained and accelerated students. • Remain within levels 1 or 2 but advance one **subcategory** in scale range. • Achievement Level 1 is comprised of three equal subcategories. • Achievement Level 2 is comprised of two equal subcategories.
FSA to EOC and EOC to FSA Learning Gain Requirements	
FSA/EOC achievement level	• Improve one or more achievement levels from one year to the next (e.g., from 1-2, 2-3, 3-4, 4-5).
Maintain a Satisfactory or Above Achievement Level	• Maintain a Level 3, Level 4 or Level 5 from one year to the next, from F.A.S.T. to EOC or EOC to FSA.

Students demonstrate a year's worth of learning or a "Learning Gain" on the FSAA in one of three ways as described below in **Table 5.1b**.

Table 5.1b

Current FSAA Learning Gain Requirements	
1. **FSAA Achievement Level**	Improve one or more levels (e.g., from 1-2, 2-3, 3-4 etc.).
2. **Maintain Proficiency**	Maintain level 4 or higher without dropping from previous level.
3. **Adequate Vertical Scale Score Growth**	FSAA students who remain at performance level 1, 2, or 3 are credited with gains if their score improves by at least 5 points from the previous year.

Again, the data displayed in **Tables 5.1a** and **5.1b** are based on the latest information provided by the FLDOE at the time of application submission. Any changes made by the FLDOE after submission are adjusted accordingly as needed.

In compliance with the Every Student Succeeds Act (ESSA), school proficiency and learning gain calculations include students with disabilities and ELLs with two or more years of English instruction.

School's Goals

Beginning in the 2022-23 school year, F.A.S.T. has been administered and aligned to the Florida B.E.S.T. in ELA and math. MCS creates and documents annual goals through an annual strategic planning process and communicates these annual goals in various ways including a school-wide data wall. Typically, a single scale is used across school types. In 2022-23, the first year of F.A.S.T. and a year without learning gains, the state evaluated K-8 Combination schools on an adjusted scale. Therefore, to maintain a level of transparency with students, parents, and the community at large, goals are aligned to publicly available data calculated schoolwide and published annually by the FLDOE.

The school's minimum goal requirements and the methodology to calculate these targets are detailed below for Proficiency, Growth, Closing the Achievement Gap, and the Florida School Performance Grade. These Specific, Measurable, Achievable, Relevant, and Time-Bound (S.M.A.R.T.) goals comply with the most recent federal accountability plan under Florida's ESSA State Plan. In 2022, nearly 55% of schools were designated as needing Targeted Support and Improvement (TS&I) and 14% were designated as needing Comprehensive Support and Improvement (CS&I). Therefore, it's acknowledged that these are rigorous goals and MCS must effectively target instruction to meet these high expectations and achieve student success. Note, per the revised State of Florida ESSA plan, "given the implementation of new statewide assessments and the eventual adoption of new cut scores for performance on those assessments, Florida will need to re-establish its long-term goals and measures of interim progress for academic achievement."[1] Once long-term goals are re-established at the state level, the school will revise their goals and goal setting calculus accordingly.

Proficiency S.M.A.R.T. Goal

Specific: Each year on the state assessments, MCS will see a significant increase in the percentage of "Satisfactory or Above" students (as defined currently by those scoring Level 3 or above in math, ELA, science, and social studies).
Measurable: Student math, ELA, science, and social studies scores will reflect at least a 10% reduction in the percentage of students who are NOT "Satisfactory or Above" relative to the previous year or meet or exceed the performance of the comparable schools. If proficiency is at or above 90% in any prior year, MCS

[1] https://www.fldoe.org/core/fileparse.php/14196/urlt/fl-essa-stateplan080223.pdf

will increase said proficiency by 1% or meet or exceed the performance of comparable schools in Manatee County.
Attainable: This goal is attainable given that students will have appropriate resources and access to high-quality teachers.
Relevant: This goal is relevant to the school's mission to provide an inspiring and motivating educational environment that delivers real, measurable results and prepares our students to be the next generation of leaders.
Time Bound: Goals are evaluated and assessed annually, after the release of state assessment and accountability results.

Growth S.M.A.R.T. Goal

Specific: Each year on the state assessments, MCS will see a significant increase in the percentage of students making learning gains in ELA and math.
Measurable: ELA and math scores for students in grades 4-8 will reflect at least a 10% reduction in the percentage of students NOT making learning gains relative to the previous year's state assessment scores (if available) or meet or exceed the performance of demographically similar schools in Manatee County.
Attainable: This goal is attainable with the programmatic, financial, and human resources that are present at MCS.
Relevant: This goal is relevant to the school's mission as students must experience growth and development annually to achieve academic excellence.
Time Bound: Goals are assessed annually, after state assessment results are released.

Closing the Achievement Gap S.M.A.R.T. Goal

Specific: Each year on the state assessments, MCS will see a significant increase in the percentage of students in its lowest 25% making learning gains in ELA and math.
Measurable: Student ELA and math scores will reflect at least a 10% reduction in the percentage of the school's lowest 25% of students NOT making learning gains relative to the previous year or meet or exceed the performance of the demographically similar schools.
Attainable: This goal is attainable given the school's focus on rigorous academics.
Relevant: This goal is relevant to the school's mission of preparing students to be the next generation of leaders.
Time Bound: Goals are assessed annually after state assessment results are released.

Florida A+ School Grade S.M.A.R.T. Goal

Specific: MCS will meet or exceed the demographically similar local schools' performance on all "Other" Florida A+ School Grade model components.
Measurable: MCS will meet or exceed the demographically similar local schools' average performance on each "Other" element of the Florida School Grade.
Attainable: MCS will have the academic, financial, and human resources necessary to meet or exceed the performance of its peer schools.
Relevant: As a school of choice, the school's comparative school performance is crucial to attracting and retaining students as well as maintaining parent confidence.
Time Bound: School grades are reported annually by the State of Florida.

The goal setting procedures described above represent a comprehensive list of academic performance targets aligned to the current Florida school grade calculation.

B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

MCS will strive to achieve the following mission-specific initiatives by the end of the charter term:

- Every student will utilize a PLP to set and monitor progress toward achieving academic and future career goals aligned to the balanced assessment system.
- Every student will utilize a PLP to set and monitor character education goals aligned to CSUSA's mission and vision using Strong Minds and Good Hearts through the AIA program.

Placement and Progression

C. Describe the school's student grade level and course placement procedures.

MCS will follow the grade level and course placement procedures as outlined in the CSUSA Florida Student Progression Plan (SPP) found in **Attachment E.**

D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E.

MCS will adhere to the CSUSA SPP found in **Attachment E**.

E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.

MCS does not serve high school students.

F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Promotion criteria is communicated to parents through a variety of methods to ensure clear visibility to academic requirements and academic supports available to meet those requirements. Parents are provided with the opportunity to understand their child's progression and learn about the school's support systems and strategies during annual curriculum nights or parent universities. Curriculum nights focus on providing information on promotion criteria, course progression, and academic strategies that can be utilized at home. The purpose of parent universities is to teach parents how to use various tools, such as checking grades in the SIS or reviewing instructional software usage and progress data.

Parents are kept informed of their child's progress twice each quarter, once via a progress report at mid-quarter and then via a report card. Parents also have online access to their child's grades through an SIS, such as PowerSchool, and may schedule conferences and contact teachers, as necessary. Additionally, students are trained to track their progress toward benchmark/standards attainment and conduct student led conferences utilizing their PLPs after initial implementation years. This allows teachers the time they need to build student capacity and ownership of academic progress.

Assessment and Evaluation

G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a proposed assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an explanation of how these assessments align with the school's curriculum, performance goals, and state standards.

In addition to the FLDOE mandated Progress Monitoring assessments of the B.E.S.T. Standards three times per year, MCS uses the measurement tools listed below to establish a balanced assessment system—establishing a baseline to guide instruction and determine student progress through benchmarks and standards mastery to reach proficiency on state assessments. Please note that this list does not preclude MCS from substituting these assessments with other comparable measurement tools if deemed necessary.

NWEA MAP Growth Assessments: This includes three administrations in the areas of ELA, math, and science. The MAP Growth assessments are nationally normed, aligned to the SAT and ACT as well as the Florida benchmarks/standards. MAP Growth is proven to be effective at targeting student achievement and determining skills students need to improve performance. NWEA uses a continuous scale score (RIT) from grades K-12, which enables monitoring of growth from one grade level to the next, as well as determine exactly how far above or how far below the national norm a student is compared to other students in their grade level nationwide. Results are used to set goals for students on specific skill gaps, as well as identify groupings and benchmarks/standards or skills to teach for small-group instruction. NWEA currently provides the MAP Growth assessments to students in grades K-12 three times a year in math, ELA and science with Florida-aligned EOCs in Algebra, Geometry and Biology. These assessments are computer based, which helps students prepare for the format of the state assessment and enables teachers to see results immediately.

CSUSA Unit Assessments (IFAs): Mid and End-of-unit assessments provided by CSUSA are created from a researched-based item bank and used to gauge students' progress on mastery of the GVC. The assessments are aligned to state standards and the scope and sequence of the CSUSA Curriculum Maps. Unit assessments provide a checkpoint between MAP assessments on grade level benchmarks. The computer-based test results are available immediately after testing for teachers and students. Teachers use the results to adjust their instruction to reteach standards in Success Block and other remediation periods that students have not mastered. CSUSA also has the capability to view comparison reports across the network of Florida schools to monitor trend data and adjust school support if necessary.

Classroom Assessments for Practice or Mastery: Teachers also administer a variety of formative and summative assessments throughout the school year. These tests are aligned to the specifications of the Florida B.E.S.T. Standards, measure the mastery of competencies within the GVC, and can be used to evaluate the student learning from reteaching and success block. Additionally, teachers engage in formative assessment practices designed to evaluate, in real time or through alternative measures, whether a student has mastered a specific benchmark. Classroom assessments can be essays, projects, multiple choice or open response tests, exit tickets, or other forms of evaluating student performance. Teachers have access to an online platform with a research-based item bank to aid in the creation of standards-based formative assessments, which also allows for viewing results online. The assessments are used in all subjects and can

be created by teachers or available through purchased curriculum.

H. Describe how student assessment and performance data will be used to evaluate and inform instruction. Who will be responsible for managing the data, interpreting it for classroom teachers, and leading or coordinating professional development to improve student achievement?

MCS addresses the four components of data-driven instruction: culture, assessments, analysis, and action.

The use of student assessment and performance data is vital to the culture of MCS, as evidenced by the Education Model and continuous improvement process. Performance data is used to improve student learning and achievement, as well as evaluate and inform instruction. The data-driven cycle of assessment, analysis, and action is indispensable for increasing student achievement. It is deeply embedded in the school's school culture and is a top priority for schoolwide improvement and ensuring equity. The school's leadership team uses a simple but highly effective yearly data calendar, which is displayed and referred to constantly so that everyone in the school community is aware of important steps in the data cycle. The school's leadership team conducts assessment analysis and action planning during scheduled data chats with teachers and coordinate the PD teachers need to succeed.

Teachers use the data from NWEA assessments, unit assessments, and IFAs to differentiate instruction of specific skills through various instructional and regrouping strategies to ensure that individual student needs are addressed. To evaluate student learning and the effectiveness of instruction, teachers give students formative assessments on those specific skills. After itemized analysis of each assessment, teachers report feedback to students and parents verbally and via the SIS to update each student's PLP. Based on the results of the assessment, teachers then decide whether to re-teach specific skills that have not been mastered or go back to baseline assessment to activate students' background knowledge on the new skill to be introduced.

Progress Monitoring Plan (PMP)

The PMP, introduced in **Section 4**, lists students' areas of academic weakness, and describes interventions that can be implemented in the areas of writing, reading, math, and/or science. Each student performing below grade level has a PMP. The PMP is also reviewed by all stakeholders after at least 12 weeks of instruction to assess whether implemented strategies are increasing student achievement in the identified area.

Based on review of individual student state assessment scores, identification of students scoring in the lowest 25% is generated to assist teachers in targeting students who need remedial instruction. The first round of interim benchmark assessments is given within the first month of school so that individual student strengths and weaknesses can be quickly identified and a PMP can be generated. This helps ensure grade level community and classroom instruction is geared toward meeting the needs of every student. It also allows students, parents, teachers, and administrators to re-evaluate individual students' academic achievement in a more efficient manner. Recognizing areas of strengths and weaknesses in a timely manner is vital to ensuring students have enough instructional time and practice to solidify their understanding before reassessment occurs. If a student needs multiple specialized plans, such as PMPs for reading intervention, individual ELL Student Plans, Educational Plans (EPs) for Gifted Students, or Individualized Education Plans (IEPs), members of committees overlap so that communication and alignment of plans can be ensured.

Table 5.3

Progress Monitoring		
School Level	**Goal Setting** MCS sets strategic goals to achieve overall success according to Florida School Improvement Plan and Florida School Grades. MCS leaders set collaborative instructional and achievement goals annually as part of the culture of continuous improvement.	**Monitoring** Individual data chats are held quarterly to review areas of strength and opportunity based on NWEA and common assessment results. Data from the student information system supports creation of school action plans.
Teacher Level	**Goal Setting** Proficiency and learning gain goals are broken down into grade level and classroom level targets.	**Monitoring** MCS leadership holds bi-monthly data chats with teachers to analyze overall classroom strengths and opportunities, identify students or benchmarks/ standards in need of remediation, and develop classroom action plans.
Student Level	**Goal Setting** Student data from State Assessments, academic grades, NWEA and formative assessment data are compiled on the PLP. With guidance from teachers and parents, students generate goals for each academic area as well as conduct and effort. Teachers explain defined learning gain targets to support student goal setting for state assessments.	**Monitoring** In data chats with students, teachers analyze the data within the PLPs and set goals for each academic area as well as conduct and effort. Goals and progress monitoring data are visible to parents, students, and teachers through the student information system.

I. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

MCS develops teacher capacity through a model of continuous improvement. All teachers are provided with research-based PD based on school improvement goals. Instructional staff meet in grade-levels/subject areas PLCs to analyze student data and design instructional units with accompanying lessons. Grade-level team leads share in PLC facilitation responsibilities with the CRTs. Team leads also participate in monthly leadership meetings with administrators. Based on administrative walk-throughs and student academic performance, teachers are provided with specific, differentiated PD from CRTs, mentor teachers, administration, or a CSUSA Florida curriculum specialist.

After NWEA MAP interim assessment periods, teachers meet for data chats with CRTs, a curriculum specialist, or administrators to analyze student progress and develop an action plan for PD. The action plan may include steps for increasing levels of complex thinking, math intervention strategies, developing cross-curricular lessons, developing relevant experiential learning activities, teaching reading in content areas, and many other grade-level-specific literacy development opportunities. Please see **Section 13** for additional information regarding PD.

Strategic Planning

Strategic planning provides an opportunity for the school's instructional leaders to receive school-based professional learning and involves action planning for site-based goals for the school year. Strategic planning is facilitated by the Deputy Director who also conducts check-ins with the school's administrative team to provide support and monitor progress throughout the year. The purpose of strategic planning is to:

- Review goals for the year and design action plans for each.
- Prioritize short-term, mid-term, and long-term priorities.
- Assess and align instructional resources to meet each goal.
- Adjust PD plan to strengthen instructional capacity.

Quality Education for Students and Teachers (QuEST)

Instructional leadership development is driven by student, classroom, and school-level data. CSUSA Florida support team members facilitate a process known as QuEST. The purpose of QuEST is to build capacity in school leadership teams, ensuring the full intent and rigor of the benchmarks/standards are effectively taught.

QuEST takes place annually and includes key members of the CSUSA Florida support team. With the principal, the QuEST team conducts targeted classroom walkthroughs and develop instructional action plans. The QuEST format allows leadership development to be tailored to the needs of the school's administrative team and the school community based on current data trends.

Master Schedule Analysis (MSA)

The MSA is conducted annually and is intended to support the administrative team in a review of the school's strategic plan and monitoring of schoolwide initiatives. The same team members listed above conduct the MSA and make recommendations for mid-course corrections based on current data analysis. The MSA process involves:

- Reviewing formative assessment data to determine areas of focus.
- Identifying gaps in equity and access to courses.
- Areas of strength and weakness in course offerings.
- Evaluation of academic supports.

J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

The CSUSA Florida support team tracks the progress of each SWCF school towards meeting academic, operational, and financial goals. The team meets regularly throughout the academic year, as well as at the end of each school year to rate each SWCF school with a tier level (1-3) depending on its progress towards goal attainment throughout the previous year. In addition to academic progress, the team examines results from parent, student, and staff surveys, which provide insight into pertinent issues such as satisfaction and safety. Financial reports, enrollment and attendance figures, and other information needed to further monitor progress toward the mission are also reviewed and evaluated. Schools that are in danger of not meeting their goals (tier 3) are then assigned support team members dedicated to ensuring that the school gets the support needed to get back on track towards goal attainment.

Lastly, SWCF, the support team, and the school's administrative team meets for strategic planning before the start of the school year to finalize the school's strategic plan and initiatives. This multi-tiered process ensures collaboration between the school, the governing board, and CSUSA in determining any corrective action needed for the school to make progress towards achieving its goals.

The school's administrative team is supported in identifying the root cause of any school shortfalls and determine the initiatives and resources needed to correct them. Florida support team members work collaboratively with MCS and participate in budgetary meetings to pinpoint budget allocations needed to accomplish school initiatives. During SWCF's annual meeting, MCS initiatives and budgetary allotments are communicated for governing board approval. SWCF ensures that initiatives remain in alignment with the school's mission, vision, and strategic plan and decides whether to approve the budget.

K. Describe how student assessment and performance information will be shared with students and with parents.

Student assessment and performance information is shared with students and parents in multiple ways. Teachers update PLPs and/or PMPs and discuss student progress via student/teacher and teacher/parent data chats. State assessment and interim benchmark assessment results are communicated to parents once available. Progress reports are sent home mid-quarter for parents to monitor progress, and report cards are issued quarterly. Also, parents can schedule conferences and communicate with teachers as often as necessary.

Parents also have access to the SIS which informs them—via a controlled access password—about their child's class work, test grades, and weekly progress towards meeting state-adopted benchmarks/standards. Parents have information provided to them to schedule a conference, ask questions, or just be aware of their child's academic achievement.

Interim benchmark assessments take place up to three times a year. After administration of each assessment, that data, in conjunction with students' scores from state assessments, are communicated to parents to keep them informed of student progress.

L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

Security is vital in a school environment for safety, privacy, and compliance. To accomplish these goals, the following hardware-, software- and procedural-based security is employed:

- A closed TCP/IP-based network protected externally through a firewall.
- Virtual local access networks (VLANs) to separate network traffic and avoid service interruptions.
- Implementation of best practices to prevent unauthorized access to network equipment.
- SSL encryption on CSUSA-based Internet services.
- WPA2 encryption on all wireless access points.
- Anti-virus/anti-malware software on all computers.
- Children's Internet Protection Act (CIPA) compliant content filtering to protect against inappropriate access.
- Individual accounts with passwords.
- Network-based permissions assigned to individuals and/or groups.

- Computer- and network-based configurations to minimize alterations that could lead to security compromises and/or loss of functionality.
- Data sharing agreements with vendors prior to using their products for student use.
- Controls to restrict access to data to those that require it at the minimum required permission level.
- School device restrictions to reduce potential cybersecurity threats.
- Limited access to network equipment.
- Security cameras throughout the school with recording and search capabilities.
- Visitor screening services located in the front office.
- Documented processes for adjustments to content filtering, logs, security footage, etc.
- Cybersecurity policies and triggers to protect against remote access, phishing attacks, malicious files, and scripts that can disrupt operations and/or steal personal and private information.

Student records are maintained in locked cabinets in a secure area of the school. Compliance with the Family Educational Rights and Privacy Act (FERPA) and state policies related to reading, inspecting, and copying a student's educational records are maintained. All school employees receive training, at least annually, related to the confidential nature of student records. Should areas of non-compliance be noted, the school's administrator takes necessary steps to correct them.

In addition to the above, all MCS staff, students, and parents are subject to CSUSA's Computer System and Internet Policy. This policy outlines access restrictions, acceptable use, the consequences of violating the policy, and is part of CSUSA's Employee Handbook. It is also included in each student's registration packet and is a requirement of employment or enrollment in a CSUSA-managed school.

Section 6: Exceptional Students

A. Provide the school's projected population of students with disabilities and describe how the projection was made.

Currently the school's enrollment of students with disabilities is 8**%** of the total student population. On average over the past five years, the school's enrollment of students with disabilities has been approximately 10% of the total student population. However, there is no enrollment cap on the number of students with disabilities who may enroll at MCS, and staffing/resources are adjusted based on actual student enrollment and need.

Currently, there are 47 students with IEPs enrolled at the school. The school serves a diverse population of ESE students as indicated by this breakdown of students by primary exceptionality: Specific Learning Disability – 15 (32%), Language Impaired – 13 (28%), Speech Impaired – 10 (21%), Developmentally Delayed – 5 (11%), Autism Spectrum Disorder – 2 (4%), and Other Health Impaired – 2 (4%). The school also presently serves 4 gifted students and 14 students with 504 plans.

B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

The school's marketing materials reflect that MCS is a tuition-free charter school that serves all students, including exceptional education students. This information is also conveyed to prospective families during school information sessions when details on programs and services are presented.

All students who apply to MCS have an equal opportunity of being selected for enrollment in accordance with § 1002.33(9)(f), F.S. MCS does not discriminate, or limit enrollment based on race, color, national origin, sex, disability, or religion. The enrollment application does not contain questions related to a student's disability status, and a student's disability status is not known until after the family accepts a seat and begins to submit registration documentation.

C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

MCS adheres to district, state, and federal policies to ensure that students with disabilities receive a free appropriate public education (FAPE). The school's ESE staff is trained to remain mindful of least restrictive environment (LRE) mandates to ensure that students are educated with their non-disabled peers to the greatest extent possible, based upon the student's individual circumstances. Educational placement for a student with a disability is determined through an IEP meeting after a review of the student's present levels of performance, accommodations, goals, and required services identified on a student's IEP. The district assigned ESE Specialist is invited to participate in ESE meetings at the school for initial eligibility determination; when the team suspects that a discussion around change of placement may ensue; for meetings when parents are accompanied by an advocate or attorney; and at other times as requested by the district. If the ESE team determines that a student requires services outside of the continuum of services offered by MCS, the school collaborates with the School District of Manatee County (SDMC) on behalf of the student to determine the most appropriate placement to meet the student's needs. MCS works with the district

to determine proper placement for students with disabilities within the full continuum of services offered by the SDMC.

To ensure that MCS remains abreast of all local ESE policies and procedures, the ESE lead participates in the SDMC's ESE meetings and works closely with the district.

D. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

As part of the school's registration process, after accepting a seat, parents submit a Special Programs Information form that requires parents to self-report information related to the student's disability status. The enrollment data specialist cross-checks parents' forms with data from the district's FOCUS system. MCS also requests records from students' prior schools, including special education records.

MCS implements an MTSS to ensure that academic programs target the needs of all learners. Through this model of support, all students receive instruction at the Tier 1 level. MCS holds regularly scheduled, collaborative, multi-disciplinary team meetings to systematically review academic performance/ behavioral data of all students and identify those in need of more targeted interventions at the higher tiers (Tier 2 or Tier 3). During the MTSS process, if a review of a student's progress monitoring/intervention data leads the team to suspect that the student may have a disability and require special education services or a 504 plan, the school follows the School District of Manatee County's ESE procedures for initiating the evaluation process (including obtaining parent/guardian consent as a required first step in the process).

If parents/guardians request an evaluation of their student before the general education intervention process is complete, MCS either obtains consent to conduct the evaluation while maintaining interventions concurrently or provides the parent/guardian with written notice of the school's refusal to conduct the evaluation. MCS works collaboratively with the SDMC to ensure that initial evaluations of students suspected of having a disability are completed within 60 calendar days from the date MCS received signed consent for evaluation.

Upon completion of the formal evaluation of the student, the district-assigned school psychologist and/or other service providers involved in the evaluation process share the results with the ESE team. The ESE team is made up of at least the following: the student's parent, ESE teacher/provider, general education teacher, evaluation specialist, an LEA representative/designee, and the student, if appropriate. The district ESE Specialist is also invited to attend the initial eligibility meeting. All SDMC ESE processes and procedures are followed related to student eligibility determination, as well as IEP development and placement decisions.

E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a regular classroom environment with at least 80% of instruction occurring in a class with non-disabled peers.

A continuum of special education services is offered to allow for the provision of services to students whose needs can be met 80% or more of the time in the regular education classroom setting. This continuum

includes consultation, collaboration, and support facilitation. In addition, MCS contracts with related services providers to allow for the provision of special education or related services in areas such as speech therapy, language therapy, and occupational therapy, if these services are deemed necessary by a student's IEP team.

Special education teachers/providers deliver services based on the individual needs of each student to support the student's progress. These services focus on addressing the student's IEP goals and, as an example, may include pre-teaching, skill instruction, reteaching, or remediation. For some students, teacher-to-teacher consultation and/or collaboration might be sufficient. This allows the ESE teachers and general education teachers to work together on behalf of the ESE students, supporting the student's ability to continue to make progress within the regular education setting.

All teachers at MCS receive training on the differences between accommodations and modifications, as well as the requirements and procedures to ensure that both are provided to students in accordance with their IEPs. ESE teachers also receive PD and participate in a dedicated PLC, both of which specifically focus on topics relevant to working with an ESE student population.

F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

MCS works closely with the district ESE Specialist and SDMC, to ensure that FAPE is provided to all students. The school's continuum of services falls within the full continuum of services provided by the district and staff works with the SDMC's ESE to determine and ensure proper placement for students with disabilities.

If a student provides a current IEP during the enrollment process that identifies the student as requiring services outside of the continuum offered by MCS, the district ESE Specialist is contacted. The IEP is then be reviewed in accordance with the district's procedures, and a timely decision is made as to how the student's required services would be delivered to the student either by MCS, if appropriate, or by a SDMC ESE public school. A similar process is followed if the student is already enrolled at MCS, and the IEP team is considering a resource placement. If necessary, the SDMC's ESE department is then contacted to participate in the student's IEP meeting to assist with facilitating a smooth change of placement.

G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

As described above, MCS works closely with the SDMC's ESE Specialist to ensure that FAPE is provided to all students. If a student has a current IEP that is provided during the enrollment process that identifies the student as requiring a separate placement (less than 40% of instruction occurring with non-disabled peers), or if such a need is identified after the student is attending, the school's team follows the process described in response to section 6F above to ensure that the student receives FAPE and is placed in an appropriate educational setting.

H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

Students with IEPs require quarterly IEP annual goals progress reporting. Prior to the end of each quarter the students' progress monitoring data is reviewed collaboratively by the special education provider and general education teacher(s) and used to complete the IEP annual goals progress report. In accordance with School District of Manatee County's ESE policy, this information is shared with the parent/guardian at the same time that grades are reported. MCS also monitors student progress by reviewing interim benchmark assessment performance results. Reviewing this indicator of student growth on a quarterly basis allows MCS to target intervention and remediation efforts on behalf of students. ESE student performance data is also discussed through our grade level Professional Learning Communities (PLCs), and this drives additional support that can be provided to our students.

I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

Currently, the school employs two full-time ESE teachers. One of these teachers also serves as ESE lead overseeing compliance and providing instructional support to some of the school's ESE students. However, if ESE student enrollment dictates that this number needs to be adjusted, staffing changes are made in alignment with students' needs. In addition, MCS contracts with related service providers (such as a speech-language pathologist or an occupational therapist) as needed. At the present time, our instructional staff also includes one teacher who is gifted endorsed to ensure that guidelines and procedures established by SDMC's ESE Department related to meeting the needs of gifted students are implemented and followed.

J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

As described above in 6H, MCS reviews the individual progress of exceptional students, which is part of the plan to evaluate the school's overall effectiveness in serving exceptional students. This includes a review of students' learning gains and levels of proficiency based on interim benchmark assessment data, as well as performance data from the annual state-mandated assessment program. Through the data analysis process, the team reviews overall student academic performance on interim benchmark assessments by subgroups, including the ability to separate subgroups for students with IEPs, EPs, and 504 plans. Additionally, in alignment with § 1003.57(1)(f), F.S., every three years MCS completes a Best Practices in Inclusive Education (BPIE) assessment, most recently in October 2024. Through this process, a team of stakeholders is brought together to consider the school's effectiveness related to indicators of inclusive practices in the domains of Leadership and Decision Making, Instruction and Student Achievement, and Communication and Collaboration. This allows MCS to identify priority needs, develop goals, plan improvement strategies, and organize resources to support the ESE program.

K. Describe how the school will serve gifted and talented students.

MCS follows the School District of Manatee County's ESE policies and procedures related to identifying students in need of gifted services. Students meet eligibility criteria for gifted services if they (1) demonstrate a majority of gifted student characteristics based on a standard scale or checklist, and (2) possess superior intellectual development as measured by an intelligence quotient of two standard deviations or more above the mean on an individually administered standardized test of intelligence. In addition, students from underrepresented groups as defined in Rule 6A-6.03019, F.A.C., who meet School District of Manatee County's ESE eligibility criteria for gifted services under Plan B, are also served by MCS. Students who qualify for a Gifted Education Program and whose parents have given consent each have an EP written at least every three years, which includes a statement of the present levels of educational performance, a statement of goals (including measurable short-term objectives), identified criteria, evaluation procedures and schedules for determining whether the goals are being achieved, and a statement of the specific services to be provided to the student.

The development of the EP is a process that builds parent-student relationships. It provides a forum for discussing student needs beyond the general curriculum, facilitating changes in instruction and classes, and determining appropriate service options. The EP is reviewed during the year to determine if a goal has been met or should be rewritten. EPs are reviewed and rewritten as often as needed but no less than the frequency identified by the School District of Manatee County's ESE Gifted Student Education department. Participants at an EP meeting include the student's parents, at least one teacher of the gifted, one general education teacher, an LEA representative, and an evaluation specialist if evaluation results are discussed. When appropriate, the student may attend the meeting as well.

MCS utilizes a gifted service model in alignment with the models outlined in FLDOE's Resource Guide for the Education of Gifted Students in Florida. Currently, MCS' gifted students receive monthly enrichment and project-based learning through regularly scheduled gifted instruction provided by a gifted endorsed teacher. The gifted endorsed teacher also collaborates with the student's general education teacher(s) to support the teacher in the extension of the student's learning. All gifted students are responsible for mastering the Florida Standards, and differentiated instruction is provided to allow for more enrichment and curriculum compacting opportunities in areas of particular strength.

MCS uses Plan B for screening gifted students. Students qualify for gifted with a minimum score of 115 if they qualify for FRL or are identified as ELL. Students must be in the 75th percentile on a nationally or state-normed assessment. The Area Curriculum Specialist does screeners using data from FAST and NWEA benchmark testing as a metric of screening. Students complete project-based and problem-based learning assignments set towards achievement of their gifted goals.

Section 7: English Language Learners

A. Describe how the school will meet the needs of English Language Learners as required by state and federal law, including the procedures that will be utilized for identifying such students, ensuring that they have equitable access to the school's programming and communicating with their families.

The school's enrollment of ELL students is approximately 29% of the total student population. The goal of the ESOL program is to prepare and successfully equip ELL students with different levels of English proficiency and with the academic and social skills needed to meet the same curriculum standards as non-ELLs. The SSC, or other principal designee, is responsible for implementing and monitoring the ESOL program. The school also has a Parent Leadership Council which is comprised of the parents/guardians of active ESOL students, teachers, a member of school leadership, and students. The Parent Leadership Council is the voice and advocate for the ELL community. MCS follows all SDMC ELL, state, and federal guidelines related to the identification, provision of service, assessment, monitoring, and exit of ELLs. The school adheres to the SDMC's ELL Plan with the exception of references to the student progression plan. MCS will follow the CSUSA Student Progression Plan, included in **Attachment E**.

ELL Student Identification and Placement Procedures

ELL student identification and placement procedures include screening, placement assessments, and the development of student ELL plans.

Screening

ELLs are identified through the registration process. At the time of registration, parents are given a Home Language Survey (HLS) to identify potential ELLs. Students whose parents respond affirmatively to any of the questions on the HLS are referred to the coordinator and given the Initial Placement Test (IPT) by Ballard & Tighe to measure language proficiency. Additionally, for parents of students who answer "Yes" to any questions on the HLS, the Date Entered United States School (DEUSS) is obtained by the registration team, which includes the month, day, and year in which the student entered school in the United States (any of the 50 states and the District of Columbia, excluding U.S. territories and possessions).

Placement Assessments

The assessment instruments that are used follow the established guidelines and procedures of the School District of Manatee County. Students are referred to the coordinator, who uses the IPT 1 (grades K-6) or IPT 2 (grades 7 and 8) oral/aural assessments within 20 days of the student's first day of attendance. All students who are not proficient on the oral/aural assessments qualify as ESOL students and are coded LY.

Students in grades K-2 who score as English proficient on the IPT 1 do not qualify for entry into the ESOL program, unless otherwise recommended by the ELL committee. The school's ELL committee includes a combination of four of the following: the ESOL designee/coordinator, mainstream teacher, ESOL-endorsed teacher, parent/guardian, administrator(s), and student services coordinator.

Students in grades 3-8 who score proficient on either the IPT 1 or IPT 2 oral/aural assessments, are assessed using the reading and writing portions of the IPT. This is completed as soon as possible, but no later than 30 days after the initial enrollment. If a student scores at or below 32% or are limited English on either reading or writing, they are classified as ELLs.

Students who do not qualify are placed into regular mainstream classes. The initial testing documents for students who do not qualify for ESOL services are maintained in accordance with district requirements. Assessment information is entered into the district system to indicate that the appropriate language assessment has been completed.

MCS advises parents that students are given an aural/oral language assessment of English proficiency to determine eligibility and placement in the ESOL program. If ESOL program assessments are delayed beyond the 20-day period, the following documentation is provided for each student on school letterhead: (1) Reason for the delay in assessing the student, (2) Evidence that the student is being provided ELL accommodations until the assessment is complete, (3) Timetable to complete the assessment, (4) Notification of the above documents to parent/guardian, preferably in their primary language.

Student ELL Plan

Students who do not score as English proficient are classified as ELLs and placed in the ESOL program and managed using the district management system, Elevation. The scores and classification status are entered into the district system and all respective parties are notified. Each student's ELL plan is updated annually in accordance with the DEUSS date: before October 1 or within 30 days of the DEUSS date if it occurs after the first two weeks of the school year, and any other time updates need to be made (change in student schedule, ESOL level, instructional program, assessment data, etc.) to ensure documentation of the student's current services. ELLs are assessed using WIDA's Assessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS) every spring to determine the student's level of English proficiency and appropriate services needed. ELL students also participate in all required district and state assessments.

The ELL plan includes information on current services, language proficiency levels, assessment results, programmatic assessment forms, ELL committee documentation, testing accommodations and interventions, and other pertinent information that is applicable to the student's ELL Plan.

Family Communication

MCS ensures there is consistent communication to the parents/guardians of ESOL program students. The school translates forms and communications into Spanish and Haitian French Creole, and other applicable languages that may arise when new students enroll. MCS uses the translation services made available by the district to aid in the dissemination of communication which is Language Line according to the district's current ELL Plan. Bilingual assistance is provided by staff members who speak the parents'/students' heritage language when available.

Parents/guardians receive the necessary formal notifications as required by statute, including student eligibility for ESOL services. The eligibility letter includes information regarding the student's ESOL level, ESOL program information, date tested, principal's signature, and contact information for any parent questions or concerns. Parents are also notified of any school ELL committee meetings, official documentation of ACCESS testing, or any other appropriate documentation noted in School District of Manatee County's ELL plan.

The Parent Leadership Council assists with communication to all stakeholders with the goal of keeping everyone apprised of the council's goals and initiatives, and volunteer opportunities, along with helping families with any concerns or students' educational rights.

Students Entering from Other School Districts

When students enter the school from another school district, MCS reaches out to the prior school to request academic information as well as the original DEUSS date and other ESOL related documentation and ACCESS testing results. This helps us determine the student's ESOL status. Families with newly enrolled students are also asked to provide this information as part of the enrollment process, when available. Students are placed in the ESOL program, accordingly, based on the documentation that the school is able to obtain. Students who do not provide any documentation regarding their current ESOL status is assessed using the previously mentioned screenings.

Equitable Access for ELL Students

ELLs who present academic difficulties are included in the MTSS framework and RTI process previously described in Section 3. A teams meet to discuss interventions and strategies to support ELL students continued academic success. Interventions provided include push-in/pull-out support, tutoring, and small group instruction. PMPs are created for ELLs as appropriate to properly document types and frequency of interventions. The ELL committee takes part in monitoring the PMPs to ensure ELLs are making adequate progress based on the performance on class and benchmark assessments. Additional information regarding support for ELLs performing below grade level is provided below in response to question B.

Equitable instruction is provided by trained ELL staff. Teachers use the WIDA ELD Standards and Can Do Descriptors to provide comprehensible instruction to ELL students. Teachers complete the PD offered by the district and by the school ELL coordinator and CRT to learn how to do this. ELLs are not retained if evidence of comprehensible instruction and monitoring cannot be found or documented.

Accommodations for State-wide Assessments

MCS adheres to the accommodations required by the state and district and ELLs receive the necessary accommodations for all statewide assessments. Accommodations include, but are not limited to additional time for assessments, use of an English-to-heritage language dictionary, oral presentation of test directions, and small group testing.

B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

To promote both literacy and proficiency, the school's ESOL program provides students with English language development instruction that is age and grade appropriate and tailored to the student's English proficiency level. A nurturing climate that develops listening, speaking, reading, and writing skills is provided. ELLs receive comprehensible instruction of the core curriculum so they can make academic progress comparable to that of native English speakers as documented by individual and group data.

Instructional Model - Mainstream/Inclusion

MCS currently provides mainstream/inclusion instruction; however, this may be revisited annually based on the needs of the enrolled student population. Sheltered instruction may be offered to students in grades 6-8 as needed via English Through ESOL and Developmental Language Arts Through ESOL courses based on their English proficiency level.

MCS offers ELLs equitable access to all instruction which is provided in amounts, sequence, and scope equal

to the instruction provided to non-ELLs at the same grade levels. Instruction is supported through the use of differentiated ESOL instructional strategies, accommodations, and assessments, which is monitored by the ELL committee and a school administrator and documented in lesson plans.

Instruction is supported by ESOL and Universal Design for Learning (UDL) instructional strategies that include:

- Seating the student close to the front of the room.
- Establishing a daily routine in the classroom and preparing students for any changes using as many of the senses (seeing, hearing, touching, smelling, and tasting) as possible to present information to students.
- Providing alternative instruction whenever the class lessons are extremely difficult for ELLs.
- Arranging small discussion and talking activities that permit students to practice verbal skills.
- Utilizing oral techniques, such as cueing, modeling elicitation, and chunking.
- Utilizing graphic organizers such as webbing and semantic maps.
- Modifying lesson objectives according to the language level of the ELLs.
- Using manipulatives to help students visualize math concepts.
- Teaching math concepts and computation procedures through games and kinesthetic activities.
- Giving practice in reading word problems by identifying the key words to determine the operation needed to solve the problem.

For ELL students that are performing below grade level, provisions of supplementary supports and services and/or modifications and accommodations are provided to ensure that they benefit from the curriculum. Students who have been in the ESOL program for more than three years may need additional support and the ELL committee convenes to make necessary accommodations. Students are provided with English instruction designed to develop integrated language skills using specific ESOL curriculum strategies and instructional delivery models for both ESOL and content subject areas such as math, science, social studies, and computer literacy. Instructional time and curriculum are equal to instructional time and curriculum provided to non-ELLs in basic or categorical programs as established by the School District of Manatee County, state, and/or federal guidelines appropriate to those courses. ELLs receive extra instructional minutes and proper intervention programs as indicated on their PMP to support their growth and learning.

CSUSA Florida support team members review and approve intervention and instructional programs for all students, including ELLs. MCS has the opportunity to choose programs based on student need. Several of these programs have embedded features which help support students with language acquisition and comprehension.

Depending on the number of ELLs enrolled, students are grouped in the same courses as much as possible when schedules allow, in order to provide an environment that is more comfortable for them to foster communication and collaboration with each other.

C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

The ELL committee helps implement ESOL programming and review files and conduct the following services:

- Review instructional programs and monitor progress.
- Review WIDA data and ESOL subgroup data from school interim benchmark assessments.
- Address parent/teacher concerns.
- Retention of ELLs.
- Review instructional program of former ELLs.
- Reclassification of former ELLs.
- Review academic progress for extension of ESOL services.
- Review all available data when exiting a student from the ESOL program.
- Request evaluations/support when needed.

As soon as an ELL meeting is scheduled, the parent/guardian is notified and invited. During the meeting, recommendations are made and recorded in the student's cumulative folder for documentation purposes. All members of the ELL committee signs to acknowledge recommendations and a meeting log is maintained annually.

Programmatic Assessment

Steps are taken to determine the academic levels of incoming ELLs prior to placement into the ESOL program. MCS obtains all prior ELL plan and state assessment records from other schools to review and conduct parent/student interviews, classroom assessments, and teacher observations. This information is documented in the student's ELL plan.

Extension of Services and Exiting ESOL

MCS utilizes the state-mandated assessment, ACCESS, to measure the growth of students classified as ELLs on a yearly basis. ACCESS assesses students on four modalities: speaking, listening, reading, and writing. If the student does not show proficiency on ACCESS, the student continues to receive ESOL services. A student is considered for Extension of Instruction based on his/her third-year anniversary DEUSS date. The ELL committee meets no earlier than 30 days prior to this anniversary date. Criteria for extension includes performance on ACCESS, state assessments, class grades, teacher input, progress monitoring data, social skills, and other information relevant to evaluate the child holistically. ELLs are assessed annually at the end of the 4th, 5th, and 6th years of receiving extended services. In compliance with F.A.C.6A-6.0903, ELLs in grades K-2 who, at the end of the year, show proficiency in all modalities of the ACCESS exit the ESOL program. ELLs in grades 3 and above who show proficiency in all modalities of the ACCESS and earn a passing score on the grade level state assessment in ELA exit the ESOL program.

Post-Program Review and Re-entry of ELL Students

Students' academic progress is monitored through the Post Program Review for a period of two years through the Post-Reclassification Monitoring Form. Documentation, which includes report cards, progress reports, test scores, classroom performance, and teacher/parent input, is placed in the student's ELL plan. Each student plan is reviewed after the first grading period, after the first semester, after the first year, and after the second year of exiting the program. At each point, the review is noted in the student's ELL plan and entered into the electronic system. The ELA teacher indicates whether the student is making appropriate

progress or not performing due to language deficiencies, at which time a required ELL committee meeting convenes. During the ELL committee meeting, recommendations regarding the student's progress are made, including whether the student should re-enter the ESOL program. During this two-year monitoring period students are provided with extra time and dictionaries for state assessments.

Placement decisions for re-entry are based on the ELL committee's review, the student's instructional needs and previous placement. Students may be provided additional support as appropriate and given diagnostic assessments (as described previously in this application) to determine areas of need. Students may only re-enter the ESOL program within their 2-year monitoring period after exiting the program.

D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

In compliance with Florida law, META requirements, and the META Consent Decree, teachers are required to participate in training when they have an ELL student assigned to their class. MCS provides adequate staffing of certified ESOL endorsed teachers based on the student population. If there are at least 15 students that speak the same native language, then the school has at least one assistant or teacher proficient in that language and trained to assist in ESOL instruction.

Teachers of ELLs are appropriately certified and ESOL endorsed, making use of instructional strategies in the delivery of the course or program curriculum. Teachers include designated ESOL instructional strategies, such as small group instruction, use of graphic organizers, using manipulatives in math, along with using oral techniques cueing and modeling and accommodations such as visual aids and audio tools in lesson plans. Guidance and support on ESOL instructional strategies are provided by the school's leadership team along with the CSUSA Florida support team members.

School administrators keep track of all certification and PD to ensure teachers are taking the necessary courses to become ESOL endorsed. CSUSA's Human Resources department also partners with the school administrative team to ensure that certifications are tracked and current. More information on certification monitoring is provided in **Section 11**.

The school's ESOL Coordinator serves as the ESOL designee and is the direct liaison with the SDMC's ESOL department.

Section 8: School Culture and Discipline

A. Describe the culture or ethos of the proposed school. Explain how it will promote a positive academic environment and reinforce student intellectual and social development.

The school's school culture aims to bring out the best in students, teachers, and parents and support the development of an environment in which rigorous academics, character, and a strong sense of community flourish. According to ASCD (2017) both school culture and climate contribute to students' ability to learn. The principal leads the development of a schoolwide culture that promotes a shared set of beliefs and values among all staff and serve as a foundation for building healthy relationships with students. The CSUSA Florida Deputy Director oversees the principal's onboarding and annual PD plan to ensure a firm understanding of the Education Model, as well as an appreciation of the school's mission and vision.

The development of the school culture incorporates the five areas of Marzano's research for achieving a safe, orderly, and positive academic environment:

1. Establish rules and procedures for behavioral problems that might be caused by the school's physical characteristics or routines.
2. Establish clear schoolwide rules and procedures for general behavior.
3. Establish and enforce appropriate consequences for violations of rules and procedures.
4. Establish a program that teaches self-discipline and responsibility to students.
5. Establish a system that allows for the early detection of students who have high potential for violence and extreme behaviors.

To cultivate a culture deeply rooted in equity, positive interactions, academic success, and the healthy development of students, the school's leadership team utilizes the following:

- Schoolwide Behavior Plan – Expectations and Procedures
- Positive Behavioral Interventions and Supports (PBIS)
- Social-Emotional Learning and Character Education
- Mental Health Plan

Schoolwide Behavior Plan – Expectations and Procedures

The schoolwide behavior plan provides all school community members with clear guidelines and expectations defining appropriate behavior both on campus and at school-sponsored events. The plan is rooted in equipping students, teachers, and all other members of the school community with the tools needed to ensure an optimal teaching and learning environment. These tools may include the use of restorative classroom practices and conscious discipline strategies to create trauma informed, supportive classrooms. Through the use of clear, positive, and proactive approaches to student behavior and discipline, it is likely fewer disciplinary incidents will occur.

The school leadership team is supported in planning a framework for behavior management. Routines and procedures set the tone for efficient and focused classroom. The school continually strives to provide an environment that is physically safe and emotionally nurturing. The goal is to empower students to explore ways of improving their well-being and sharing their opinions, ideas and findings along the way. To promote this environment, MCS may employ daily morning meetings and use common schoolwide language for behavioral expectations.

Since prevention is key to a successful classroom management program, MCS has explicit procedures and routines for daily activities that both teachers and students are taught to minimize the opportunity for misconduct. Procedures are taught until they are second nature for students and are continuously implemented throughout the school year. Fidelity to these procedures helps keep the focus on academics and instruction and contribute to a positive school environment. All classroom and schoolwide expectations and procedures are posted in student-friendly, specific language that serves as a reference for all school community members. Teachers model the introduction of each routine, allowing students enough practice opportunities and feedback to instill guidelines as habits.

Teachers receive extensive training throughout the year on the importance of routines and setting expectations for students, beginning with New Teacher Induction (NTI) and Returning Teacher Orientation (RTO) before the start of each school year. The first two weeks of each school year focus on the explicit teaching and practicing of school procedures and classroom routines, integrated within lessons aligned to the GVC. Classroom routines are developed by teaching teams to ensure classroom structures are primed to build student independence and diminish opportunities for misbehavior. Teachers are expected to demonstrate positive teacher language and adhere to the system for logical consequences in accordance with the student code of conduct. The school leadership team and CRTs conduct instructional rounds focused on providing teachers with feedback on the implementation of expectations and procedures. This helps ensure appropriate and fair accountability aligned to a component of the teacher evaluation plan, maintaining a well-managed learning environment. **Section 12** details the teacher evaluation plan.

The schoolwide behavior plan is communicated to all stakeholders in a clear and ongoing manner, as well as discussed with students in the classroom to ensure full understanding. All stakeholders are encouraged to provide feedback on the plan and its implementation throughout the school year. Additionally, parents, students, and teachers use biannual satisfaction surveys to provide written feedback which is reviewed by SWCF and CSUSA and used by MCS administrators to gauge the effectiveness of its overall plan.

The school's PD plan addresses the development of daily professional habits and classroom management that begins prior to the school's opening. Described in **Section 13**, PD is a vehicle for establishing collegiality and promoting a growth mindset in staff. PD sessions, which include reflective collaboration structures, also serve to develop relationships among content-area teachers as well as with instructional support staff.

MCS complies with the legislative requirements for charter schools that are deemed a "persistently dangerous school," and any student who is a victim of a violent criminal offense (as defined by the FLDOE) has the option to transfer from MCS since it is a school of choice.

Students who become violent or disruptive are removed from other students when safety permits. If safety does not permit the removal of the student, staff immediately removes the other students from the area and relocate them to a safe area. The disruptive student's parents/guardians shall be immediately notified, and the student is counseled by the school's staff when possible. If a student becomes violent, law enforcement is notified immediately, and appropriate disciplinary action taken.

With the assistance of parents, a strong bond is created at MCS that helps prevent bullying. Communication among parents, students, and teachers concerning incidents of bullying are used to help prevent acts of violence and possible tragedies. Schools and parents must educate children about bullying behaviors to help create a safe and secure school environment. Children who bully need to be taught empathy for others' feelings in order to change their behaviors, and MCS enforces a zero-tolerance policy regarding bullying. The

"Jeffrey Johnston Stand Up for All Students Act" (§ 1006.147, F.S.) prohibits the bullying and/or harassment, including cyber bullying, of any public K-12 student or employee. All employees are required to report allegations of bullying and/or harassment to the principal or the principal's designee. All other members of school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that constitutes bullying or harassment to the principal or principal's designee, anonymously or in-person. This required communication among stakeholders concerning incidents of bullying mitigates risk in this area. MCS follows district policy to meet these required standards.

Positive Behavioral Interventions and Supports

MCS implements a schoolwide behavior plan around a Positive Behavioral Interventions and Supports (PBIS) model. MCS provides behavior guidelines and discipline processes in alignment with PBIS expectations. PBIS increases and provides an emphasis on preventions and improves student academic achievement and social development. MCS PBIS model is grounded in evidence-based practices and tiered behavioral interventions are selected and implemented to address student behavioral needs in line with the MTSS framework. Students are given set behavior and character trait goals in their PLPs and daily school routines to develop future leaders of tomorrow. MCS embraces PBIS through a required daily fifteen-minute morning meeting lessons based on the 4-pillars that is built into the school's master schedule.

Social-Emotional Learning and Character Education

As mentioned in **Section 3**, SEL and character education are core to positively impacting academic achievement as well as school culture. Developing student SEL skills is critical to developing young, productive citizens, while character education is essential in the development of a healthy mindset. The development of SEL skills and providing character education helps MCS fulfill its mission to inspire every student to achieve excellence in school and life through rigorous academics and character education. PD opportunities for teachers are provided to help build capacity to teach SEL skills and character education.

MCS has developed five SEL competencies as part of the school's commitment to a positive school culture and meeting individual student needs. The competencies listed below are defined by the Collaborative for Academic, Social, and Emotional Learning (CASEL, 2015):

1. Self-Awareness: The ability to accurately recognize one's emotions and thoughts and their influence on behavior. This includes accurately assessing one's strengths and limitations and possessing a well-grounded sense of confidence and optimism.
2. Self-Management: The ability to regulate one's emotions, thoughts, and behaviors effectively in different situations. This includes managing stress, controlling impulses, motivating oneself, and setting and working toward achieving personal and academic goals.
3. Social Awareness: The ability to take the perspective of and empathize with others from diverse backgrounds and cultures, to understand social and ethical norms for behavior, and to recognize family, school, and community resources and supports.
4. Relationship Skills: The ability to establish and maintain healthy and rewarding relationships with diverse individuals and groups. This includes communicating clearly, listening actively, cooperating, resisting inappropriate social pressure, negotiating conflict constructively, and seeking and offering help when needed.
5. Responsible Decision-Making: The ability to make constructive and respectful choices about personal behavior and social interactions based on consideration of ethical standards, safety concerns, social norms, the realistic evaluation of consequences of various actions, and the well-being of self and others.

MCS utilizes the AIA curriculum, identified in **Section 3**. AIA works to empower students to reach their goals and enrich their lives while serving as positive difference makers in the world. AIA is structured across instructional units organized to introduce and deepen understanding of the five SEL competencies defined above. Students work through project-based learning and other experiential learning methods to develop these competencies. The AIA curriculum allows for flexibility in delivery, providing three tiers of instructional activities that align to the most appropriate learning experiences for students. One tier may be used per grade level, or the tiers can be used to differentiate by the abilities, interests, or maturity levels of students. AIA curriculum provides MCS with tools to support addressing the needs of the whole child, emphasizing character development and key SEL competencies needed to succeed in school and life.

Mental Health Plan

MCS has historically implemented its own Mental Health Plan, in alignment with § 1011.62(13) F.S., utilizing the school's share of state appropriated Mental Health Assistance Allocation Plan (MHAAP) funding to help address student mental health needs. MCS provides mental health services at the school, using an evidence-based, multi-disciplinary approach to the treatment of youth with mental health/substance use challenges. The decision as to whether to use the school's Mental Health Plan or follow the district's plan is revisited annually.

The school's Mental Health Plan employs a multi-tiered system of supports approach to its identification and treatment of students with mental health needs.

- **Tier 1 – Low Risk:** Full school and classroom level interventions.
- **Tier 2 – Moderate Risk:** MCS supports students through the use of small groups, embedded strategies, and targeted support for identified students. This may include providing services to students through school support staff or referring students for services through a private provider or community mental health agency. MCS requests that authorization be provided to allow for collaboration between the school and treatment provider.
- **Tier 3 – High Risk:** The school's mental health liaison refers students to the school-based mental health clinician. The clinician develops a treatment plan and work to secure parent consent if services are recommended. Tier 3 interventions are provided by the school-based mental health provider with available support from a Board-Certified Behavior Analyst (BCBA), if warranted.

MCS has designated a team member to serve as the school's mental health liaison employed through INVO Healthcare who is tasked with coordinating the components of the plan. The mental health team, which meets regularly to review student data and monitor program implementation, may be comprised of the principal, assistant principal, mental health liaison, mental health counselor, school safety officer, and others as appropriate.

The Mental Health Plan consists of the following components:

1. **Planning and Screening**: The mental health team meets regularly to discuss students of concern. Factors to be considered during the discussion include common at-risk indicators, such as school mobility, attendance history, discipline data, academic history including recent school performance, as well as other factors that may be impacting the student. This process allows the team to consider students they wish to refer for further assessment/interventions.
2. **Assessment and Intake**: Administration of screening instruments which may include the CDC's Adverse Childhood Experiences (ACEs) Survey, Beck Youth Inventory, Family Inventory Assessments, or others at the discretion of the mental health team. The results of the screening assessment are used to drive treatment plans and student interventions.

3. **Treatment Plans and Roll Out**: Treatment plans developed by the school-based clinician. Student reviews conducted by the mental health team.
4. **Intervention**: Individual and group sessions conducted, parent empowerment meetings held, and Classroom Functional Behavior Assessments implemented. Student reviews are conducted, and data is analyzed by the mental health team.
5. **Evaluation and Transition**: Treatment plans regularly revisited, progress monitoring, and identification of students for transition.

B. State whether the applicant intends to use the local school district's code of conduct policy. If the applicant does not intend to use the local school district's code of conduct policy, describe in detail the school's approach to student discipline. If already developed, provide the proposed discipline policy or student code of conduct as Attachment G. Taken together, the narrative and code of conduct (if provided) should:

- Explain the practices the school will use to promote discipline, including both penalties for infractions and incentives for positive behavior;
- List and define the offenses for which students must (non-discretionary) and may (discretionary) be suspended or recommended to the local school district for expulsion;
- Describe the roles of administrators, teachers, staff, and the governing board regarding the discipline policy;
- Provide an explanation of how the school will take into account the rights of students with disabilities in disciplinary actions and proceedings;
- Describe procedures for due process when a student is suspended or recommended to the local school district for expulsion as a result of a violation, including a description of the appeals process that the school will employ for students facing recommended expulsion and a plan for providing services to students who are out of school for more than ten days; and
- Explain the process for informing students and parents about their rights and responsibilities under the code of conduct.

MCS utilizes the district's Student Code of Conduct and follows the mechanism outlined in **Section 10** for the expression and resolutions of grievances.

MCS works collaboratively with the district on severe disciplinary matters to ensure that the correct discipline process is followed, as well as any referrals to alternative learning environments. The student code of conduct is made available to families electronically. Additional school-specific procedures, aligned to the district, is shared with families prior to the start of the school year.

MCS adheres to all federal laws regarding proper handling of disciplinary action of all students, including IDEA policies and students with a 504 plan.

Section 9: Supplemental Programming

A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

Supplemental programming offered is determined by the interests and needs of the school community. The list below describes proposed programs, activities, and potential partnerships. The scheduling and frequency of activities is contingent on the level of interest and engagement of students, teachers, and partnerships with community organizations. The funding for these programs may derive from different sources, such as allotments in the school's future budget, stipends to staff which are built into the operating budget, or student contributions.

Partnerships: Partnership opportunities are cultivated to support the school's vision of developing lifelong learners who contribute positively to local and global communities. Local businesses, chambers of commerce and their members, and local and state governmental entities are identified for outreach. MCS currently partners with local churches, the Lion Club, FELT program, the Lady of Lamb, and Manatee Chambers of Commerce.

Clubs and Activities: Clubs and activities are planned to nurture students' academic growth and character development. The interests of students and faculty advisors, as well as local resources into account when designing final program offerings. MCS offers the following activities and clubs when an appropriate designee is assigned to facilitate and monitor:
Academic clubs: National Junior Honor Society
Cultural/Arts clubs: Drama Club, Yearbook Club, Peer Counselors, Future Leaders/Student Council, Chorus, Student Ambassadors, Social clubs, and Safety Patrol.

Interscholastic Competitions: Competitions may include participation in local or statewide contests to demonstrate skills in select academic areas, as well as competitions and showcases that highlight problem-solving and creativity skills.

Interscholastic Athletics: As identified by stakeholder opportunities and partnerships, athletic programs are developed. Basketball, cheer/dance, flag football, soccer, volleyball, and cross country are examples of team sports that are offered. Additionally, per § 1006.15(d), F.S., MCS students is eligible to participate in interscholastic extracurricular activities at the public school to which they would be assigned according to the district school board attendance area policies.

II. ORGANIZATIONAL PLAN

Section 10: Governance

A. Describe the school's existing or planned legal status, including non-profit status and federal tax- exempt status.

Southwest Charter Foundation, Inc. (SWCF) is a Florida-based not-for-profit corporation with current IRS 501(c)(3) status and organized exclusively for the purpose of governing charter schools. The current governing board members are:

- Ken Haiko, Chairman/President
- Thomas Wheeler, Vice Chair/ Secretary
- Paul Sallarulo, Treasurer
- Dennis Clark, Director
- Billie Miller, Director
- Patricia Smith, Director

B. Provide the following documents, if available, as attachments:

- The articles of incorporation for the applicant organization (or copies of the filing form) – Attachment H
- 501(c)(3) tax exempt status determination letter (or copy of the filing form) – Attachment I
- Governing board by-laws – Attachment J
- Governing board code of ethics and conflict of interest policy – Attachment K

SWCF's Articles of Incorporation, tax exempt status letter, bylaws, code of ethics and conflict of interest policy are on file with school district.

C. Describe the governance structure of the proposed school, including the primary roles, powers, and duties of the governing board; committee structure (if applicable); and how the board will interact with the principal/head of school and any advisory bodies.

SWCF is governed by the general philosophy that it is an organized group of volunteers who are collectively accountable to the community for the health, vitality, and effectiveness of its schools. As the charter holder, SWCF has ultimate authority and responsibility for school operations, including all responsibilities set forth in § 1002.33(9), F.S. This includes, but is not limited to, annual adoption of the budget; ensuring MCS retains the services of a certified public accountant or auditor for the annual financial audit; reviewing the annual audit; reporting progress annually to the authorizer; and designating at least one administrative staff member to be responsible for instructional personnel and administrators' performance evaluations duties. SWCF is responsible for continuing oversight of the operations of MCS and conducts itself in accordance with all applicable laws and regulations. SWCF has contracted with CSUSA to manage the day-to-day operations of MCS and oversees CSUSA via a performance-based management agreement. The principal is an employee of CSUSA and is responsible for managing all school staff and liaising with parent organizations and community partners.

SWCF is responsible for developing appropriate policies to safeguard these fundamentals, while effectively and properly managing public funds. To ensure that MCS achieves academic, operational, and financial success, the primary role of SWCF is to:

- Determine and preserve the organization's mission and vision.
- Create and oversee the organization's operational policies.
- Exercise continuing oversight over charter school operations.
- Ensure effective organizational planning.
- Ensure adequate resources, finances, and fiscal propriety.
- Manage resources effectively (adopt and monitor budget and financials).
- Determine, monitor, and strengthen programs and services.
    - Assure programs and services are consistent with the mission.
    - Assess the quality of programs and services.
- Ensure charter compliance.
- Enhance public standing.
- Ensure legal and ethical integrity and maintain academic and financial accountability.
- Understand laws applicable to charter school board members.
- Recruit and orient new board members and assess board performance.
- Monitor school academic performance and ensure adequate progress is made.
- Select the ESP.
- Perform operational oversight of the ESP.
- Attend training and conferences regularly.

SWCF is also responsible for the legal and financial obligations of MCS. SWCF is represented by the Law Offices of Levi Williams, P.A., which is separate and independent of CSUSA's legal counsel, Tripp Scott, P.A. SWCF has established policy consistent with the school's mission to inspire every student to achieve excellence in school and life through rigorous academics and character education and ensure that all programs and operations are faithful to the terms of the charter. This includes compliance with statutory and regulatory requirements. SWCF has ultimate responsibility of ensuring that MCS finances are managed properly. SWCF annually adopts the school's budget and provide continuing oversight over charter school operations, including:

- Communicating the mission and vision to the school community.
- Holding CSUSA accountable for achieving results as outlined in the management agreement.
- Leading by example in their personal and professional endeavors.

SWCF may establish standing committees and special committees of the governing board. Unless otherwise specified by resolution of the governing board or by SWCF bylaws, the Chairman annually appoints the chair and members of standing committees and fill vacancies on any standing committee. If authorized by SWCF, the Chairman may appoint the members and chair of such special committees as the governing board may create, which members and chair may include persons who are not members of SWCF. All committee appointments and chair appointments must be approved by a vote of the governing board. Meetings of any committee may be called by the chair of such committee or upon the written request of one-third of the committee members. Members of each committee continue in office until the next annual meeting of the governing board and until their successors are appointed. A member of any committee may resign at any time in writing to the SWCF Chairman. By vote, SWCF may remove, with or without cause, any member from a committee and specifically, but not by way of limitation, may remove any member from a committee for

failing to attend three consecutive meetings of the committee. Currently, SWCF has finance, academic, community outreach, and membership committees that meet throughout the year as needed.

The relationship between SWCF and CSUSA provides clear accountability for the services provided by CSUSA. The governing board as a whole is responsible for the school's performance, and CSUSA is actively involved in managing school operations to ensure successful outcomes. A strong relationship exists between MCS and SWCF. During governing board meetings, SWCF reviews the school status report and the principal, and CSUSA Florida support team leadership responds to questions and maintain primary responsibility for reporting to SWCF and conducting follow-up action items. The Florida support team is led by the CSUSA Florida Superintendent and the Deputy Director who oversee MCS. SWCF annually appoints a parent facilitator in accordance with F.S. 1002.33(9)(p)2. SWCF holds the principal accountable primarily through the performance expectations defined in the management agreement between SWCF and CSUSA. A comprehensive and rigorous performance evaluation process has been developed by CSUSA, which aligns expectations to the Education Model and the governing board's mission.

D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

Per § 1002.33(9)(p)3, F.S., SWCF holds at least two meetings per school year in Manatee County with the school's principal and parent representative present and may hold additional meetings at its discretion. During meetings, SWCF is presented with information regarding the school's financial expenditures, enrollment, personnel issues and changes, facility updates, and any additional school-related issues. Governing board meetings are open to the public and held in accordance with Florida Sunshine Laws. Parents, community partners, and members of the public are encouraged to attend such meetings and share any comments, questions, or concerns during that time. The meeting schedule is provided to the district annually.

All meetings are publicly noticed in advance on the school's website and are physically posted at the school. SWCF provides public notice of the date, time, place, and accessibility to meetings in accordance with FLDOE requirements and Florida Sunshine Laws. SWCF also makes meeting minutes available for public review on the school's website in accordance with Florida's Public Records Law, Chapter 119, and Florida Statutes. Regularly scheduled governing board meetings include sufficient member attendance to constitute a quorum for the official conducting of school business.

E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise, and constituencies that are or will be represented on the governing board.

SWCF currently consists of six governing board members. In accordance with SWCF bylaws, the governing board may consist of up to nine members, but no less than three. Below is a description of each role on the board along with background information.

Chairman/President – Ken Haiko

The Chairman of SWCF presides at all meetings and performs other duties that may be assigned by the SWCF Board of Directors.

Ken Haiko currently serves as the SWCF Chairman and has been a fierce advocate of parental choice for over two decades. He is driven by a belief that parents are best equipped to determine their child's educational needs. A successful businessman in south Florida for over 37 years, Ken brings a wealth of business, finance, and operational experience to SWCF. His previous non-profit experience includes two governor appointments to state boards responsible for strengthening Florida's position as the global leader in aerospace research, investment, exploration, and commerce. Ken proudly served in board member and chairman roles for the Florida Space Authority and as a board member of Space Florida. Ken is diligent in his academic, financial, and strategic direction oversight responsibilities for each of the 7 schools in the SWCF portfolio.

Director – Dennis P. Clark

Dennis Clark serves as Director SWCF. Dennis is a broadly experienced, results-oriented banking executive with strong leadership and critical thinking skills. He brings a wealth of knowledge and expertise to the board in the area of finance.

Dennis studied banking at Broward College and at Louisiana State University, where he earned a B.S. from the Banking School of the South. A banking executive for many years, Dennis served as President and CEO of Southeast Bank-Galt Ocean Mile, Goodwill Industries, and Bank United FSB. He currently owns and operates Risk Assessment Solutions, a company that assists nonprofit organizations and small businesses in establishing stronger, control-oriented infrastructure. In addition to his professional experience, Dennis has served as a board member for Broward County Workforce Development, Florida Goodwill Association, and Kiwanis Club of Coral Ridge.

Vice President/Secretary – Tom Wheeler

Tom Wheeler serves as Vice President/Secretary of SWCF. His board experience, combined with his leadership knowledge in law enforcement, are the key assets that he brings to the board.

Tom earned his B.S. in Criminology from Florida State University and graduated from the FBI National Academy in 1988. A 33-year veteran of law enforcement, Tom most recently served as Chief of the Florida Department of Law Enforcement. He has also served as a Policy Director with the FLDOE, Colonel/Undersheriff for the Broward County Sheriff's Department, and was Executive Director of the Department of Professional Standards. Tom has a dedicated focus on promoting and serving the needs of the K-12 student population.

Director – Pat Smith

Pat Smith is a Director on the SWCF Board. She is a marketing and communications professional with extensive experience in forging community partnerships and establishing networking opportunities.

Pat has been with the Florida Department of Children and Families (DCF) since 2007. For more than a decade, she has worked in various communications positions, including regional Communications Manager, Press Secretary, and currently serves as the Community Relations Director. In this capacity, Pat works statewide to facilitate partnerships among DCF leadership, faith-based and community partners, and families

in need. She has been a board member for Florida Faith-Based and Community-Based Advisory Council. Pat has received significant recognition from many notable organizations, including the Tallahassee Democrat, Tallahassee Community College, Florida Public Relations Association, and the NAACP.

Director – Billie Miller

Billie Miller is a Director on the SWCF Board. She formerly served as CSUSA Vice President of Education and Vice President of Talent & Acquisition, prior to retiring in June 2018.

Billie earned a B.A. in English and Speech/Drama from Upper Iowa University, and she holds an MS in Educational Leadership from Nova Southeastern University. She began her teaching career in Wisconsin and Iowa and has been involved in Florida education for the past 45 years. She started her career in Florida teaching in alternative education programs at Coconut Creek High School, where she was named District Teacher of the Year. She also served as a District Program Specialist and as assistant principal at Pompano Beach High School. Billie "retired" after 31 years with Broward Public Schools in 2004, and after a brief retirement (one day), was appointed principal of Coral Springs Charter School. During her six-year tenure, the school consistently received a grade of "A." She became Senior Director of Education for Charter Schools USA in 2010.

Treasurer – Paul Sallarulo

Paul Sallarulo is the Treasurer on the SWCF governing board. He has more than three decades of experience in banking, which allows him to assist the governing board with financial oversight, regulation, and compliance.

Paul served as President and CEO of Nexera Medical Inc., which is the developer and distributor of antimicrobial textile products worldwide. He has an extensive financial career in capital markets and investment banking in senior positions with Wachovia Securities, Prudential, Raymond James, Meridian Capital Markets, and CoreStates Capital Markets. His service to the governing board is enhanced by his knowledge of finance and his experience as an accomplished business leader in healthcare and banking. He was appointed Commissioner of the North Broward Hospital District by Florida Governor Jeb Bush and served as Chairman of the Board of Commissioners and Chairman of the Executive Committee. He also serves on the Board of Directors of Foss Manufacturing Company, LLC, Board of Directors of REI Marketing, LLC, Co-Founder and Board of Director of Basinate Industries, and many other professional and charitable boards. He and his children, Patrick and Samantha, are the founders of the "Sallarulo Race for Champions" which has raised over 7 million dollars in the last decade for the Special Olympics.

F. Describe how board members have been and will be selected including term limits and selection of officers.

The current SWCF members were elected through a nomination and vote of the governing board, and future members are elected in the same manner. SWCF may have a Chair, President, Vice President, Secretary, and Treasurer, each of whom are elected by the governing board. Other officers and assistant officers, as may be deemed necessary, may be elected by the governing board. Any two or more offices may be held by the same person. All officers are elected by a vote of SWCF at the annual meeting of the governing board. A duly elected officer holds office for a term of one year, commencing at the close of the annual meeting, and until their earlier death, resignation, or removal.

Vacancies occurring, however caused, are filled as soon as practical by election. All positions are held for a 1-year term.

G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

SWCF successfully operates 38 charter schools in the state of Florida and has the expertise, knowledge, and experience to ensure that any new school they open attains academic, operational, and financial success. SWCF, in conjunction with CSUSA, implements an education model and governance structure that have been successful for schools within the SWCF portfolio of schools. To ensure that MCS is on track to meet its goals for success, SWCF presents an annual progress report to the district, which includes:

- The school's progress towards achieving the goals outlined in the charter contract.
- The information required in the Charter School Annual Accountability Report, pursuant to § 1002.33(9)(k), F.S.
- Financial records of SWCF, including revenues and expenditures.
- Salary and benefit levels of school employees.

Table 10.1 below illustrates SWCF organizational goals, which also ensures that MCS attains academic, operational, and financial success.

SWCF Organizational Goals	Measurable Objective
Properly Manage and Govern School	• Operational policies • Academic and financial accountability • Reporting the school's progress annually to FLDOE • Policies consistent with the school's mission • Ensuring the school's programs and operations are faithful to the terms of the charter, including compliance with statutory and regulatory requirements
Oversee Operational Policies	• Adhere to regularly scheduled governing board meetings in a manner compliant with Florida's Sunshine Law • Ensure the school's operations align with operational policies and procedures
Ensure Financial Accountability	• Annually adopt, maintain, and amend (if necessary) the annual operating budget • Create or adopt policies for internal controls • Review and approve financial statements on a consistent basis • Ensure that the school has contracted with a certified public accountant for the annual financial audit • Review and approve the audit report, including audit findings and recommendations
Accountability for Performance	• Implement required reporting policies for CSUSA. Review performance reports from CSUSA on a periodic basis (monthly, quarterly, or annually as appropriate): • Financial reports • School report (enrollment, withdrawals, staffing, facility issues, and ongoing activities at MCS • Satisfaction surveys • Strategic plan • Annual accountability report

H. Complete the table below (add lines as necessary) and for each individual identified here provide

1) a completed and signed Board Member Information Sheet (template provided), and 2) resume

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
Ken Haiko	Current	Chairman/President	___ Information Sheet ____Resume
Thomas Wheeler	Current	Treasurer	____ Information Sheet ____ Resume
Dennis Clark	Current	Vice Chair/ Secretary	____ Information Sheet ____ Resume
Billie Miller	Current	Director	____ Information Sheet ____ Resume
Patricia Smith	Current	Director	____ Information Sheet ____ Resume
Paul Sallarulo	Current	Director	____ Information Sheet ____ Resume

I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

Board development and recruiting is an ongoing process. Therefore, SWCF actively searches for qualified candidates for consideration for governing board service. SWCF board members leverage relationships from their professional careers and charter school involvement when searching for new governing board members. Skill gaps in expertise are also identified when recruiting new members to maintain a well-rounded and experienced governing board. SWCF has developed a questionnaire that is used for both recruiting and screening potential board members, ensuring that only the most qualified candidates serve on the governing board. New governing board members are nominated by existing members through a nomination committee. SWCF may appoint a nomination committee to consist of no fewer than two board members. The nomination committee compiles and submits a slate of candidates to SWCF for the directorships and offices to be filled at the upcoming meeting. These submissions are deemed to be nominations for each person named. Positions on the governing board are contingent upon a favorable vote of governing board.

All SWCF members complete initial and ongoing governance training in accordance with Rule 6A-6.0784. Each board member completes a minimum of four hours of instruction focusing on the Government in the Sunshine Act, conflicts of interest, ethics, and financial responsibility as specified in § 1002.33(9)(g), F.S. After four hours of initial training, each member, within the subsequent three years and for each three-year period, thereafter, completes a two-hour refresher training on the four topics above in order to retain his or her position with. Any member who fails to obtain the two-hour refresher training within any three-year period will take the four hours of instruction again to remain eligible as a governing board member.

New governing board members complete the four-hour training within 90 days of their appointment. Covered topics, as specified in § 1002.33(9)(j)(b)4, F.S., include:

- Conflicts of Interest
- Models of Governance and Leadership
- Charter School Law in Florida
- Ethics
- Basic Understanding of Parliamentary Procedures
- Government in the Sunshine Law
- Financial Responsibility
- Guided Questions for Mission Statement and Strategic Planning
- Drafting Board Policies

Each governing board member also receives a comprehensive electronic binder containing copies of SWCF bylaws, charter contract, management agreement, minutes from previous year's meetings, contact information, and other pertinent information.

J. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.

The purpose of the conflict-of-interest policy is to protect the taxpayer and SWCF interests when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of SWCF or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations. SWCF is governed by and adheres to all applicable laws regarding conflict of interest, including subsections (2), (3), (7), and (12) of § 112.313, F.S.

SWCF board members do not receive compensation for services rendered in their capacities as directors/officers, and no loans are made to any board member. All SWCF board members participate in governance training, as required pursuant to § 1002.33(9)(j)(b)4, F.S. which includes training on ethics. As required, all governing board members adhere to the following sections of the Florida Code of Ethics for Public Officers and Employees:

- § 112.313 (2) Solicitation of Gifts
- § 112.313 (3) Doing Business with Own Agency
- § 112.313 (7) Conflicting Contractual Relationship
- § 112.313 (12) Exceptions to Subparts (3) and (7)
- § 112.3143 (3) Voting Conflicts

K. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

A Parent/Teacher Committee (PTC) has been established to provide an opportunity for parent and community input that can be used in the development of new programs. A PTC is organized each school year at MCS and participates in and provides input for fundraising, volunteering, and operations (e.g., car loop). The PTC is comprised of parents of enrolled students, school leadership, and teachers.

L. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

Parents are encouraged to attend governing board meetings, which are open to the public and offer an excellent opportunity for parents to address any issues or concerns they may have. In addition, all parents have access to the SWCF website (which provides the SWCF email address) and may contact SWCF at any time to address any issues or concerns.

SWCF believes in just, fair, and equitable treatment of ALL students and in providing a learning environment that is free from unfair or discriminatory practices. Procedures for addressing grievances and complaints from students and parents, and resolution of discriminatory practices have been established. Below is a summary of the SWCF complaint/grievance policy, which is in effect for parents/students who attend MCS.

SWCF believes that school-based concerns and complaints are best handled at the school level. Although parents are encouraged to communicate with SWCF directly either at public governing board meetings or via SWCF's email address, there is a formal procedure in place for parents to file a grievance/complaint at the school level. In general, when a parent complaint or concern is received, SWCF first ensures that the parent has contacted the appropriate school administrator about the concern, and that the issue had the opportunity of being addressed at MCS. If this is not successful, SWCF then generally refers them to CSUSA or address the issue directly. It is the governing board's responsibility to make every effort to address all such complaints and concerns and not that of the district.

Rights: Students/parents have the right to report and seek redress for unfair treatment, discriminatory practices, or harassment.

Responsibilities: Students/parents have a responsibility to know and follow procedures for filing complaints. In most cases, problems can be resolved if students/parents speak with the teacher or staff member involved. If the student/parent does not resolve the problem or feels uncomfortable addressing the issue directly to the teacher or staff member, the student or parent may request a conference with the principal or assistant principal. The student/parent may also request the presence of a third party, such as an SSC, teacher, or other staff person. A parent may also be present. If a student or his/her parents have a grievance, the steps below should be utilized:

1. Carefully analyze the problem and be sure they have all the facts.
2. Ascertain that they have a rational attitude about the problem.
3. Seek to resolve the problem with the teacher, if applicable, through appointment.
4. If a student and/or parent does not believe the problem has been resolved, meet with school administration.
5. If left unresolved, students and/or parents should contact the CSUSA support center.

If left unresolved, students and/or parents should contact SWCF directly or utilize the public comment policy during governing board meetings.

If the school is filing the application in conjunction with a college, university, museum, educational institution, another non-profit organization or any other partner, provide the following information:

M. Name of the partner organization.

N. Name of the contact person at the partner organization and that person's full contact information.

O. A description of the nature and purpose of the school's partnership with the organization.

P. An explanation of how the partner organization will be involved in the governance of the school.

This question is not applicable.

Section 11: Management and Staffing

A. Submit as Attachment M organization charts that show the school governance, management, and staffing structure in

- The pre-operational year;
- The first year of school operations;
- At the end of the charter term; and When the school reaches full capacity, if in a year beyond the first charter term.

Each organization chart should clearly delineate the roles and responsibilities of and lines of authority and reporting among the governing board, staff, and any related bodies (such as advisory bodies or parent or teacher councils), and any external organizations that will play a role in managing the school. The organization charts should also specifically document lines of authority and reporting within the school.

The school's organization charts are on file with the charter office.

B. Identify the principal or head of school candidate and explain why this individual is well-qualified to lead the proposed school in achieving its mission. Summarize the proposed leader's academic and organizational leadership record. Provide specific evidence that demonstrates capacity to design, launch, and manage a high-performing charter school. If the proposed leader has never run a school, describe any leadership training programs that (s)he has completed or is currently participating in. Discuss the evidence of the leader's ability to effectively serve the anticipated population. Also provide, as Attachment N, the proposed job description and resume for this individual.

--OR--

If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

The school's principal is responsible for the administration of school staff. The principal selection criterion includes the following, at a minimum:

- Educational Leadership Certification.
- Educational Background – degree in education with appropriate school grade-level background; experience as an educational leader.
- Teaching experience.
- Knowledge of the needs of the school population.
- Knowledge of curriculum for appropriate grades of student body.
- Experience in working with school governing boards.
- Skills in using technology as a tool for learning and monitoring student progress.
- Ability to work with community organizations, agencies, and resources.
- Motivation to establish innovative and creative learning programs.
- Dedication to providing supplementary programs to enhance student learning.

- Commitment to PD programs for faculty and school concepts.
- Ability to implement staff development and training.
- Ability to promote a positive school climate.
- Commitment to enabling each student to reach his/her personal best.

Process Used to Select the School Leaders

CSUSA consults with SWCF, per the management agreement, regarding the hiring of the school leader. CSUSA uses a robust recruiting process called the Leadership Assessment Center (LAC). Before a candidate is invited to attend the LAC, they first go through a phone screen to identify their background and experience and determine if they are a viable candidate for a school leadership position. This process is used to determine if a candidate would be a good building leader and is an important component of the interview process. All candidates for assistant principal and principal participate in the one-day event. The LAC activities are detailed below.

Data Analysis Performance Task

Candidates are provided a mock scenario in which they need to analyze school data as part of a charter contract renewal. Mock data regarding a school's historical academic performance, demographics, staff turnover, and staff survey questions are provided to the candidate. As part of the school's leadership team, the candidate must assist in summarizing the past three years of performance data and identifying areas of improvement, then help design an action plan to address the identified challenges. During this activity, the candidate is required to:

1. Identify two or more areas that require attention and validate their selections.
2. Identify possible causes of the shortfalls that are identified.
3. Develop an action plan/school improvement plan that will address the identified shortfalls.

Candidates are then required to present the information to the mock leadership team via an oral presentation and supplemental handouts during the Phase 2 Interview.

Phase 1 Interview

The Phase 1 Interview is conducted by two to three high-performing CSUSA principals. The questions during this interview phase are focused on the candidate's background, vision, knowledge of data, and their potential fit for the school. Candidates are asked to develop career plans and goals, along with what they perceive as the potential advantages and disadvantages of working at CSUSA. Candidates are also asked to complete a character survey/essay. The survey is administered online by VIA Survey. Based on their survey results, candidates are then asked to answer a series of questions:

1. What are your top two strengths according to the survey?
    a. Do you agree with the results?
    b. If not, what character strengths do you believe to be your top two?
2. What are your bottom two strengths according to the survey?
    a. Do you agree with the results?
    b. If not, what do you believe to be your bottom two character strengths?
3. How have your top character strengths influenced your leadership style?
4. What challenges have you faced as a leader as a result of your bottom two character strengths?

Phase 2 Interview

The Phase 2 interview is conducted by the CSUSA Florida Superintendent or area Deputy Director and may also include two to three lead principals. During this interview phase, questions are focused on the candidate's leadership style as well as past challenges and results. During the Phase 2 interview, the candidate also presents the action plan they developed as part of the Data Analysis Performance Task.

Final Decision

Finalists then progress to a third and final interview with members of the CSUSA executive team, such as the CEO or Chief of Schools. The third interview is conducted to allow leadership members that did not participate in the first two interviews the opportunity to assess the candidates, as well as to confirm that feedback received from the first two interview phases is consistent with the how the candidates present themselves in the final interview. The third interview is also conducted to ensure that the candidates' strengths align with the leadership team's vision for the school.

Final decisions regarding school leadership hiring are made collectively by CSUSA's CEO, Chief of Schools, Florida Superintendent, and area Deputy Director with input from the governing board. Candidates that participate in the event but do not get hired as a principal may be invited into the pool of approved candidates or be considered for a different administrative position, such as assistant principal or dean. As the organizational demand for talented leaders arises, candidates in the pre-approved pool may be offered positions within CSUSA's network of managed schools. Care is also given to match each school leader to the school environment that best matches his/her leadership strengths or their preferred regional areas. The governing board is consulted about leadership candidates to support a positive working relationship between the principal and the governing board. CSUSA will remove the principal if the governing board is reasonably dissatisfied with his/her performance.

C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

SWCF has contracted with CSUSA for the provision of certain management services, including personnel services. SWCF governs MCS and CSUSA manages day-to-day operations of the school, including personnel management, with governing board oversight. All administrators, teachers, and staff at MCS are solely employed by CSUSA. The principal reports to both SWCF and CSUSA. The relationship between the governing board and CSUSA is codified with a performance-based management agreement. The proposed management agreement outlines the duties and responsibilities of each party and the specific performance requirements of CSUSA. The governing board is responsible for overall policies regarding SWCF's governance, academic, personnel, discipline, and grievance procedures. It is the governing board's responsibility to hold CSUSA accountable for the successful operation of MCS and its ability to deliver academic results.

D. Provide a staffing plan for each year of the charter term that includes all anticipated personnel and is aligned with the school's projected enrollment and with all other sections of the application. Provide as Attachment Q the proposed job description and qualification requirements for the school's teachers.

The staffing plan can be found in **Tables 11.1** and **11.2** below.

Table 11.1

Staffing Plan – Administration					
Administration Staff	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Principal	1.00	1.00	1.00	1.00	1.00
Assistant Principal	1.00	1.00	1.00	1.00	1.00
Dean	1.00	1.00	1.00	1.00	1.00
Administrative-Salaried	2.00	2.00	2.00	2.00	2.00
Administrative Assistant	3.00	3.00	3.00	4.00	4.00
Student Services Coordinator	1.00	1.00	1.00	1.00	1.00
IT Support	1.00	1.00	1.00	1.00	1.00
Other Support	-	-	-	1.00	1.00
Before/Aftercare Director	1.00	1.00	1.00	1.00	1.00
Before/Aftercare	2.00	3.00	3.00	4.00	4.00
TOTAL Administrative Staff	**13.23**	**14.23**	**14.23**	**17.23**	**17.23**

Table 11.2

Staffing Plan- Instructional					
Instructional Staff	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Teachers (Includes Electives Teachers)	41.00	45.00	49.00	54.00	59.00
Instructional Aides	2.00	2.00	2.00	3.00	3.00
ESE Coordinator and Teachers	2.00	2.00	2.00	3.00	3.00
Curriculum Resource Teachers	2.00	2.00	2.00	2.00	2.00
TOTAL Staffing	**47.00**	**51.00**	**55.00**	**62.00**	**67.00**

E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

Recruitment

All employees must be committed to the high academic benchmarks/standards that are implemented at MCS. Faculty must be able to work cooperatively and collaboratively with colleagues, parents, community organizations, and the business community. Quality teaching requires energetic, creative, and knowledgeable individuals who possess a desire to make education exciting and to make a difference in the educational experience of each student. If students are to reach their maximum potential, having a quality teacher working with every student is paramount. Both SWCF and CSUSA are committed to recruiting,

selecting, inducting, and retaining highly effective teachers. Hiring talented people who continue to develop skills and increase their value to students, is critical and educators are the school's most important asset. The purpose of the employment procedures and policies is to recruit employees who will contribute to MCS in a way that aligns with academic programming and conduct themselves in a professional manner. CSUSA provides procedural guidelines and support that enhances the likelihood of recruiting highly effective staff that fit these criteria. The comprehensive recruitment effort is focused on identifying certified teachers who come from diverse backgrounds and uses a system of intensive screening designed to hire the most qualified applicants.

MCS is an equal opportunity employer and recruit quality staff throughout the year for job openings using a progressive and innovative recruiting plan. The school values diversity and strive to maintain a work environment that welcomes individual perspectives and fosters equitable opportunities for employees to succeed. Recruitment occurs locally, state-wide, and nationally through various resources that include:

- The CSUSA website.
- The school's website.
- Online job posting boards and resume database searches such as Indeed, Career Builder, LinkedIn, ZipRecruiter, Handshake, K-12 Jobspot, Career Arc, and ADP applicant tracking systems.
- Social media recruitment platforms such as LinkedIn, Twitter, Facebook, Instagram, and Handshake.
- Job fairs at the national, state, and local level, including the Great Florida Teach-in and hiring fairs.
- Ads in local papers and newspapers, as well as in other areas nationwide that have a surplus of teacher applicants compared to the number of available jobs locally.
- College recruiting (colleges and universities, both locally and nationally, are identified to attract and hire newly graduated teachers).
- Minority organizations (work in conjunction with minority referring organizations to help ensure that the work force is reflective of the diverse community served).
- The Employee Referral Program (which produces a high volume of quality candidates who have a better understanding of the corporate culture and position requirements resulting in lower turnover).

CSUSA manages job advertising, conduct applicant screening, and refer qualified applicants to the school leadership team to ensure that the school's staffing needs are met. Implementing a consistent process of screening, interviewing, and selecting employees is essential to the school's ability to continuously recruit qualified staff. A consistent process also ensures that candidates have been provided an equal and fair opportunity to demonstrate and/or articulate their skills and abilities.

Selection

Research-based data on interviewing and the qualities of effective teachers guide the teacher selection process, which is informed by factors identified in applied psychology, such as interview structure and the phrasing of question prompts. MCS employs a systematic approach to screen applicants that ensures final candidates meet the qualifications for the position. Screeners ask questions of applicants that focus on their abilities, skills, and experiences in an initial screening interview. As the applicant pool is narrowed, successful candidates advance toward a more in-depth interview with the principal and/or interview team.

The utilization of research-based interview protocols support interviewers in distinguishing promising teachers from those with less potential to be effective. The interview process for hiring instructional staff uses a panel or team interview approach assembled by the principal. During the first phase, candidates are interviewed by the school's lead teachers. In Year 1, these interviews are led by teachers from schools in the

same area. Final candidates progress to an interview with school leadership. Questions are consistent throughout each phase and align with the six Teacher Quality Indexes identified below in **Table 11.3**. Interviewers ask a set of questions from a pre-constructed question bank and vary their selections depending on candidates' varying levels of experience. These questions typically guide interviewers to ask teacher applicants about their past performance and experience using an anchored rubric to evaluate responses. According to research, six quality indexes of teacher effectiveness ultimately influence student achievement: Pre-requisites of effective teaching, the teacher as a person (i.e., personal attributes), classroom management and organization, planning for instruction, implementing instruction (i.e., instructional delivery), and monitoring student progress and potential (i.e., student assessment and student expectations).

The quality indexes in **Table 11.3** below are explicitly linked to core qualities of effective teachers and allow interviewers to use research-informed questions that relate to core qualities for selecting the best teacher applicants.

Table 11.3

Teacher Selection Process		
Prerequisites of Effective Teaching	• Verbal ability • Content knowledge • Education coursework	• Teacher certification • Teacher experience
Teacher as a Person	• Caring • Fairness and respect • Interaction with students • Enthusiasm	• Motivation • Dedication to teaching • Reflective practice
Classroom Management and Organization	• Classroom Management • Organization • Student Discipline	
Planning for Instruction	• Importance of instruction • Time allocation	• Teacher expectation • Instructional planning
Instructional Delivery	• Instructional strategies • Content and expectations • Complexity	• Questioning • Student engagement
Assessment	• Student engagement • Homework	• Monitoring of student progress • Response to student needs and abilities

Certification Monitoring

Certification status is continually monitored at MCS. The school strives to have all teachers certified or working towards certification and makes every effort to assist teachers in obtaining certification. The School Operations Administrator (SOA), in conjunction with the school's administrators, oversees and monitors teacher certifications and maintain copies of current certifications for each teacher at the school. CSUSA's human resources department also partners with the SOA and school leadership team to ensure that certifications remain current and the human resources system, currently ADP, reflects certification status. It is the responsibility of CSUSA to ensure teachers meet the requirements prior to employment and to ensure any conditional requirements are met by the educator within the required timeline. Temporary (non-renewable) certificates and 5-year renewable requirements are actively monitored for compliance.

To maximize the number of certified teachers at MCS and assist teachers in obtaining their certification, CSUSA has implemented the New Educator Prep Program and Florida Teachers of Tomorrow programs in

its network of managed schools. Representatives from the programs visit each school and conduct an analysis of teachers who have not yet received their certification. The programs each provide teachers with general guidance regarding the certification process, develop and provide study guides to prepare for certification exams, as well as assist them in studying. CSUSA covers the cost for teachers who participate in either program and in return, participating teachers agree to remain employees of CSUSA for two years. Most PD is conducted internally by lead teachers and Curriculum Resource Teachers in the form of PLCs and coaching. Please see **Section 13** for more information regarding PD.

Section 12: Human Resources and Employment

A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts. If the school will use contracts, explain the nature and purpose of the contracts. Use and nature of employment contracts may be finalized after application approval.

SWCF contracts with CSUSA for the provision of personnel services. All administrators, teachers, and staff at MCS are solely employed by CSUSA. As allowed in § 1002.33(12)(i), F.S., MCS operates as a private employer and reflects an employment practice that seeks to mirror the diversity of the community and student population. MCS is an equal opportunity employer and does not unlawfully discriminate in its employment practices. Employees are considered "at-will" and as such, do not enter into any type of employment contract.

B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

MCS performance evaluation process for both teachers and administrators, including the school leader, is outlined below. Please note that these processes, the evaluation tools used, and the assessments on which student performance is measured, are subject to change as needed.

Instructional Evaluation System (IES)

The CSUSA Instructional Evaluation System (IES) is a comprehensive, multi-component assessment of a teacher's instructional practice and professional growth, and the academic growth of their students. The purpose of the IES is to increase student learning growth by improving the quality of instructional, administrative, and supervisory services. The IES is a comprehensive, multi-component assessment of a teacher's instructional practice and professional growth, and the academic growth of their students. Instructional practice and professional growth have the largest impact on a teacher's score (55%) with student academic performance (growth) accounting for 45% of the final evaluation. Pursuant to § 1012.34, F.S., at least one-third of the evaluation is based upon instructional practice. The instructional practice and professional growth component of the IES is comprised of two tools: (1) the Teacher Feedback and Evaluation Tool (TFET) (35%); and (2) a teacher's Deliberate Practice Plan (DPP) (20%). All teacher evaluations are conducted by the school leadership team (principal and assistant principal).

The Teacher Feedback Evaluation Tool

The TFET is first organized by nine domains that incorporate strategies and behaviors observed both inside and outside of the classroom. Additionally, it supports a continuous improvement framework, which balances both traditional educational priorities and the unique challenges of charter schools. Talent development is one of nine strategic priority areas that work cohesively to drive student success. These priority areas work in tandem to ensure that the energies, abilities, and specific knowledge of all employees throughout MCS

and the organization are focused on improving the quality of services required to increase student academic performance and foster student learning.

Deliberate Practice Plan

All teachers identify three TFET indicators to focus on and develop throughout the year. Each selected element becomes a goal in the teacher's DPP. The DPP is created, reviewed, and monitored collaboratively with the school leadership team.

Student Performance Measures

For the term of this plan (2022-2025), historical student growth on nationally normed assessments is utilized (NWEA MAP or comparable assessment such as i-Ready) as a measure of student academic performance. These nationally normed, interim assessments, measure student achievement and growth in ELA and math. Assessments are aligned to state benchmarks/standards as well as college and career readiness standards (ACT/SAT – MAP only).

MCS bases 45% of teachers' overall performance rating on data and indicators of student academic performance and learning growth assessed annually by nationally normed assessments. Growth for students with disabilities and ELLs are incorporated per the specifications of Florida statute.

For all full-time staff members in instructional roles, including "newly hired" teachers, pursuant to § 1012.34, F.S., MCS utilizes three years of nationally normed growth data in math and ELA. Growth ratings are assigned according to normative growth trends across both math and ELA for a teacher's students. All students in grades K-8 are monitored and assessed at least two times per year with MAP.

After each MAP administration, each student receives a scale score growth target for normative/typical growth. These targets are provided by the vendors and represent the status (percentile) and growth norms drawn from over 5 million students' assessment results nationwide. A student's grade and instructional level impact their projected growth target. Students in the same grade, but at different achievement percentiles/levels, receive growth targets tailored to their ability level and the average growth achieved nationwide by students in the same grade and scoring at the same percentile/level at the beginning of the year. Each spring, MAP calculates the total percentage of students meeting their typical growth targets.

Leader Evaluation System

The Leader Evaluation System (LES) is used for all school leaders and is based on sound educational principles and contemporary research in effective educational practices. The LES contains two components: (1) the Leadership Performance Evaluation (LPE) instrument (55%) and Student Performance Measures. (45%). Evaluations of administrators are conducted by the school leader, and the school leader is evaluated by the CSUSA Florida Superintendent.

Leader Performance Evaluation (LPE)

The LPE is based on the research of Robert J. Marzano and is aligned to the Florida Leadership Principal Standards. The LPE is designed to draw from and incorporate educational leadership practices, including the 21 responsibilities of a school leader, the precepts of continuous improvement, and others developed from Marzano's 35 years of research. These educational best practices are the foundation for the 119 elements within the LPE that measure administrator proficiency on the host of skills and tasks necessary to

lead a school, its faculty, and its students. The LPE's domains are organized according to CSUSA's five strategic priorities. The LPE's evaluation criteria reflect the comprehensive range of instructional leadership practices expected of a school leader and a balanced approach to quality and continuous improvement based on Robert S. Kaplan and David P. Norton's *The Balanced Scorecard* (1996).

Performance of Students

Forty-five percent of an administrator's overall performance rating is based on data and indicators of student academic performance and learning growth assessed annually by nationally normed NWEA MAP assessments. Three years of nationally normed growth data from NWEA MAP assessments, or a comparable assessment, in math and ELA are utilized. Students are monitored and assessed at least two times per year with MAP, which are aligned to state accountability measures as well as college and career readiness standards (ACT/SAT).

Growth ratings are assigned according to normative growth trends across both math and ELA for all students. After each MAP administration, each student receives a RIT (scale score) growth target provided by NWEA. A student's grade and instructional level impact their projected growth target. Each spring, on the Achievement Status and Growth Report, NWEA calculates the total percentage of students meeting their RIT growth targets. Three years of ratings are used when available, with the most recent year carrying the most weight. Growth for students with disabilities and ELLs are incorporated per the specifications outlined in the Florida statute. These values are subject to change pending the school's distribution of growth scores and updates to the normative distributions from NWEA.

C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

Initial Compensation

SWCF establishes budget criteria, incentives, and other motivating factors that attract, reward, and retain the best employees. A salary worksheet is used to calculate starting salaries in a fair and consistent manner. Based on differentiated pay requirements of the Student Success Act, each teacher's actual compensation varies based on experience, education, area(s) of expertise, and performance incentives. When determining an employee's starting salary, several factors are considered, including, but not limited to:

- Base pay.
- Years of experience.
- Higher education degree such as a master's degree.
- Critical shortage area: science, math, etc. (as needed).

Once the starting salary is determined, the employee receives increases depending on how well he/she performs. Increases are assessed annually based on local market analysis, cost of living adjustments, and the school's budget. MCS also provides additional bonus opportunities for which employees may be eligible. Details regarding performance-based compensation are outlined below.

Table 12.1

Compensation - Teacher Pay	
Years of Experience	**Base Salary**
0	$47,700.00
1	$47,700.00
2	$47,700.00
3	$47,700.00
4	$47,700.00
5	$47,700.00
6	$47,700.00
7	$47,718.00
8	$48,508.00
9	$49,311.00
Advanced Degree	$1,200.00

Performance-based Compensation

SWCF believes that it is in the best interest of both MCS and its employees to fairly compensate its workforce for the value of the work provided, and the school's compensation system is structured in a way that rewards high performers based on criteria linked to student achievement. Examples of these are student academic achievement and school enrollment metrics. Performance incentives are provided to supplement base pay and reward high-performing staff. Each year, a percentage increase is built into the budget for merit increases as funding allows. The proposed budget includes a Performance Assessment Pool line item that are utilized for merit increases.

Research supports that employees are motivated through achievement and growth. Research has also validated that school employees believe it is very important to be eligible for pay differentiation based on performance. Moreover, studies indicate that not only does this contribute to the retention of high-quality staff, but also positively impacts student achievement. The school's leader and teacher performance evaluations comply with Florida's Student Success Act. As such, MCS has a performance-based compensation plan that includes the following:

- Merit increases built into the budget and awarded based on performance on formal evaluations. Merit increases awarded in conjunction with CSUSA's annual performance evaluation period in August.
- Performance bonuses for administration based on pre-determined goals.
- Participation in various state-approved trainings or programs to provide incentive bonuses for teachers based on student achievement.
- Schoolwide performance incentive goal provided to faculty and staff that achieves predetermined schoolwide goals, such as student growth measures.

D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

CSUSA is an equal opportunity employer and does not unlawfully discriminate in its employment practices. CSUSA's hiring policy is designed to offer an equal employment opportunity to all qualified employees and complies with all federal and state laws including Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Fair Labor Standards Act, Equal Pay for Equal Work Act of 1963, Age Discrimination Act of 1963, Title VI and VII of the Civil Rights Act of 1964, Age Discrimination Act of 1967,

Occupation and Health Act of 1970, Patsy T. Mink Equal Opportunity in Education Act, Vietnam Era and Special Disabled Veterans Readjustment Assistance of 1974, Worker's Compensation and Unemployment Compensation, and any other applicable amendments to these laws.

A comprehensive criminal history background check is conducted for each applicant. CSUSA also asks legal questions on its employment application in relation to criminal convictions, probation, pleadings, and pending disciplinary actions. If a candidate misrepresents information, CSUSA reserves the right to end the hiring process or employment relationship.

Upon selection, education credentials are verified through a process that includes checking for clearance of disciplinary actions against an applicant's education credentials. All employees are fingerprinted and have background checks conducted as required by § 1012.56, F.S. MCS works with the district to process fingerprinting and background checks. All support staff are also required to be fingerprinted and have background checks conducted prior to employment. The support staff may include but not be limited to cafeteria staff, custodians, paraprofessionals, administrative assistants, substitute teachers, and other individuals approved to support the school's programs.

Processes are in place to ensure hiring is consistent with all state and federal law and that it supports the school's budget. Approval processes that outline positional requirements, human resources consistency regarding equity in pay and experience requirements, and financial accountability are followed. If the candidate successfully completes the pre-employment requirements and meets all the desired qualifications, an offer of employment is extended. Upon acceptance of the offer, a New-Hire Packet is presented to the new employee. The packet includes the required human resources and payroll forms, such as I-9 (to be completed within three days of employment), W-2, Employee Handbook and acknowledgement page, and information related to company benefits.

Employees participate in a mandatory human resource orientation to familiarize new employees with key areas of the Employee Handbook, such as the code of ethics**.** The first 90 days of employment are considered an introductory period, and during this period new teachers participate in NTI. Since all employees are considered "at-will," employees may resign without reason and/or notice and CSUSA may terminate employment without cause and without notice.

MCS complies with § 1002.33(9)(k)4, F.S. by providing descriptive information about the school's personnel to the district as part of its required annual school report, including salary and benefit levels of employees, the proportion of instructional personnel who hold professional or temporary certificates, and the proportion of instructional personnel teaching in-field or out-of-field. The minimum and preferred qualifications for each instructional and student service position applicable at MCS is also included in the report.

E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

MCS follows the CSUSA Employee Handbook.

F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

The school's academic progress and success is evaluated by SWCF via financial and academic performance reports, which are provided at governing board meetings. As such, instructional and administrative staff are accountable to SWCF. SWCF collaborates with CSUSA to determine if personnel actions need to be taken if SWCF feels that deficiencies in instructional or administrative staff are the cause of any perceived shortfalls at MCS.

In situations of unsatisfactory performance or violations of Employee Handbook policies, MCS utilizes an Improvement Action Form (IAF) to address concerns in a timely manner and provide the employee with an opportunity to improve on their actions. Execution of an IAF is determined by the principal or assistant principal. Throughout the performance improvement process, the employee receives coaching from the principal or another member of administration regarding specific directives and goals for improvement. The principal receives coaching from the CSUSA Florida Deputy Director or designated support team leadership member. The goals and directives may include but are not limited to mentoring assistance, additional PD training focused on improving identified shortfalls, and classroom/building observations with corresponding constructive feedback. The employee has regular check-ins to monitor their progress on achieving the established directives and goals. If the employee does not make adequate progress in achieving the goals outlined in their IAF, MCS has the option to take further corrective disciplinary action, up to and including termination. In addition, if the unsatisfactory performance results in a more serious issue such as safety concerns or misconduct, the sequential progressive discipline process may be bypassed and escalated to unpaid administrative leave pending investigation and/or separation of employment. If the governing board feels that the school's inability to meet financial, operational, or academic performance goals is directly related to inadequate school leadership, the governing board can advocate for the termination of the principal.

In instances of teacher turnover, daily or permanent substitute teachers are hired to compensate for the loss of staff until permanent certified teachers are hired to fill the positions. In addition, CSUSA maintains a pool of approved teacher applicants to expedite the hiring process for cases of unexpected teacher turnover. In instances of leadership turnover, all attempts are made to hire a replacement from within the CSUSA network. If a suitable replacement cannot be found internally, CSUSA can draw from a pool of approved candidates that have completed the LAC, the process used to select school leaders. Details regarding the LAC are included in **Section 11.**

Section 13: Professional Development

A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

1. Identify the person or position responsible for overseeing professional development activities. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.
2. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?
3. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

A model of continuous growth and improvement drives SWCF. To ensure the school's administrative and instructional staff have access to the most current research-based information and practices, members of the CSUSA Florida support team helps plan and deliver ongoing PD.

Professional Development Oversight

The school's PD aid in implementation of the Education Model. In compliance with educator certification requirements, PD opportunities are aligned with Florida's Educator Accomplished Practices. PD are considered a strategic tool for the school's continued growth, productivity, and ability to retain valuable employees. The school leadership team maps PD goals to initiatives and ensure instructional coaching cycles are purposeful and ongoing. Differentiated PD opportunities are also developed to ensure instructional staff are successful in using data effectively, maximizing intentional features of the learning space, and designing impactful learning experiences.

PD for the Administrative Team – Principals, Assistant Principals

The school's assigned Deputy Director oversees the PD plan for the principal, which begin with a systematic onboarding period. This helps build understanding of the school's mission and vision, Education Model, state accountability goals, and academic programming.

The school's principal oversees the assistant principal's PD plan, which includes systematic onboarding as described above. PD is facilitated by the principal, CSUSA Florida support team members, and contracted vendors. Examples of PD activities, coaching, and training to be provided are outlined below in **Table 13.1**.

PD for Instructional Staff – Dean, Teachers, Interventionists, Student Services Coordinator, Curriculum Resource Teachers

The school's principal and CSUSA state team oversees instructional staff PD plans with the help of the assistant principal and members of the CSUSA Florida support team as needed. MCS is assigned a curriculum specialist who collaborates with the principal on PD planning, participate in the delivery of the school's initial pre-opening training, and provide targeted support for CRTs and other instructional staff as needed. Through meeting facilitation, coaching support, teacher-led PD, and training guides/materials, instructional staff members are provided with a variety of opportunities for professional growth. Additionally, support team members provide targeted support for instructional staff implementing ESE, RTI, and ESOL programming.

The effectiveness of instructional PD is evaluated through multiple measures, including teacher feedback, coaching cycle reflections, and use of the TFET and DPP described in **Section 12**. Instructional staff PD may be facilitated by the school's leadership team, members of the support team, external vendors, and sponsor mandated trainings for ESE and ESOL staff, among others. Examples of the school's planned PD for instructional staff are detailed in **Table 13.2**.

Table 13.1.

Professional Development Core Components
Administrators
Principal Leadership Academy (PLA) & Assistant Principal Academy (APLA) Every summer, all CSUSA Florida-based administrators participate in the Principal Leadership Academy. During the 3-day PLA, leaders experience a combination of in-person, mobile and flexible learning models and are provided strategies to bring back to their schools that would ensure all students receive a quality educational experience for the upcoming school year. Bi-Monthly School Based Administrators meet for PLA/APLA with area school-based leadership teams for professional development which are held in person.
CSUSA's National Education Institute An annual 2-day leadership conference for CSUSA-managed schools featuring keynotes and break-out sessions intended to improve student learning and academic achievement.
Coaching One-on-one mentorship and problem-solving support provided to school leaders.
QuEST, iPass, and MSA Outlined in **Section 5**, these practices are intended to support implementation of schoolwide initiatives, strategic plan efforts, enhancing delivery of the Education Model, and maximizing instructional resources. All three are considered part of the administrative team's PD.

Table 13.2

Professional Development Core Components
Instructional Staff
IMPACT
IMPACT is a PD event that kicks off the new school year. Teachers come together for initial training to set them up for success in the new school year and network with colleagues.
New Teacher Induction (NTI)
NTI serves as an annual introduction to the school community and programming for new staff members prior to school opening. NTI takes place over 3-5 days prior to Returning Teacher Orientation, described below.
Returning Teacher Orientation (RTO)
RTO is a 5-7 day annual event that includes training on new schoolwide initiatives, safety and procedural protocols, curriculum, and other pertinent information for the new school year. RTO also marks the first day back for teachers in the new school year.
Designated PD Days
Full-day PD is provided in accordance with the school calendar. Content for designated PD days is based on school need and may include rotations, small-group differentiated activities to meet teacher/grade-level instructional needs, and blended learning. Topics may include current research-based practices aligned to the Education Model, data, science of reading, state standards, assessment data, instructional strategies and best teaching practices, key academic and SEL skill development, classroom behavior, and supporting the health and emotional needs of students.
Professional Learning Communities
PLCs, as described in **Section 3**, constitute a key supportive element of the Education Model. Teachers meet regularly by grade-level or subject-area teams to analyze student data, design units, and create accompanying lessons. Based on administrative walk-throughs and student academic performance, teachers are provided with specific, differentiated development opportunities. During PLCs, teachers reflect on instructional units and benchmarks/standards pacing and discuss potential revisions.
CRT Cadre and Bootcamp
The CSUSA Florida support team facilitates meetings with deans and CRTs to calibrate understanding of benchmarks/standards, instruction, accountability measures, and curriculum resources, as well as develop coaching and modeling skills. Additionally, CRTs are trained in delivery of NTI and implementation of the instructional coaching cycle prior to the start of the school year.
Data Chats
Data chats, as described in **Section 3**, take place regularly to ensure effectiveness in data-driven instruction. Data chats are initially be facilitated by the principal, assistant principal, or CRT until grade level teams develop the capacity to analyze data and develop targeted action plans. Data chats take place at multiple levels, including within the classroom between teachers and students and by grade and subject level facilitated by school leadership in the "Greenhouse" where we grow our students and staff. Additionally, on a schoolwide level, the CSUSA Florida Superintendent and Deputy Director lead data chats with the school's leadership team.
Differentiated PD
Teachers are provided differentiated professional development based on pedagogical needs observed, current research, instructional strategies, etc. State team support members may facilitate specific content area training based on data trends across the area or state as well.

Professional Development Days/Hours

The daily schedule is designed to accommodate common grade and subject-level collaborative planning periods. For example, grade-level and/or content area teachers have their special periods all occurring at the same block of time.

Section 14: Student Recruitment and Enrollment

A. Describe the plan for recruiting students that will result in the school meeting its projected enrollment. Include strategies for reaching the school's targeted populations and those that might otherwise not have easy access to information on available educational options including, but not limited to, families in poverty; academically low-achieving students; students with disabilities; and English Language Learners.

MCS operates as a "school of choice" and is open to all eligible students in the state of Florida. This is in compliance with the Controlled Open Enrollment statute § 1002.31(2)(a), F.S., which allows a parent from any school district in the state whose child is not subject to a current expulsion or suspension to enroll his or her child in and transport his or her child to MCS, as long as the school has not reached capacity. RCS recognizes the importance of marketing and recruiting specifically to parents and students of Manatee County, and an enrollment preference is given to Manatee County students.

Although students may enroll from any district in the state, marketing to residents in Manatee County is the primary focus. To ensure strong demand and create a "wait-list" applicant pool, marketing is done for all relevant population groups in terms of age and geographic location. Digital marketing plans and utilizing a CRM to nature the prospect families. The school's SIS, applicants are tracked and ordered appropriately. This provides an opportunity for all students applying to be admitted while ensuring orderly management of achieving enrollment projections across all grade levels.

MCS develops and executes a marketing campaign specifically for the local community with four stages in mind: 1) building understanding of families and developing a school Identity, 2) generating awareness of the school, 3) recruiting through lead and applicant conversion strategies and finally, 4) building relationships and advocacy for the school to retain students and families with a mindset of service to their needs.

Building understanding of families and developing a school identity
MCS uses the anticipated target area outlined in Section 2 to inform understanding of the local community. Additionally, feedback from community engagement efforts also helps inform recruitment efforts. Community engagement include information sessions and attendance at local events, such as events hosted by the chamber of commerce, municipal governments, and community-based organizations. Community input is considered when developing supplemental programming and activities at MCS.

School identity and profile and other foundational marketing assets
Once student and community research are gathered, MCS will solidify its identity within the community in alignment with the school's focus on rigorous academics and character education. MCS develops marketing assets that provide an overview of the school for the community and families in the target area. This includes web and social sites (Facebook & Instagram) for the school, signage, and a School Profile/Fact Sheet. The School Profile/Fact Sheet is developed as a hard and soft (digital) document and includes:

- The school's mission to inspire every student to achieve excellence in school and life through rigorous academics and character education.
- The Education Model and related programming.
- School leadership contact information.
- Extracurricular activities and schoolwide events.

Building Awareness & Consideration for Recruitment

Integrated Marketing Strategy

An integrated marketing plan is developed and implemented annually to continue to build awareness of the school with the public and facilitate registration and enrollment to fill any open seats in all grade levels. The marketing plan includes outreach efforts that generate leads and focuses on retention efforts to keep students enrolled. The marketing plan includes online, offline, events and community engagement strategies and tactics. Campaigns focus on content and information on charter schools and programmatic highlights about MCS. Initiatives and tactics may include but are not limited to:

- Local outreach in the community.
- Three-pronged approach to digital advertising that includes display ads, paid search, and social ads.
- Local print media.
- Periodically refreshed/updated information on the school website.
- Continuous updates on the school's Facebook page and Live Facebook events
- Distribution of MCS brochures and flyers highlighting offered programs.
- In-person and virtual information sessions.
- Local television public service announcements.
- Announcements in area businesses' human resources newsletters.
- Direct mailings and targeted cable television advertisements to the community.
- Building relationships with childcare centers and other educational partners

Nurturing and Supporting Interested Families

All families that are interested in enrollment opportunities are nurtured throughout the process to help them integrate into the school and stay informed at all times.
Efforts include:

- Conducting follow up phone call and email campaigns at every stage from submission of the enrollment application through school opening.
- Inviting families to participate in school events
- Participation in local events and maintaining an active presence in key community locations such as retail hotspots, restaurant blocks, and market squares.
- Appropriate sponsorships of community activities.

Marketing strategies for "hard-to-reach" populations may include but are not limited to:

- Digital advertising and radio in Spanish.
- Facilitating information sessions in a variety of languages throughout the community.
- Application and registration forms in multiple languages.
- Production of marketing materials and school applications in languages other than English, as needed to accommodate the needs of the community.
- Availability of bilingual staff to answer questions.
- Posting information in and developing partnerships with local public entities such as libraries, grocery stores, the local YMCA, and other youth clubs within the community.
- Advertising in magazines and newspapers, including free community publications.
- Distribution of information to local businesses' human resources department.

The school's administrative team makes every effort to allow those with limited technology or internet access to submit applications at the school. If families cannot travel to MCS they have the option to call the school and allow a staff member to complete an application on their behalf. In addition, students with disabilities and

students served in ESOL programs have an equal opportunity of being selected for enrollment in MCS per § 1002.33(10)(f), F.S. The school's enrollment application does not request information regarding disability status or academic performance. Furthermore, the school's marketing materials reflect that it is a tuition-free public charter school and that it serves students with exceptionalities, disabilities, and limited English proficiency.

B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

MCS is an open enrollment school of choice and welcomes all students who apply. The school is committed to enrolling a diverse student population and abides by the provisions in the Florida Educational Equity Act, § 1000.05(2)(a), F.S., and Florida Statutes that forbid discrimination based on race, nationality, ethnic origin, religion, marital status, sexual orientation, disability, or gender. The lottery process, when necessary, is completely random and nondiscriminatory.

In compliance with § 1002.33(7), F.S., MCS endeavors to achieve racial/ethnic balance through a comprehensive marketing plan. In order for MCS to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the district, efforts focus on recruiting students within a 5-10 mile radius of the school. This includes marketing to underrepresented populations with traditional and digital media both online and in hard-copy form. MCS also employs bilingual staff to communicate with parents and families as necessary in addition to the methods described above regarding marketing to "hard-to-reach" populations. However, the student population may include children that are from outside the local community due to the school's compliance with § 1002.31(2)(a), F.S., which states that students are eligible to attend any public school in the state of Florida subject to maximum class size requirements, capacity, and other specified provisions.

C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

MCS Pursuant to § 1002.33(10)(b), F.S., MCS enrolls eligible students who submit timely applications unless the number of applications exceed the capacity of a program, class, grade level, or building. In such cases, all applicants who submit an application by the enrollment deadline have an equal chance of being admitted through a random selection process. Enrollment also follows § 1002.33(7)(a)8, F.S., which includes enrolling students according to racial/ethnic balance provisions.

In accordance with § 1002.33(10)(d), F.S., MCS gives enrollment preference to the following populations:

- Students who are siblings of a student enrolled in MCS. If siblings apply together and one sibling receives an offer, the other sibling is given preference on the waiting list. Siblings are defined as individuals who share both guardianship and residency.
- Students who reside in Manatee County.
- Students who are the children of a governing board member of MCS or students who are the children of a CSUSA employee.
- Students who are the children of an active-duty member of any branch of the US Armed Forces.

All preference categories are published prior to conducting the lottery, and applicants who are entitled to receive a placement preference is identified prior to the lottery. Preferences granted are subject to review and verification, and MCS may rescind acceptance offers if the preference status cannot be verified or validated. Siblings who are applying for the first time receive preference only after one of the siblings has been selected in the lottery and offered their seat.

Student applications are made available online through the SIS which is accessible on the school's website. The SIS accepts student applications and MCS monitors the number of applications submitted for each grade level. The SIS manages all aspects of the enrollment process, including online applications, application verification, sibling applicant record linking, admission preference management, computerized lottery options, wait-list management, data exports, and statistical reporting. Parents with limited technology or internet access are given the opportunity to use the resources available at MCS to submit an application, as stated previously.

Upon submission of an application, sibling linking (if applicable), and preferences are verified. At each phase of the admission process, the appropriate correspondence is generated and communicated to each applicant via either email, phone, text or mail if necessary. The data is monitored, and reports are created to determine the need for a lottery, waitlists, and letters of acceptance. If at the end of the open enrollment period there is an over subscription for any grade level, a lottery is conducted. In compliance with § 1002.33(10)(b), F.S., the number of seats available are determined by the capacity minus the number of students who recommit. The lottery is system generated and are conducted for all grades in which the number of applicants exceeds the number of available seats.

Once all open seats have been randomly filled, the remaining applicants are placed on a waitlist in order of the lottery results and in accordance with assigned preferences. All offers of enrollment are made in the order of the lottery results and the established waitlist. No offer is made to a student not properly entitled to the next available seat. Applicants who apply after the enrollment deadline are placed on the waitlist in order of preference and submission date. Parents are notified in writing of their child's acceptance once a seat becomes available and are provided with a specific timeline in which to respond with their decision. If an offered applicant decides not to attend MCS, the slot is given to the first applicant on the waiting list. All accepted applicants are provided with the registration requirements, which includes all documentation required by the district for review and verification. The registration requirements for Manatee County students currently published on the district website are listed below:

- Parent/Legal Guardian Photo Identification
- Proof of residency
- Physical Examination
- Proof of immunization
- Original birth certificate
- Social security card (if available)
- Proof of guardianship (if applicable)
- Academic records (for students previously enrolled in another school)
- Copy of IEP (if the child is in an Exceptional Student Education Program)

If an applicant is not included in the lottery but should have been, they may be offered an enrollment seat. If an applicant is offered a seat in the lottery and provided incorrect information that led to a selection, the applicant's offer is rescinded, and the applicant is placed back on the waitlist according to the lottery number.

Applications are accepted on an ongoing basis and maintained on a waiting list. Communications to applicants is generated as appropriate. The enrollment schedule shown below in **Table 14.1** is used for registering and admitting students and includes a plan for the admission lottery, if necessary.

Table 14.1

Enrollment Schedule	
Open Enrollment	January – February
Application Verification	January
Notification of Lottery	January
Lottery	February
Student enrollment/Waitlist Notice Sent	February
Registration	January– ongoing

Section 15: Parent and Community Involvement

A. Briefly explain the general plan to engage parents in the life of the school (in addition to any proposed governance roles described in previous sections of this application, if applicable) as well as plans for regular communication with parents about school matters. This *could* include building family-school partnerships to strengthen support for learning, volunteer opportunities, or activities the school will seek from, or offer to parents. This *must* include the governing board's appointment of a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes, s. 1002.33(7)(d)1., F.S.

To further the school's mission of inspiring every student to achieve excellence in school and life through rigorous academics and character education, active parental participation is essential. Providing families with meaningful opportunities to participate in their student's school life plays an important role in the delivery of the educational plan and attainment of school goals.

Parental participation in the school is fostered by:

- Attendance and participation in governing board and PTC meetings.
- Parent/teacher conferences are held to provide a forum for open discussion and to build parent/teacher understanding and support.
- Semi-annual surveys distributed to parents to receive input for school improvement and satisfaction.
- A parental obligation between MCS, the parent, and student.

The FLDOE Memorandum Opinion Number 03-05 approves the use of parent volunteer contracts that are "consistent with the school's mission and purpose." As such, parents are asked to volunteer a minimum of 20 hours per school year. When two or more children from the same family are enrolled, parents are asked to volunteer a total of 30 hours per school year. The principal or other designer verifies the completion of the hours and credit is applied to the family's account. At the time of recommitment (usually January) for the following school year, parents are sent a letter notifying them of their progress toward completion of their requested volunteer hours. Parents are provided with numerous volunteer opportunities which can be completed at school or at home, thereby alleviating any possible hardship that may be created for parents that may not be able to complete volunteer hours at MCS.

Parental involvement is a combination of commitment and active participation on the part of the parent to the school and to the student. PTCs are established to provide an opportunity for parent and community input that can be used in the development of new school programs. PTCs are organized each school year and parents participate in and provide input for fundraising, volunteering, and operations. The PTC is comprised of parents of enrolled students, administrators, and teachers. The PTC is considered instrumental in planning and kicking off schoolwide events.

The SIS supports continual and meaningful parental involvement in each student's education. Progress reports and report cards are distributed every quarter, and parents are encouraged to schedule conferences to discuss student academic performance and progress toward mastery of grade-level benchmarks/ standards. MCS offers Curriculum Nights for parents to attend and learn about various educational topics,

such as state assessment information or home-reading strategies. Parent involvement in a child's education is crucial for his or her success, so MCS makes every effort to keep parents engaged and informed. Parents are notified via routine postings regarding the time and place of governing board meetings and are invited to attend and participate. The principal and CSUSA are represented at the governing board meetings to discuss all issues pertaining to the management of MCS. Issues to be discussed include finance, student achievement, interim benchmark results, institutional focus, personnel matters, facility issues, and/or ancillary services issues.

MCS appoints a parent representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and help resolve disputes. The parent representative resides in Manatee County and their contact information is provided to parents in addition to being posted on the school's website. SWCF holds at least two meetings per school year in Manatee County with the parent representative present and may hold additional meetings at its discretion.

B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

MCS works to develop community partnerships that are in the best interest of the school's programming, its students, and the local community. These community partnerships enhance the integration of public entities that are charged with the welfare of children and increase the quality of services provided at MCS. MCS currently partners with Manatee County Chamber of Commerce, FELT, The Lady of the Lamb, and local church, Ministerio Internacional Casa Restauracion Salem, and the Lions Club.

C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).

Not applicable

D. Describe the process of appointing a representative to facilitate parental involvement, provide parents access to information, and resolve parental disputes. Include a description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in ss. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.

Please see response to Section 10, Question L.

III. BUSINESS PLAN

Section 16: Facilities

If the site is acquired:

A. Describe the proposed facility, including location, size, and layout of space.

MCS is located at 4550 30th Street E., Bradenton, FL 34203. The building is equipped to support a technology-rich learning environment and support the school's mission and vision.

The campus layout accommodates a logical separation of grade levels across grades K-8. The building is approximately 63,000 square feet in size and occupy two floors. The layout includes grades K-3 grade levels on the first floor and 4-8 grade levels on the second floor.

B. Describe the actions that will be taken to ensure the facility is in compliance with applicable laws, regulations, and policies and is ready for the school's opening.

The facility meets all applicable commercial and life safety codes and complies with the Florida Building Code pursuant to chapter 553.

C. Describe how the facility aligns with the proposed educational program and other requirements such as mandated class sizes.

Furniture that features erasable surfaces, flexible seating, and multifunctional tables/chairs are available in grade level communities, classrooms, and common areas. Additionally, the facility design features:

- An art lab
- A music room, with attached closet
- A science lab
- A multipurpose field
- A large multipurpose room that functions as a cafeteria and area for assemblies and other school gatherings. This space includes multiple forms of seating and functions as a large learning space when not being utilized as a cafeteria.

The building also includes a clinic, a teacher planning room/teacher lounge, general office space and conference rooms for administration and front-office staff, designated pick-up and drop-off zones, and parking for staff, students, and guests.

D. **Document the anticipated costs for the facility, including renovation, rent, utilities, and maintenance. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U. If renting an existing facility, provide draft lease agreement as Attachment V.**

Not applicable.

E. Describe the back-up facilities plan. What is the alternate plan for facilities if the proposed facility is not available or is determined to be inappropriate for the school's opening?

Not applicable.

F. **Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U.**

Not applicable.

G. Explain the strategy and schedule that will be employed to secure an adequate facility.

Not Applicable.

H. Describe the back-up facilities plan.

Not applicable.

Section 17: Transportation Service

Describe the school's plan for transportation to ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the school, s. 1002.33(20)(c) F.S.

MCS does not currently provide transportation. However, in the future MCS may provide transportation through an agreement or contract with a private provider or parents. If necessary, MCS will contract with a licensed vendor to provide transportation. This agreement or contract will include qualified bus operators, personnel for bus monitoring, fuel, maintenance of the vehicles, and all required training/compliance.

The vendor will furnish proof that it meets or exceeds all applicable rules and regulations governing student transportation. This includes but is not limited to having buses in relatively new condition (typically less than 10 years old), vehicles equipped with GPS and video monitoring, and completion of all required training for bus operators.

If transportation is offered, MCS agrees to provide transportation to students consistent with the requirements of § 1006.23, F.S. MCS may provide transportation outside of the reasonable distance for students with disabilities as required by the student's IEP. MCS will also provide transportation pursuant to the McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11431, et. seq.) for children and youth experiencing homelessness.

MCS will budget for buses to meet the needs of the student population.

Section 18: Food Service

Describe the school's plan for food services, including any plans for contracting services or plans to participate in the National School Lunch Program. Explain how the school's food service plan will ensure healthy, well-rounded meals for students.

MCS complies with the Healthy Hunger-Free Kids Act, which requires school cafeterias to meet federal nutrition standards for school lunches and breakfasts. MCS currently contracts with K-12 Elior for food service management through a formal procurement process. The Request for Proposal requires the vendor to provide a quality meal program that includes all the required components of a fully reimbursable meal as per published guidelines. The price per meal quoted during the procurement process includes the cost of the entrees, side dishes, fresh fruits, vegetables, fresh bread, condiments, plastic wear, trays, and liners. In addition to providing these items, the chosen vendor shall include in their quoted price per meal the cost of food service staffing, all necessary kitchen equipment (ovens, refrigeration, freezers, milk coolers, etc.), equipment maintenance, commodity utilization, food service training, marketing and promotions, delivery of all items to the school, menu planning, and nutritional analysis.

For the first year of the projected budget, an amount of $299,204 has been allocated for contracted food service. The NSLP director, is responsible for completing all necessary NSLP paperwork and/or applications on behalf of MCS in advance of the school year.

The facility plan includes a multipurpose room, which is mainly used as a spacious cafeteria and includes multiple serving lines. The serving lines are set up with the point of service station at the end to ensure that the cafeteria personnel can verify that the students are receiving all the required components that make up a reimbursable meal. MCS utilizes a computerized point of sale system that tracks meals and provides a reporting function for accountability and NSLP claiming. We distribute applications for FRL eligibility to parents, and FRL status is determined by federal guidelines. All students are assigned an account number at the beginning of the school year and can add funds to their account either at school or online.

Regardless of account balance, no child is ever be denied a meal. MCS ensures that all students receive meals each day, including students who receive either free or reduced-price meals. If a child does not have the funds to purchase a meal, he/she is given a meal which consists of that day's entree, a fruit, and milk. At the end of each month, the cafeteria staff is responsible for sending the monthly historical edit check report to the NSLP director, which is used in the submission of the NSLP reimbursement claim.

Section 19: School Safety and Security

Outline the plan for school safety and security for students, staff, the facility, and property, especially as it relates to the applicable provisions in the Marjory Stoneman Douglas High School Public Safety Act.
Specifically:

A. Describe what steps the school would take to assure there is a safe-school officer present while school is in session, pursuant to section 1006.12, F.S.

To comply with § 1006.12, F.S., MCS utilizes the Guardian Program to staff a properly trained Guardian or School Security Guard (SSG) through Dynamic Security Integrated. CSUSA presently contracts with Dynamic Security Integrated for SSG/Guardian primary and/or backfill coverage at several districts throughout the state. The SSG will:

1. Review policies and procedures for compliance with state rules and laws.
2. Provide the necessary training and resources to students and school staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security.
3. Serve as a liaison with local public safety agencies and national, state, and community agencies and organizations in matters of school safety and security.
4. Serve on the school's School Based Threat Management Team (SBTMT) if so requested and applicable after proper training and certification.
5. Provide a school security risk assessment/campus tour using the Florida Safe Schools Assessment Tool (FSSAT). Based on the assessment findings, the SSG recommends strategies and activities to address the findings and improve school safety and security. Annually, FCEF will review the SSG's findings and recommendations at a publicly noticed governing board meeting. The SSG reports the findings and governing board action to the Office of Safe Schools within 30 days after the governing board meeting.
6. Coordinate with the appropriate public safety agencies, as defined in § 365.171, F.S., that are designated as first responders to a school's campus. This process allows members of the agencies to conduct a tour of the campus once every three years and provide recommendations related to improving school safety. The SSG's recommendations by the public safety agencies must be considered as part of the recommendations.

In the event an SSG is unavailable for contract, the governing board may contract with a security agency as defined in § 493.6101(18), F.S. to employ as a school security guard an individual who holds a Class "D" and Class "G" license pursuant to chapter 493. SWCF ensures compliance with §1006.12(4), F.S. requirements that SSGs be certified through the ARGUS training provided by a qualified Sheriff's Office in the school district.

MCS has established an Emergency Management Plan (EMP) which details procedures to be followed if an incident occurs at MCS, or if an incident occurs outside the school that could impact school safety and security. The protocols outlined are used to respond to natural and human-caused hazards, threats, and emergencies. The EMP is reviewed annually by MCS and distributed to all MCS staff. Annually, the facilities manager (or designee) provides copies of site plans/ floor plans and maps to jurisdictional law enforcement

agencies and fire departments pursuant to §1013.13, F.S. and the FSSAT. The SSG ensures a campus tour is provided.

MCS annually reviews policies and procedures within the EMP and acknowledges responsibility for each based upon nationally recognized best practices.

Through CSUSA's partnership with CLPS Consultancy Group (CLPS), a security, protection, and emergency management consulting company, the school is provided with access to the TAP App Emergency Communication Solution. The TAP App, which is Alyssa's Law compliant, is a multiplatform hazard and threat management crisis communication system. The app works across multiple platforms, including iOS, Android, and Windows. TAP App serves two main functions related to school safety:

1. TAP App Security: Designed to assist schools in responding to, mitigating, and managing emergency situations. This includes both natural and human-caused incidents. TAP App Security is customized for MCS and allow staff the ability to communicate in real-time during emergencies.
2. TAP App Student: Designed to provide students with an up-to-date means for reporting behavior that is deemed suspicious and/or threatening. This anonymous student reporting function provides students with a voice, so MCS can prevent tragedies and provide early intervention services to students in need.
3. TAP App operates through AT&T-Mutualink, one of the ten pre-approved state vendors selected pursuant to Alyssa's Law.

Pursuant to §1006.07(4), F.S. all Florida public schools, including charters, must implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. This system, known as "Alyssa's Alert," must integrate with local public safety answering point infrastructure to transmit 911 calls and mobile activations. TAP App, which is utilized by all CSUSA-managed charter schools, uses AT&T-Mutualink as its preferred vendor. Separately, TAP App can be installed separately to any Real Time Crime Center (RTCC) and/or 911 dispatch center.

MCS employees are required to participate in the TAP App Security program and are required to watch the TAP App Security training video by August 30th of each year to familiarize themselves with the app and its features. Newly hired staff is required to watch the training video within 15 days of hire. Additional on-site refresher courses are offered by CLPS annually at various locations throughout the state. Any school employee can initiate a lockdown through the TAP App system if there is an imminent threat, such as an active shooter/assailant or armed threat. School employees are permitted to possess their mobile phones during the school day to be used during emergency situations. TAP App is also installed on classroom desktops throughout the school. Access to TAP App Student can be offered to students in 5th grade and above. MCS administrators determine the appropriateness for students accessing the anonymous reporting app on a student-by-student basis. As school administrators manage the program as administrator users, student devices with the app installed are monitored for accountability and misuse.

Agreements are also being coordinated with various state law enforcement agencies to have Tap App installed at police dispatch and/or Real Time Crime Centers so as to immediately notify local law enforcement in the event of a lockdown.

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

The governing board has worked with CSUSA to ensure there are practical guidelines in place in all schools within the SWCF portfolio to protect students, staff, and visitors in the event of an active assailant/shooter on school grounds or in the school building. To minimize the negative impacts from such an event, SWCF has developed Standardized Operating Procedures (SOP) for an active assailant/shooter incident that are implemented in all its schools. To properly prepare schools for a possible active assailant/shooter incident, school staff and students are provided with response options applicable to age and/or disability levels that can be applied based on circumstances that exist at the time of an incident.

In accordance with the FLDOE memo dated August 1, 2019, all CSUSA-managed schools have adopted an Active Shooter Response Plan. CLPS has created the plan in accordance with best practices incorporated within the MSD Commission Report, Department of Homeland Security (DHS), Federal Bureau of Investigation (FBI) and other recognized law enforcement agencies. The Active Shooter Response Plan has been incorporated within every school's EMP as required by SB 7026 Public Safety Act. The plan also includes steps to better prepare faculty and staff for how to implement strategies that account for elementary students. The steps are presented, trained, and implemented in ways that are not fear-based but are developed to provide a better understanding of what needs to be done by students if they encounter such a situation.

For younger students, the National Center for Youth Issues, together with U.S. Department of Education and DHS, recommend guidelines that reflect universal standards yet recognize local conditions. These are not "one size fits all," but have objective applicability. As such, the Active Shooter Response Plan includes age-appropriate actions commensurate with school aged students. Prior to the start of each school year, all MCS staff and faculty are required to complete several training modules that have been accredited and approved by CLPS. Among these is the Active Shooter Training module that incorporates best practices and is online. The Active Shooter Response Plan and training module includes the following measures:

Preparedness

Preparedness activities take place before an emergency occurs, including planning, training, drilling, and evaluating in an effort to prepare the school for an emergency, such as an active assailant/shooter.

- Control access points into buildings (i.e., CCTV, remote buzz-in, visitor screening).
- Classroom doors remain locked during the school day when classes are in session.
- Develop clear, concise, and easy-to-follow emergency procedures.
- Enhance safety by identifying (and marking) hard corners inside classrooms.
- Assure the school has multiple and reliable ways to communicate during emergencies.
- Practice active assailant/shooter procedures by performing drills and training.
- Coordinate drills and training with local police and emergency responders.

Recommended Procedures

If an administrator, teacher, or staff member becomes aware of an active assailant/shooter, they should take immediate steps to safeguard themselves. Once at a safe location, they should initiate a Code Red using all available means of communication. The TAP App system should be activated as soon as possible. School

staff should look for the most viable way to create time, distance, and shielding between themselves (including nearby students) and the threat.

The school's EMP has pre-designated evacuation staging areas (on and off campus) where students and staff can go during an active assailant/shooter incident. If at a location where escaping is not a safe option, other protocols will be followed.

Procedures Once Law Enforcement Arrives
During an active assailant/shooter incident, police resources are dispatched to the school. Responding officers rapidly enter buildings and search for the threat, with the primary mission of neutralizing the active assailant(s).

Age-Appropriate Responses
These procedures are presented, trained, and implemented in ways that are not fear-based, but rather developed to provide a better understanding of what needs to be done by staff and students if the school experiences an active assailant/shooter incident.

Evacuation & Reunification
In the event of an Active Shooter incident, MCS follows evacuation and reunification procedures created within the Emergency Management Plan. MCS has a clearly defined and detailed Reunification Plan operating within nationally recognized standards of the Standard Reunification Method (SRM) and I Luv U Guys Foundation and U.S. Department of Homeland Security. MCS also ensures adoption of policies and procedures of the Florida Department of Education's Model Reunification Plan release in August 2023 and created with CLPS consultation on DOE's Reunification Working Group. Copies of MCS's Reunification Plan is distributed to law enforcement and first responders and uploaded to the Assets Section of the FSSAT.

C. Explain how the school will establish a threat management team as required by section 1006.07(7), F.S.

CLPS also provides online resources to train staff in responding to a wide variety of threats which allows establishment of a threat assessment team as required in § 1006.07(7), F.S. The 2019 Senate Bill 7030 requires the FLDOE's Office of Safe Schools to "...develop a standardized, statewide behavioral threat assessment instrument for use by all public schools, including charter schools, which addresses early identification, evaluation, early intervention, and student support." The required behavioral threat assessment instrument is the Harm Prevention and Threat Management Model (HPTM or The Florida Model). Faculty members and administrators at MCS are provided comprehensive training by CLPS on how to conduct a threat assessment, associated interviews and coordinate with law enforcement as required by statute. The threat assessment training and software have been demonstrated to the FLDOE Office of Safe Schools, ensuring the statutory guidelines are met.

Members of the threat assessment team are required to complete the digital threat assessment team training course by August 30th of each year. This training is in addition to the in-person training required by the Florida Model and acts as an annual refresher for members of the School Based Threat Management team (SBTMT). Newly hired employees assigned to the team are required to complete the digital threat assessment team training course within 15 days of being hired. MCS Chair or Vice-Chair manages the threat assessment team, and all policies and procedures related to threat assessment, which includes ensuring that members of the

team complete the required training in accordance with established policies and procedures. In order to allow the threat assessment team to operate as efficiently as possible, the Threat Assessment Solution is implemented, which is a multiplatform threat assessment and management system designed to assist the threat assessment team when investigating a student of concern. If mandated as a matter of policy, MCS uses the district's threat management platform to conduct any new assessments. If the choice is provided by the district to opt out for the threat platform presently in use by CSUSA, namely the CLPS platform which adheres to all requirements of the Florida Model and has been vetted by the Office of Safe Schools, MCS will employ the CLPS platform.

When a student or staff member becomes aware of implied or direct threats of violence by other students, he/she must report the threat immediately to the Chair, Vice-Chair or other school staff member who must then ensure the Chair or Vice-Chair is notified of any/all concerning behavior. The Chair or Vice-Chair determines if it is necessary to convene the threat assessment team in order to make further inquiries about the threat or summarily close the assessment as Unfounded or Low with concurrence from the Principal and District Threat Management Coordinator (DTMC) MCS adopts a threat assessment process that systematically investigates student-made threats to determine apparent risk level of the student of concern. Threat assessment investigations are non-biased and conducted using standardized questionnaires. The purpose of a threat assessment investigation is to determine if a student poses a real danger to the school community or themselves after gathering information from multiple sources. The SBTMT also determines whether the student of concern requires a Student Support Management Plan (SSMP) per the Florida Model requirements concurrent with the level of concern.

If the SBTMT is activated and performs a threat assessment investigation, the District Threat Management Team (DTMT) and DTMC gets involved to either concur or request further inquiry or investigation into the student of concern. If the level of concern in "HIGH", the DTMT must become involved with the school to coordinate and manage the SSMP. At the conclusion of a threat assessment case, the SBTMT determines if the assessment should be extended or closed following the management period. Disciplinary action, if any, is in accordance with school policy. The principal and the threat assessment team use the threat assessment software tool when conducting threat assessments. Reports of potentially violent incidents are shared with local law enforcement as soon as possible. The following process may be used to create the threat assessment team and establish roles and responsibilities:

- The principal identifies members of a threat assessment team that includes persons with expertise in counseling, instruction, school administration, and law enforcement in accordance with § 1006.07(7)(a), F.S. Members are trained on the roles and responsibilities of each team member.
    - Guardians, private security guards with guardian training, or other campus security staff will not serve in place of sworn law enforcement on threat assessment teams.
    - If there is not an SRO or other sworn law enforcement officer assigned to the school, the governing board works with local law enforcement entities to ensure the required law enforcement presence on the team. Having an active, sworn law enforcement officer on the threat assessment team is essential as officers have unique access to law enforcement databases and resources that inform the threat assessment process.
- All administrators and threat assessment team members attend and complete mandatory threat assessment trainings annually as well as such training mandated by CLPS. Each mandatory team member reports their completion of this requirement to their principal or designee.
    - The team provides annual training and guidance to students, staff, and parents on recognizing behaviors of concern, their roles and responsibilities in reporting the behavior, and the various options for submitting a report, including anonymous reporting.

- The principal assigns school-based staff members who can proactively monitor and respond to all incoming reports where safety is of concern.
- The Chair or Vice Chair must complete the intake form and assess the concern for a factual basis as soon as possible but within ONE SCHOOL DAY of receiving the report of concerning behavior.
- If a factual basis of concern is determined, the Chair or Vice-Chair must next ascertain whether the report of concerning behavior constitutes self-harm, harm towards others or both. If self-harm is a component, a suicide/self-harm assessment must also be conducted.
- The threat assessment team follows established procedures for referrals to school-based, community, and/or health care providers for mental health services, evaluation, or treatment.
- The Chair or Vice-Chair next determines if the concerning behavior should be referred to the SBTMT. If a referral is warranted, the School Based Threat Management Team (SBTMT) must meet no later than the next school day from the day the initial report was received by the Chair and assign a preliminary Level of Concern. If "Low", the SBTMT
- determine if an interim Student Support Management Plan (SSMP) is warranted.
- The SBTMT meet within two school days of its initial meeting to make a final determination of the Level of Concern.
- Once the Chair closes without SBTMT referral Principal reviews decision as soon as possible but within two school days of receiving notification of case closure and the District Threat Management Coordinator (DTMC) should review the case as soon as possible but within two school days after its review by the principal.
- If a case is referred to the SBTMT, any decisions, preliminary or final are reviewed by the principal as soon as possible but within two school days of receiving notification of the SBTMT decision and the District Threat Management Coordinator (DTMC) should review the case as soon as possible but within two school days after its review by the principal.
- Extensions must be approved by the school principal or higher authority and the extension may be granted for a maximum of two school days. After the initial extension, one day increments based upon exigent circumstances.
- SBTMT determines the threat level is High; the case must automatically be referred to the DTMT for review. DTMT must convene to consider the case within two school days of receiving the referral from the SBTMT.
- If an immediate mental health or substance abuse crisis is suspected, school personnel follow policies to engage behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers, who have been trained in crisis intervention. These individuals shall provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services.
- School employees, volunteers, and contractors are required to report to school administration any expressed threat(s) or behavior(s) that may present a threat to the community, school, or self.
- Regardless of threat assessment activities, disciplinary action and referral to law enforcement occurs as required by law and governing board policies.
- Upon a preliminary determination by the threat assessment team that an individual poses a threat, members of the threat assessment team may request and obtain criminal history record information.
- Threat assessment records are considered educational records and are maintained and released in accordance with FERPA and state statute. The threat assessment, its determination, along with any interventions provided, are recorded in the appropriate electronic data systems by the threat assessment team.
- The threat assessment team meets regularly to discuss new and ongoing cases and/or any SSMPs created. All meetings are documented within the CLPS Emergency Management Plan-Drills and

Safety Meetings section and/or any corresponding district threat management platform if applicable. Per Rule 6A-1.0018 and 6A-1.0019, the SBTMT must meet at a minimum monthly. Detailed minutes must be kept, a list of attendees and any actions taken on students of concern, assessment conducted and/or SSMPs implemented.

- Threat assessment teams identify all means of reporting threats, including FortifyFL (the statewide mobile suspicious activity reporting tool) and any similar reporting tools required by state law. Local hotlines, websites, or other community-based resources are also identified.
- Threat assessment records are transferred within five school days when a student transfers school, pursuant to § 1003.25, F.S. and Rule 6A-1.0955, F.A.C. The records shall include, if applicable: (a) verified reports of serious or recurrent behavior patterns, including any threat assessment report, all corresponding documentation, and any other information required by the Florida-specific behavioral threat assessment instrument pursuant to 1010.212(12), F.S., which contains the evaluation, intervention, and management of the threat assessment evaluations and intervention services; (b) psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by school district or charter school staff, as appropriate.
- If a threat meets the definition requirements approved by the State Board of Education (Rule 6A-1.0017) for the School Environment Safety Incident Reporting (SESIR), a SESIR report is also submitted through the state portal.
- HB543 requiring both the new instrument and new process was signed into law by the Governor on April 23, 2023. The implementation date for the new Florida threat management process was January 1, 2024.
- CLPS provides a certified instructor who served on the MSD Committee responsible for creating the new Florida Harm Prevention and Threat Management model (HPTM) that trains all MCS personnel and certifies their ability to serve on the School Based Threat Management Team.
- MCS ensures compliance with all threat management policies and procedures pursuant to Rule 6A-1.0019 that took effect July 1, 2023, and corresponding amendments that took effect July 1, 2024.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

To ensure the safety and security of students and staff, each family receives an electronic copy of the student code of conduct, which clearly outlines the behavior expectations of the students. Students who become violent or disruptive are, when safety permits, be removed from other students. If safety does not permit the removal of the student, staff immediately removes the other students from the area and relocate them to a safe area. The student's parents/guardians are immediately notified, and when possible, the student is counseled by staff. If a student becomes violent, law enforcement is notified immediately, and appropriate disciplinary action is taken. All incidents related to school safety and discipline, and all disciplinary action required to be reported, are immediately reported in the SESIR system in a timely manner consistent with § 1006.07(9), F.S. This includes any potential threats made towards the school, its staff, or students. This process enables the FLDOE to monitor student incidents as those students move from school to school. Three staff members will be trained in SESIR reporting via Florida's online training program. Two of these individuals will serve as primary SESIR reports throughout the year, and one will serve as a backup.

State law mandates at least one individual at a school is SESIR certified and trained. CSUSA requires at least two persons at each school are so designated, a primary and alternate. The principal ensures at least two staff members are SESIR trained and responsible for reporting required incidents as required by statute.

Digital mapping (HB 301): An act relating to emergency response mapping data; 3 amending s. 1013.13, F.S.; creating the School Mapping Data Grant Program within the Department of Education; authorizing each school district to apply for program funds to provide mapping data for public schools within the district; providing requirements for the use of such funds; providing requirements for specified entities and school mapping data; providing an effective date. In order to facilitate efficient emergency responses, the School Mapping Data Grant Program is created within the Department of Education. Each school district, in consultation with local law enforcement and public safety agencies, may apply to receive funds from the program to provide school mapping data for each public school, including charter schools, in the district. The school district shall use the funds to satisfy all or some of the requirements of this section, which may include procuring a vendor to provide such data. The entity producing the data is responsible for providing the data to the school district and local law enforcement and public safety agencies for use in response to emergencies and for conducting drills required under s. 1006.07(4). (a) School mapping data must be provided in an electronic or a digital format to assist first responders in responding to emergencies at schools. MCS will opt into the district solution and vendor selected pursuant to HB 301.

Section 20: Budget

A. Provide as Attachment X, an operating budget covering each year of the requested charter term that contains revenue projections (using the Florida charter school revenue estimate worksheet as Attachment W for at least the first year of operation), expenses, and anticipated fund balances. The budget should be based on the projected student enrollment indicated in Section 2 of the application. A template for the operating budget may be available from the sponsor upon request.

The operating budget has been provided as **Attachment X**.

B. Provide a start-up budget as Attachment Y that contains a balance sheet, revenue projections, including source of revenues, expenses, and anticipated fund balance. The start-up budget must cover any period prior to the beginning of FTE payments in which the school will expend funds on activities necessary for the successful start-up of the school.

Not applicable.

C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.

The budget is not contingent upon sources beyond typical funding.

D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

Revenue Assumptions

- Average FTE funding is assumed at $9,018 in Year 1. This is from the latest funding worksheet provided by FLDOE. Please note this figure represents the per-pupil average of total district funding in Year 1.
- In Years 2-5, inflation of 2% is assumed for revenue and expense.
- Capital outlay is assumed at an average rate of $897 per student in Year 1 and adjusted for inflation and enrollment increases in subsequent years.

Third party food provider, partially offset by revenue received from Free and Reduced Lunch program and paid lunches. **Table 20.1** shows the projected revenue based on CSUSA's historical data from schools with similar populations.

Table 20.1

Year 1	Year 2	Year 3	Year 4	Year 5
$53,419	$54,487	$55,577	$56,689	$57,822

Expense Assumptions

- In Years 2-5, inflation of 2% is assumed for revenue and expense.
- Average teacher salary is assumed at $53,986
- Per the 5-Year Income Statement Forecast included in **Attachment X**, the Total Payroll Taxes line item represents the sum of FICA, Medicare and state and federal unemployment taxes
- Performance-based bonus is included in the budget based upon .44% of state funding in applicable years as shown in **Table 20.2**.

Table 20.2

Year 1	Year 2	Year 3	Year 4	Year 5
$58,935	$68,405	$78,230	$88,853	$100,749

- CSUSA's total Support Center cost reimbursement expenses are calculated as a percentage of revenue beginning in Year 1 at 7%.
- Contracted food service cost is reflected in **Table 20.3** below.

Table 20.3

Year 1	Year 2	Year 3	Year 4	Year 5
$359,775	$417,587	$477,568	$542,414	$615,034

Information on the key revenue and expense assumptions as a percentage of revenue is provided below.

E. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

If revenue shortfalls occur due to lower-than-expected enrollment, a revised budget is created and submitted to the district. Variable expenses are adjusted to compensate for the revenue shortfall. For example, staff and associated expenses may be reduced as required comparable to the reduced enrollment. Budgets are revised as necessary to achieve balance and align costs with revenue in a manner that is least disruptive to the learning environment. CSUSA stands behind MCS to ensure its viability, up to and including reducing its fee for support center services to zero.

F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).

Conservative assumptions have been made on the financial budget, to ensure the financial health of operations. As part of the mitigation process, SWCF and CSUSA closely monitors enrollment to spend appropriately on enrollment-based expenses, particularly compensation, which is the biggest expense in the budget. If expectations are not met, MCS will engage in a mitigation process entailing reduction of controllable

expenses while maintaining the necessities for the education of the students. In rare, but possible cases, MCS can turn to alternate sources of funding, such as the management company, if necessary.

As budget variances arise and are managed, new forecasts are developed each month to ensure MCS stays on track financially throughout the year. These forecasts allow school leadership to make timely management decisions to ensure the financial health of the school and are presented to SWCF on at least a quarterly basis.

G. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

Not applicable.

Section 21: Financial Management and Oversight

A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

The governing board has contracted with CSUSA to provide financial management services to MCS. SWCF adopts the established processes and procedures of CSUSA to ensure fiscal responsibility and sound internal controls. SWCF retains ultimate control of the school's finances. Policies and procedures are in place to ensure internal controls at the school level as well as CSUSA's support center. An accountant is in charge of performing the monthly close, which is then reviewed by either a senior accountant, supervisor, or assistant controller. Schedules for accountants are staggered throughout the month based on district reporting deadlines to ensure timely submissions.

CSUSA manages the day-to-day accounting and financial reporting function for MCS. There are several layers of internal oversight between employees performing finance-related tasks at the school and at CSUSA's support center. CSUSA's Finance Department, many of which are either CPAs or have extensive corporate auditing experience, include the Chief Financial Officer, Vice President of Finance, Controller, Assistant Controller, and Accounting Manager. This sets the tone for the control environment to ensure that financial resources are properly managed.

MCS employs a SOA who acts as a liaison to CSUSA for human resources, payroll, and financial matters relating to cash collection. The SOA also works with the principal to ensure adherence to the governing board approved annual budget for the school. Below is a summary of the finance and accounting functions that the SOA performs:

- Deposit funds received from food service sales, aftercare programs, and fundraising into proper bank accounts according to governing board-adopted financial policy.
- Submit documentation for all receipts and disbursements made at the school level.
- Follow up and collect returned checks from parents.
- Prepare and submit instructional related purchase orders according to governing board-adopted financial policy.
- Prepare and submit check requests for certain invoices.
- Review and approve expenditure invoices with the principal.
- Maintain reconciliation of internal funds account.
- Provide support for grant reimbursement.

Financial management services include:

- Processing of accounts payable.
- Preparation of the monthly and quarterly financial statements.
- Preparation, maintenance, and forecasting of the budget.
- Financial reporting, including explanation of variances, to internal and external parties.
- Audit management.

The financial management team includes:

- Accounts Payable Coordinator: Pays the school's approved expenditures.
- Accountant: Prepares the school's monthly financial statements for internal review and quarterly financial statements.
- Accounting Supervisors (one of which is a CPA): Oversees the work of the staff and senior accountants.
- Assistant Controllers (one of which is a CPA): Oversees the work of the accounting supervisor and senior/ staff accountants.
- Controller: CPA; Oversees the accounting team.
- Vice President of Accounting & Financial Planning and Analysis: Oversees the financial planning and analysis team and accounting team.
- Financial Analyst: Prepares the school's annual budgets. reviews the school's financial performance on a monthly and quarterly basis, focusing on budget variances; conducts dashboard reviews with the school's leadership at least quarterly.
- Senior Financial Analyst: Oversees the work of the financial analyst; prepares the school's annual budgets and reviews the financial performance of the school on a monthly and quarterly basis, focusing on budget variances; conducts dashboard reviews with the school's leadership at least quarterly; presents financial statements to the governing board on a quarterly basis.
- State Financial Director: Oversees the work of the financial analyst and senior financial analyst; presents financial statements to the governing board on a quarterly basis.
- Senior Director of Financial Planning: Oversees the financial planning and analysis team.

B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

CSUSA maintains internal control policies which are be adopted by SWCF via the management agreement. These internal controls include general governmental accounting policies, financial reporting, budgeting, cash receipts and deposits, purchasing and cash disbursements, capital assets, and payroll. Internal controls are viewed as a means to reduce risk of asset loss and ensure reliability of financial statements as well as compliance with laws and regulations. There are several components to internal control, including control environment, risk assessment, control activities information and communication, and monitoring. These components are used to establish the internal control policies and procedures.

SWCF approves the school's budget on an annual basis and conduct budget management throughout the year using a three-part process: (1) review and approval of financial statements, (2) review of budget vs. actual variances, (3) forecasting of future results, including budget amendments as required. The first part of the process is the preparation of the school's monthly financial statements. Financial statements are prepared by CSUSA and distributed electronically to school leadership, SWCF, and the school district based on the required schedule (monthly or quarterly). Monthly financial statements are prepared using Generally Accepted Accounting Principles specific to governmental entities. MCS also follows the guidelines in the "Financial and Program Cost Accounting and Reporting for Florida Schools" (Red Book). Monthly financial statements include a comparison of actual results to the approved budget, which facilitates budget review, the second part of the process. Through forecasting, the third part of the process, SWCF is able to make timely decisions to ensure the financial health of the school.

In addition to the process described above, MCS is provided with dashboard reports at least quarterly from CSUSA. The dashboard report summarizes the monthly activity of the school, compares the results to the

budget, and identifies significant budget variances. As budget variances arise and are managed, new forecasts are developed each month to ensure MCS stays on track financially throughout the year.

C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

In compliance with § 1002.33(9), F.S., MCS obtains an annual financial audit performed by an independent certified public accounting firm. The governing board may appoint an audit committee to oversee the audit of the school. The governing board uses the auditor selection procedures as outlined in § 218.391, F.S. if an audit committee is utilized. The audit is performed in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.850, Rules of the Auditor General, State of Florida. Audited statements are submitted to sponsor in accordance with the terms defined in the charter contract.

Auditors provide an engagement letter each school year that is presented to the governing board. Once approved by the governing board, the accounting department arranges the timing of the audit after the close of the fiscal year. The team provides the auditors with all requested items while they are on site and requests any additional school information from school administration.

D. Describe the method by which accounting records will be maintained.

All accounting records are stored in Docuware, a paperless storage system. All files are maintained in a secured environment. Information system backups are completed daily to ensure data is secured and minimize risk of loss. CSUSA currently uses Oracle NetSuites, an efficient system that is better tailored towards the specific accounting needs of education operators. The accounting information system used for financial management is subject to change as needed.

E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

CSUSA provides SWCF with:

- The projected annual budget for governing board approval.
- Detailed statements of all revenues received, and detailed statements of all expenditures for services and expenses rendered or incurred to or on behalf of MCS (includes expenses incurred on-site or offsite).
- Monthly financial statements including a balance sheet, statement of revenues, and expenditures.
- Other information on a periodic basis to enable BOARD to furnish reports and information which the school is required to provide pursuant to its charter contract and/or applicable laws (this information is also used to monitor CSUSA's performance and the efficiency of its operation of MCS.

CSUSA and SWCF keep accurate financial records pertaining to the operation of the school together with all financial records prepared by or in possession of CSUSA. All records are retained for a period of time as required by the charter contract and/or applicable laws. The proper confidentiality of personnel, students, and other records as required by law are maintained.

F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

Financial audits are outsourced, as they are conducted annually by an independent, certified public accountant. SWCF determines the auditing firm. SWCF may also appoint an audit committee to oversee the audit. The five-year operating budget included as **Attachment X** outlines the costs for auditing services, which is assumed at $17,768 in Year 1.

G. Describe how the school will store financial records.

Financial records are stored electronically in Docuware.

H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

Employees are offered insurance benefits with various levels of coverage and premiums to meet their needs, including medical, dental, vision, life, disability, a 401(k) plan, and other miscellaneous benefits such as supplementary health insurance, flexible spending accounts, and identity theft insurance. Eligible employees (those working a minimum average of 30 hours/week) are able to participate in the benefits plan on the first day of the month following their 60th day of employment. Once elected, changes cannot be made to employee benefits mid-year without a qualifying event (e.g., birth of child, marriage, divorce, or gain/loss of other coverage). Table 21.1 outlines the liability insurance MCS maintains.

Table 21.1

Commercial Property Insurance	Based on Value of Property	
Commercial General Liability	Each Occurrence	$1,000,000
	Aggregate	$3,000,000
Commercial Automobile Liability	Each Accident (combined single Limit)	$1,000,000
Educators Professional Liability	Each Claim	$1,000,000
	Aggregate	$2,000,000
Directors & Officers Liability*	Aggregate Limit for Loss	$1,000,000
	Additional Aggregate for all Loss	$2,000,000
Employment Practices Liability*	Aggregate Limit for Loss	$1,000,000
	Additional Aggregate for all Costs, Charges, and Expenses	$2,000,000
Fiduciary	Coverage included under Charter Schools USA, Inc. policy as they are the administrator of plans	NA
Fidelity (Crime)	Single Loss	$1,000,000
Workers' Compensation and Employer Liability	Workers' Compensation	Statutory Limits
	Bodily Injury by Accident - Each Accident	$1,000,000
	Bodily Injury by Disease – Each Employee	$1,000,000
	Bodily Injury by Disease - Policy Limit	$1,000,000
Student Accident	Basic Each Occurrence (out of pocket expense)	$25,000
	Catastrophic	$5,000,000
Sexual Abuse and Molestation	Each Occurrence	$1,000,000
Cyber	Each Occurrence	$1,000,000

*Shared limit between Directors & Officers Liability and Employment Practices Liability

Section 22: Start-Up Plan

A. Present a projected timetable for the school's start-up, including but not limited to the following key activities:

- **i.** Applying for and securing appropriate legal status (e.g. status as a state corporation, federal non-profit)
- **ii.** Identifying and securing facility
- **iii.** Recruiting and hiring staff (leaders, teachers, and other staff)
- **iv.** Staff training
- **v.** Finalizing curriculum and other instructional materials
- **vi.** Governing board training
- **vii.** Policy adoption by Board (if necessary)
- **viii.** Recruiting students
- **ix.** Enrollment lottery, if necessary
- **x.** Establishing financial procedures
- **xi.** Securing contracted services
- **xii.** Fundraising, if applicable
- **xiii.** Finalizing transportation and food service plans
- **xiv.** Procuring furniture, fixtures and equipment
- **xv.** Procuring instructional materials

The activities included should align with the start-up budget described earlier in the application. If an activity will be paid for by a source of funding not included in the start-up budget, it should be clearly indicated. (This timetable is a projection and is not meant to be binding on the school or sponsor. A formal timeline may be negotiated in the charter agreement)

Not applicable.

Attachment E

Student Progression Plan

2024-2025
Student Progression Plan

BOARD APPROVED

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BOARD APPROVED

INTRODUCTION

The purpose of the Student Progression Plan is to inform parents, students, and other stakeholders regarding the comprehensive plan for student progression from one grade to another towards graduation. The plan will include criteria for promotion and retention, entry and attendance regulations, and other components relevant to the appropriate progression of the student population. References and language in this document will be continuously updated to align with statutory and legislative changes made by the Florida Department of Education.

ATTENDANCE AND ABSENTEEISM[1]

In accordance with Florida Statute 1003.24, school attendance is the direct responsibility of the parent(s) and child(ren). Each parent or legal guardian of a child within the compulsory attendance age is responsible for the child's school attendance as required by law. Except as provided in Florida Statute and State Board of Education Rule 6A-1.09513, all students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline, and responsibility.

Attendance Policy and Procedures

The School's handbook outlines the attendance procedures, which align to the following requirements:

- Parent(s) should notify the school promptly to report any absences by submitting a written note or by telephone call. The date(s) of the absence and reason should be provided. When the child returns to school, a written note is required in order for the absence to be considered excused, as long as it meets one of the listed requirements below.
- School officials may require medical verification of absences. It is the responsibility of the student to make-up work missed because of absences.
- Please refer to the required Parent Obligation for attendance requirements when choosing our charter school.
- If an excused absence is required for more than 10 school days, the school will work with the family to consider hospital-homebound or other district alternatives.
- Students with excused absences will have 10 days to complete make up work. Please note, students must be in physical attendance at school to receive mastery assignments and mastery grades.

Excused Absences

The following situations/reasons qualify as excused absences:

- Student illness (if a student is continually sick and repeatedly absent from school, he/she must be under the supervision of a physician in order to receive an excuse from attendance);
- Medical appointment;
- An excused absence as defined by State Board of Education Rule 6A- 1.09515 to implement Florida Statute 1003.21(2)(b)2;
- Death in the family;
- Observance of a religious holiday or service
- Subpoena by a law enforcement agency or mandatory court appearance;
- Suspensions;
- Field trips which are authorized by the principal; and/or
- Other individual student absences beyond the control of the parent or student (as determined and approved by the principal/designee).

[1] Formal attendance will be taken daily for all students.

Unexcused Absences

An unexcused absence is any absence that does not fall into one (1) of the above excused absence categories.

Make-Up Work

For excused absences, the student will be afforded the opportunity to make-up work without academic penalty. Students with excused absences will have 10 days to complete make up work. Please note, students must be in physical attendance at school to receive mastery assignments and mastery grades.

Reporting Attendance Cases

When a student has accumulated at least 3 unexcused absences, or absences for which the reasons are unknown, within a calendar month or 15 unexcused absences or absences for which the reasons are unknown, within 90 calendar days, the case must be reported to administration or the student services coordinator. A meeting must then be convened to determine if a pattern of non- attendance is developing or exists. If deemed appropriate, interventions may be developed to support this student, which may include: frequent communication between school and family; mentoring; counseling; evaluation for alternative education program; attendance contracts; agency referral(s); or Truancy Petition. The School will adhere to all statutory requirements regarding a Truancy Petition.

Habitual Truants

Each public-school principal or the principal's designee shall notify the district school board of each minor student under its jurisdiction who accumulates 15 unexcused absences in a period of 90 calendar days. The district school superintendent must provide the Department of Highway Safety and Motor Vehicles the legal name, sex, date of birth, and social security number of each minor student who has been reported under this paragraph and who fails to otherwise satisfy the requirements of s. 322.091. The Department of Highway Safety and Motor Vehicles may not issue a driver's license or learner's driver's license to, and shall suspend any previously issued driver's license or learner's driver's license of, any such minor student, pursuant to the provisions of s. 322.091.

Students with Active Section 504 Accommodation Plans

When a student with an active 504 Accommodation Plan has excessive absences, the Multi-Disciplinary Team must meet to determine if the absences are caused by the disability of record. If the Multi-Disciplinary Team determines that the absences are caused by the student's disability, the student's placement must be reevaluated for appropriateness. [Section 504 of the Rehabilitation Act of 1973, 34 C.F.R. Part 104] The Section 504 Accommodation Plan must address any additional accommodations, strategies, and/or interventions needed to ensure that the student has an equal opportunity to demonstrate course mastery.

Exceptional Student Education (ESE)

In the case of an ESE-eligible student with excessive absences, an IEP Team meeting must be conducted to determine whether or not the absences are related to the student's disability. Attendance data shall be reviewed and used as one (1) indicator of a student's access to instruction. Refer to State Board of Education Rule 6A-6.0331(1)(c), and the *Exceptional Student Education Policies and Procedures (SP&P)*.

If the IEP Team determines that the excessive absences are related to the student's disability, the IEP Team must take appropriate action, which may include waiver of the attendance guidelines in determining grades, as well as a change of placement. To the maximum extent possible, the student will be educated in the least restrictive environment.

If the IEP Team determines that the student's excessive absences are not related to the student's disability, the student is treated the same as a General Education student.

Hospital/Homebound Services

If a student is confined to home or a hospital, but is able to participate in and benefit from an instructional program, the student may be eligible for Hospital/Homebound Services provided in collaboration with the LEA. Complete information regarding the criteria for a Hospital/Homebound Program can be found in State Board of Education Rule 6A-6.03020 and State Board of Education Rule 6A-6.03411.

Tardiness

A student is considered tardy if they are absent at the time attendance is taken provided the student is in attendance before the close of the day. A tardy will either be excused or unexcused. Acceptable documentation to excuse a tardy is the same as those for excused absences. Every 3rd unexcused tardy will convert to an unexcused absence and can be used to meet the criteria to file a truancy petition in circuit court. This does not apply for reporting for Full-Time Equivalent Enrollment (FTE) purposes. Complete information regarding tardiness can be found in Florida Statutes 1003.02(b) and 1003.26.

Early Pick-Up

Students in grades K – 5 who are picked up from school prior to the end of the day will be marked as tardy for the day. A tardy will either be excused or unexcused. The tardy will be excused if the parent provides written documentation that the need to leave school early was for the same reasons that an absence from school would be excused. The parent's notation in the school's early pick-up log may suffice as meeting the requirement to provide written documentation if the notation is sufficient. Every 3rd unexcused tardy will convert to an unexcused absence and can be used to meet the criteria to file a truancy petition in circuit court.

For all students in grades K-8, once the student has accumulated an excused tardy 3 times or absences due to leaving school early for medical/dental reasons within a semester, the parent may be asked to provide documentation from a physician that the student had a medical/dental appointment for subsequent class absences or tardies to be excused. Complete information regarding early pick-up can be found in Florida Statutes 1003.02(b) and 1003.26.

The school principal or designee may approve an early pick-up or release beyond these limits after taking into consideration the reason as well as the student's attendance history, both daily and by period, and the number of early releases.

Initial School Entry

In accordance with Florida Statute 1003.21, it is the responsibility of the parent(s) of students entering the School for the first time to present evidence of the child's age at the time of registration. Entering kindergarten students must attain the age of five (5) years on or before September 1 of the school year for which entry is sought.

Before admitting a child to kindergarten, the principal shall require evidence that the child has attained the age at which he/she should be admitted. The principal may require evidence of the age of any child whom he/she believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

- A duly attested transcript of the child's birth record filed according to law with a public officer charged with the duty of recording births;
- A duly attested transcript of a Certificate of Baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent(s);
- An insurance policy on the child's life that has been in force for at least two (2) years;
- A bonafide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;
- A passport or Certificate of Arrival in the United States showing the age of the child;
- A transcript of record of age shown in the child's school record of at least (four) 4 years prior to application, stating the date of birth;
- If none of these evidences can be produced, an Affidavit of Age sworn to by the parent, accompanied by a Certificate of Age signed by a public health officer or by a public-school physician, or, if these are not available in the country, by a licensed practicing physician designated by the district school board, which states that the health officer of physician had examined the child and believes that the age as stated in the affidavit is substantially correct.

To register a student, the following types of documents are required[2]:

- Two proofs of residence (copy of legal guardian's photo ID, copy of a utilities bill, copy of lease agreement, etc.)
- Copy of birth certificate
- Proof of immunization
- Proof of physical exam (Within the last 12 months)
- Proof of guardianship (If student is not living with parents)
- Request for Transcripts/Cumulative Folder
- Parent Contract
- Internet Use and Promotion Form
- Dress Code Agreement
- Photograph and Video Release Permission Form
- Parent Volunteer Agreement
- Home Language Survey
- Special programs information (Copy of IEP, 504, or EP, ifapplicable.)
- Contact and Emergency Information Card
- Copy of most recent Report Card (Ifapplicable)
- Copy of any Standardized Testing (Ifapplicable)
- ESOL/ELL or Literacy Folder (Ifapplicable)

According to Florida Statute 1003.01(12) and State Board of Education Rule 6A-6.03411(1)(s), students who are without a fixed, regular, and adequate nighttime residence, are considered

[2] Additional documents and information may need to be presented at the time of registration.

as children and youths who are experiencing homelessness. Pursuant to the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 (Section 725) 42 U.S.C.A. §11432(g)(3)(A)-(C), these children are to be enrolled immediately in the school that meets the best interest of the student. Arrangements are to be made for immunizations, transportation, and all other school services. Appropriate student school and grade level placement, as well as completion of required immunizations and physical examination, shall occur within thirty school days of enrollment. Refer to Florida Statute 1003.21(1)(f) for procedures relating to the enrollment of these students.

Exceptional Student Education (ESE) Students

An ESE student, who has a current Individual Education Plan/Education Plan (IEP/EP), as well as evaluation data necessary to determine that the student meets Florida's eligibility criteria for special programs, will be placed immediately in the appropriate educational program(s) without temporary assignment. The receiving school must review the current IEP/EP and may revise the document as necessary, following appropriate procedures.

Health Requirements – Physical Examination and Immunization Requirements

All pre-K, kindergarten, and new students seeking entrance into a public school are required by Florida Statute 1003.22 to present, at the time of entry, a valid health examination documented on State of Florida *School Entry Health Exam Form* (DH 3040) performed within one (1) year prior to enrollment. [State Board of Education Rule 6A-1.0985]

Physical Examination Requirements

STUDENTS	PHYSICAL EXAMINATION
All students	School Health Entry Exam on Form DH 3040 required for pre-K, kindergarten and 7th grade.
All transfer students within the State of Florida (including private schools)	Review of School Health Entry Exam on Form DH 3040 (original or copy) for at least kindergarten and/or 7th grade documentation.
All transfer students from another state or country	School Health Entry Exam Form DH 3040 (original or copy) required for all grades. Physicals presented on forms from another state are acceptable, if they include all components covered on Form DH 3040 and have the physician's signature and office stamp. Physicals must have been performed within one (1) year of enrollment, unless exempt based on a written request for religious reasons.

Immunization Requirements

All pre-K, kindergarten, and new students seeking entrance into a public school are required by Florida Statute 1003.22 to present, at the time of entry, a valid *Florida Certificate of Immunization Form* (DH 680). In accordance with State Board of Education Rule 6A-1.0985 and Fla. Admin. Code 64D-3.046, students will not be admitted into class without proof of immunization with the physician's signature and office stamp, absent a lawful exception. If a hardship exists for parent(s) of transferring students, according to statute, it is permissible to allow thirty (30) school days for the transfer of records.

NOTE: Homeless students without immunization and physical exam documentation must be enrolled and receive a thirty (30) school day exemption.

Kindergarten and First Grade Entry Requirements

Kindergarten
In accordance with Florida Statute 1003.21(1)(a)2, entering kindergarten students must attain the age of five (5) years on or before September 1 of the school year for which entry is sought.

First Grade
In accordance with Florida Statute 1003.21(1)(b), students entering first grade must attain the age of six (6) years on or before September 1 of the school year for which entry is sought.

Students who have been enrolled in a public kindergarten must progress according to the CSUSA Student Progression Plan. Students transferring from nonpublic kindergartens:

1. Must attain the age of 6 on or before September 1 of the school year for which entry is sought; and
2. Must have written verification of satisfactory completion of kindergarten requirements from the nonpublic school.

Students who meet the age requirement above may be administered kindergarten promotion assessments upon parent request. The assessment results may be used as criteria for first grade enrollment based on promotion charts within this document, as long as the student also meets the age requirement above. All other students who have not been promoted from kindergarten to first grade will be automatically enrolled into kindergarten.

General Student Transfer Information
A student who transfers to a Charter Schools USA school with documentation of completed coursework from a state or regionally accredited public or private school or institution is awarded equivalent credits. Grades earned and offered for acceptance shall be accepted at face value subject to validation. In accordance with State Board of Education Rule 6A-1.09941, if the student does not possess an official transcript or is a Home Education student, successful completion of courses shall be validated through performance during the first grading period. The principal makes appropriate placement decisions based on the academic performance (or age in accordance with Florida Statute), previous work or portfolios, interview with the student and parent, and other information deemed necessary to make the decision.

Kindergarten and First Grade Transfer Students
Dates for the legal public school minimum entry age by State and territory (provided by the Florida Department of Education) should be used in accepting kindergarten and first grade transfer students according to State Board of Education Rule 6A-1.0985. The following section addresses procedures relating to the acceptance of transfer work and credit for students, as specified in 6A-1.09941.

Entry into Kindergarten and First Grade by Out-of-State Transfer Students:

1. Any student who transfers from an **out-of-state public school** and who does not meet regular age requirements for admission to Florida public schools shall be admitted upon presentation of the data required.
2. Any student who transfers from an **out-of-state nonpublic school** and who does not meet regular age requirements for admission to Florida public schools may be admitted if the student meets age requirements for public schools within the state from which he or she is transferring and if the transfer of the student's academic credit is acceptable under rules of the School. Prior to admission, the parent or guardian must also provide the data required.
3. In order to be admitted to Florida schools, such a student transferring from an out-of-state school must **provide the following data**:
    a. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the child was previously enrolled in school;
    b. An official letter or transcript from proper school authority, which shows record of attendance, academic information and grade placement of the student;
    c. Evidence of immunization against communicable diseases as required in Section 1003.22, Florida Statutes; Evidence of date of birth in accordance with Section 1003.21, Florida Statutes; and
    d. Evidence of a medical examination completed within the last twelve (12) months in accordance with Section 1003.21, Florida Statutes.

Grades 2-5 Transfer Students

A student in grades 2-5 who transfers from any other public or private school in the United States or a foreign country is placed in comparable classes, and all records from the previous school are accepted.

Grade 3 students who transfer from any public or private school in the United States or a foreign country after the current year's Florida state-mandated, standardized ELA administration must show Good Cause for promotion prior to being promoted to fourth grade.

If the transfer occurs after the current school year, and there is proof of promotion (i.e., report card) from the previous school, the student may be promoted based on this information.

English Language Learner (ELL) Transfer Students

In accordance with State Board of Education Rule 6A-6.0905, ELLs are identified and assessed to determine eligibility for services, in accordance with State Board of Education Rule 6A-6.0902(1)(2).

The English for Speakers of Other Languages (ESOL) coordinator and the Student Services Coordinator/school counselor/administrator shall review the educational background of the transferring student to determine appropriate grade level, subject, and ESOL Program placement. See State Board Education Rule 6A-6-6.0902(3)(b). Parental input regarding educational background should be taken into consideration especially when transcripts, records, or report cards are not readily available. This information is documented and filed in the English Language Learners (ELL) folder. Families will be assisted when necessary for language translation in order to ensure proper communication of program/courseplacement.

An ELL Committee meeting must be conducted under the following circumstances: a student's placement is based on age, there is a lack of information about prior schooling (no transcript or report card), or prior schooling does not meet grade level requirements. An administrator must participate in the ELL Committee and placement process as outlined in the district ELL Plan.

Exceptional Student Education (ESE) and Gifted Transfer Students

The State Board of Education Rules 6A-6.0331, and the District's Exceptional Student Education Policies and Procedures (SP&P), address the requirements for Individual Educational Plans (IEPs) or Educational Plans (EPs), as well as the requirements for students who transfer to the School within Florida and students who transfer from outside of Florida.

ESE and Gifted Students Who Transfer Within Florida

If an Exceptional Education Student (ESE) or Gifted student, who had an IEP or EP that was in effect in a previous Florida school district, transfers and enrolls in a CSUSA managed school, the School and Local Education Agency (LEA) will ensure that a Free Appropriate Public Education (FAPE) is provided to the student, which includes services comparable to those described in the child's IEP/EP from the previous Florida school district or CSUSA school, until the School does either of the following:

- Adopts the child's IEP/EP from the previous School District or CSUSA school; or
- Develops, adopts, and implements a new IEP/EP, possibly in conjunction with the Local Education Agency, that meets the applicable requirements of State Board of Education Rule 6A-6.03028 or 6A- 6.03019(1).

ESE and Gifted Students Who Transfer from Outside Florida

If an Exceptional Student Education (ESE) student, who had an IEP or EP that was in effect in a previous school district in another state, transfers and enrolls in a new school within the same school year, the School and LEA will ensure students are provided with a FAPE, which includes services comparable to those described in the child's IEP/EP from the previous School, until the School does both of the following:

- Conducts an initial evaluation in accordance with State Board of Education Rule 6A-6.0331 (if determined to be necessary by the School); and
- Develops, adopts, and implements a new IEP/EP, if appropriate, possibly in conjunction with the Local Education Agency, that meets the applicable requirements of State Board of Education Education Rule 6A-6.0331 .

Students Who Transfer with Section 504 Accommodation Plans

A transferring student with an active Section 504 Accommodation Plan is a student who was previously enrolled in any other school or agency with an active Section 504 Accommodation Plan and who is enrolling in a Florida school district. Upon notification that a transferring student is one with an active Section 504 Accommodation Plan, the receiving school must review and revise, as necessary, the existing active Section 504 Accommodation Plan and supporting documentation. Until that review is complete, the receiving school must implement the student's current Section 504 Accommodation Plan to the maximum extent reasonable in the current placement. If, following the receiving school's review, it is determined that the Section 504 Accommodation Plan is not appropriate; the school must evaluate the student consistent with Section 504 procedures, and develop and implement an appropriate Section 504 Accommodation Plan.

WITHDRAWAL PROCEDURES

Student Withdrawal During the School Year

A student who leaves before the close of the school term shall receive grades on the report card covering the terms in attendance. A student will not meet promotion requirements unless he/she enrolls in another school to complete the academic year. The parent(s) of a student who leaves school during the last two (2) weeks of the school year must show evidence that the withdrawal is necessary and the student must successfully complete examinations as appropriate. Principals may have the authorization to make arrangements for the administration of any tests or examinations as appropriate, prior to withdrawal.

Principals may determine that the requirements for early withdrawal do not have to be met when unusual/extenuating circumstances arise. Student withdrawal must be approved by the school principal.

Withdrawals for Enrollment in Home Education Program

To withdraw a student for enrollment in a Home Education Program, the custodial parent(s) must initiate the withdrawal process at the school, complete the exit interview and report to the local school district to register the student in the new program.

CURRICULUM

The School's Guaranteed and Viable Curriculum (GVC) incorporates the performance standards as defined by the Florida Department of Education (FLDOE) Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards and Next Generation Sunshine State Standards (NGSSS), as applicable.

The curriculum includes standards/benchmarks for the following content areas:

- English Language Arts
- Mathematics
- Science
- Social Studies
- World Language
- Fine Arts (Music/Art)
- Physical/Health Education

These standards delineate the academic achievement for which the state will hold schools accountable. Research-based instructional materials are provided as tools to support instruction in elementary school classrooms.

Remediation and Intensive Instruction

The school has an established, comprehensive program for student progression which must include specific levels of performance in reading, writing, mathematics, and science for each grade level, including the levels of performance on statewide assessments which a student must receive remediation, or be retained and provided intensive instruction. This intensive instruction is different from the previous year's programming and takes into account the student's learning style. School personnel uses all available resources to achieve parent understanding and cooperation regarding the student's grade placement.

Remedial and supplemental (academic) instruction resources must be allocated to students based on student data and the needs of the school. A student's reading proficiency will be monitored, and the intensive instruction will continue until the student demonstrates grade level proficiency pursuant to Florida Statute 1008.25(5)(a).

Reading Remediation

The K-12 Comprehensive Reading Plan for the school outlines specific intervention programs, schedules, and strategies to address necessary instruction and remediation for students in all grade levels.

Any student in kindergarten through third grade who exhibits a substantial deficiency in reading based upon locally determined or statewide assessments, must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency. Pursuant to Florida Statutes 1002.20(11) and 1008.25, the parent(s) of any grade K-3 student who exhibits a substantial deficiency in reading, based upon school- determined or statewide assessments conducted in kindergarten, 1st grade, 2nd grade, 3rd grade, must be notified in writing.

Third Grade Intensive Instruction

Grade 3 students retained for reading must be provided intensive instructional services and supports to remediate the identified areas of reading deficiency, including participation in 3rd Grade Summer School. In accordance with Florida Statute 1008.25, these services and supports include a minimum of ninety (90) minutes of daily, uninterrupted, scientifically evidence-based reading instruction, an additional thirty (30) minutes of intensive intervention, and other strategies, which may include, but are not limited to the following:

- Small group instruction;
- Integration of science and social studies content within the ninety (90) minute block;
- Reduced teacher-student ratios;
- More frequent progress monitoring;
- Tutoring or mentoring;
- Transition classes containing 3rd grade and 4th grade students; and/or
- Extended school day, week, or year.

Third grade students retained for reading must have a highly effective teacher as determined by the teacher's performance evaluation in accordance with Florida Statute 1012.34, and provide students who are retained under Florida Statute 1008.25 (5)(b), including students participating in the school district's summer reading camp under subparagraph (a)2., with a highly effective teacher certified or endorsed in reading.

NOTE: Course recovery expectations for grades 6-12 are outlined later in this document.

Enrichment Opportunities

The School will provide multiple opportunities for advanced students to participate in enrichment activities. To accommodate learners that need enrichment, teachers can differentiate in three ways: with the content students are learning, the process in which the material is being taught, and the product that is developed to demonstrate learning. Specific strategies may include, and are not limited to:

- Marzano's High Probability instructional strategies
- Cross-curricular instruction and learning
- Multiple intelligences
- Project-based learning
- Cooperative learning
- Challenge-based learning
- Academy/Certification models
- High school programming

As a tool to support differentiation, the School may also utilize blended learning strategies that include:

- Opportunity to learn content that may not be offered in a traditional brick-and-mortar classroom (i.e. students can take a variety of world languages or electives to meet student interest)
- Remedial and credit recovery programs that provide opportunities for students to work at their grade level learning fundamental skills to make academic gains
- Unlimited access to work at the student's pace and time
- Pograms that accommodate "Flipped Learning," which allows students to learn the lesson at home and practice what is learned in the classroom
- Additional programs for advanced (enrichment) academics

ADVANCED COURSEWORK

High School Level Coursework in Middle school

Students in middle school who demonstrate readiness are eligible to take advanced courses in which they will earn high school credit. The possible courses offered include, but are not limited to, Algebra I, Geometry, Biology, Physical Science, and U.S. History. Entry of students into a high school level course is up to the discretion of the principal. The principal will take into consideration various factors to determine academic readiness, including student grades, performance on state assessments, and results from a screening exam. Students must be proficient in previous year's course, as well as perform in the upper quartile of the proficient levels on state assessments[3]. Students who wish to take Geometry must first take and pass the Algebra I course and EOC. Students who wish to take Algebra II must first take and pass the Geometry course and EOC. Students must maintain proficiency in the high school level course in order to maintain course enrollment.

College Credit Coursework in High School

Students in high school who demonstrate readiness are eligible to take advanced courses in which they may earn college credit.

SPECIAL PROGRAMS

English for Speakers of Other Languages (ESOL) Programs

In accordance with State Board of Education Rules 6A-6.0902, 6A-6.0903, 6A- 6.0904; 6A- 6.0908, students who are identified as English Language Learners (ELLs) must be given equal access to the general curriculum. ELLs are placed in courses based on need and eligibility. The student's Individual ELL Plan documents the instructional strategies required to ensure the student has an equal opportunity to master the General Education curriculum.

[3] Students who earned a 3, 4 or 5 on the state assessment are considered proficient or above proficiency.

Considerations for English Language Learners

In accordance with State Board of Education Rules 6A-6.0902, 6A-6.0903, and 6A-1.09432(6), students identified as ELL must meet the levels of performance indicated on the Student Progression Charts. Promotion for an ELL shall be based on the student's academic performance, regardless of the level of English Language proficiency. Retention of these ELL students requires the review and recommendation of the ELL Committee and may not be based solely on lack of English proficiency, demonstration of grade-level content knowledge in English, or on a score on any single assessment instrument. ELLs are required to meet student performance standards for the appropriate grade level. However, for ELLs whose Date Entered a United States School (DEUSS) falls within one (1) year prior to the assessment date may be exempt from participating in the English Language Arts component of the state assessment in accordance with 6A-1.09432. The Consent Decree and Title III requirement is to measure the student's ability toward attainment of the standards, regardless of whether that ability is demonstrated in English or the student's home language. The Consent Decree and Title III requirement is to measure the student's ability toward attainment of the standards, regardless of whether that ability is demonstrated in English or the student's home language.

An ELL Committee must meet to determine whether an ELL should be retained. Adequate progress, as defined in the ELL Plan and at least one (1) other criterion, shall be used by the Committee as grounds for promotion. An ELL may be retained, if the ELL Committee determines that the student has not progressed satisfactorily according to his/her ELL Plan.

Gifted Education Programs

Students enrolled in the Gifted Program have an opportunity to access a qualitatively differentiated curriculum, which consists of carefully planned, coordinated learning experiences that extend beyond the basic curriculum to meet the specific learning needs of the student.

Students identified as gifted, under State Board of Education Rule 6A-6.03019, have an Educational Plan (EP) that outlines goals, strengths, and weaknesses that provide direction for the instructional program. The Differentiated Instructional Program may include advanced-level content and enrichment that address the student's special abilities and interests.

Section 504 Accommodation Plans

A student is eligible for accommodations, under Section 504 of the Rehabilitation Act of 1973, if the student is determined to have a physical or mental impairment that substantially limits one (1) or more major life activities of such student. In addition, a student with either a record of impairment, or who is regarded as having impairment, is protected from discrimination under both Section 504 and the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act of 2008, effective January 1, 2009.

A student meets the requirement of being regarded as having impairment by establishing that the student has been subjected to a prohibited act because of an actual or perceived physical or mental impairment, whether or not the impairment limits or is perceived to limit a major life activity. This provision shall not apply to a student's impairments that are transitory and minor. A transitory impairment has an actual or expected duration of six (6) months or less. A 504 Team, consisting of knowledgeable individuals who are familiar with the student and who understand the evaluation data and special services options, must meet as necessary to determine if an otherwise qualified student's mental and/or physical impairment substantially limits one (1) or more of the student's major life activities.

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning,

reading, concentrating, thinking, communicating, and working. Major life activities also include the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

An episodic or in remission impairment is a disability if it would substantially limit a major life activity when active. Impairment that substantially limits one (1) major life activity need not limit other major life activities in order to be considered a disability.

The determination of whether the impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:

- Medication, medical supplies, equipment or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;
- Use of assistive technology;
- Reasonable accommodations or auxiliary aids or services; or
- Learned behavioral or adaptive neurological modifications. However, the ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether the impairment substantially limits a major life activity. To ensure compliance for all school decisions made under Section 504 and ADA, two (2) components are necessary. First, the parent(s) must always be notified of any meeting scheduled to determine eligibility or subsequent meetings to make changes to the Section 504 Accommodation Plan. Secondly, a 504 Team must make service, accommodation, and placement decisions. A Section 504 Accommodation Plan cannot be changed without proper parental notice and a 504 Team Meeting. The individual student's Section 504 Accommodation Plan documents the accommodations and/or modifications that are required to ensure that the student has an equal opportunity to access the General Education curriculum. [Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104]

Considerations for Section 504 Accommodation Plans

As outlined in Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104, a student's Section 504 Accommodation Plan documents each of the accommodations required to ensure the student receives a Free Appropriate Public Education (FAPE) and has an equal opportunity to access the General Education curriculum in the least restrictive environment. If a Section 504 Team decides to make any alteration to the delivery of instruction or student assignments for a student with an active Section 504 Accommodation Plan, such alteration must be documented in the student's 504 Accommodation Plan. A parent of a student with an active Section 504 Accommodation Plan must be notified of any proposed changes to the 504 Accommodation Plan. In addition, a parent must be given the opportunity to provide input on decisions made by the 504 Team.

A student with an active Section 504 Accommodation Plan must meet the School's levels of performance in order to be promoted. Parent(s) must be notified if a student with a 504 Accommodation Plan is being considered for retention. The Team must determine if the reason(s) for retention is/are caused by the disability of record on the active Section 504 Accommodation Plan. If the Team determines that the below grade level performance is caused by the disability, the student's placement must be re-evaluated.

The re-evaluation must include a review of the student's: records, the intellectual and academic abilities, and other pertinent information provided by the teachers. Comprehensive documentation regarding student placement must be provided each time re-evaluation occurs.

If the Section 504 Team determines that the below grade level performance is not caused by the disability, the student is treated in the same manner as any General Education student.

Exceptional Student Education (ESE) Programs

Pursuant to State Board of Education Rule 6A-6.03028, Individual Education Plans (IEPs) for students with disabilities enrolled in an Exceptional Student Education (ESE) Program must specify the specially designed instruction and related services that are necessary to meet each student's unique needs. Refer to Florida Statute 1003.57.

All students must be given access to the general curriculum, as is appropriate, in relation to their unique needs and abilities and as delineated on each student's IEP. For the majority of these students, the General Education standards should be the basis of their curriculum. For some students, modified standards and/or benchmarks in one (1) or more content areas may be more appropriate. Access Points are expectations for students with significant cognitive disabilities when accessing the General Education curriculum. Access Points reflect the core intent of the standards with reduced levels of complexity.

In all cases, the IEP Team, which must include the parent(s), makes special program placements and educational decisions. The IEP must include a statement of measurable annual goals, including benchmarks or short-term objectives, when appropriate, related to meeting the student's needs that result from the student's disability. During the IEP development process, the parent(s) and student, when appropriate, should be participants in the discussions around how the student will be involved/progress in the general curriculum, and how the student will participate in appropriate activities. The IEP shall also address how each of the student's other educational needs (that result from the student's disability) will be met. [State Board of Education Rule 6A-6.03028(3)(h)2]

The IEP will specify whether accommodations/modifications are necessary in the areas of curriculum, instruction, and assessment provided that the accommodations/modifications do not include modifications to the curriculum descriptions/frameworks or student performance standards. The IEP must be implemented as developed by the IEP Team. The IEP must contain an explanation of the extent, if any, to which the student will not participate with non-disabled students in the General Education class (Refer to the district's *Exceptional Student Education Policies and Procedures (SP&P)* for details). In compliance with the least restrictive environment mandate, a student with a disability may be removed from the General Education environment, only if the nature and/or severity of the disability is such that education in General Education classes, with the use of supplementary aids and services cannot be achieved satisfactorily [*Exceptional Student Education Policies and Procedures (SP&P)*].

The School shall establish procedures that provide the opportunity for one (1) or both of the student's parent(s) to participate in meetings and decisions concerning the student's IEP. A written notice of the meeting must be provided to the parents and must indicate the purpose, time, and location of the meeting, as well as whom, by title or position, will beattending.

Considerations for Exceptional Student Education (ESE) Students

In order to be promoted to the next grade level, a student with a disability who is enrolled in an ESE program must meet the School's performance indicators for the grade level in which he or she is enrolled. The primary responsibility for determining each student's level of performance is that of the General Education teacher, in collaboration with the Special Program teacher. The principal may (upon recommendation of the instructional staff and the IEP Team) determine that the promotion requirements have beensatisfied.

Other factors that may be considered to determine if promotion requirements have been met may include the following:

- Previous retention history;
- Current goals and objectives on the student's IEP;
- Social/emotional behavior;
- Attendance;
- Placement and a possible change in the current placement;
- Grades; and/or
- Current accommodations/modifications/services.

In accordance with Florida Statute 1008.25(1), it is the responsibility of the School to provide all students with effective instructional and remedial programs that monitor progress, promote continuous achievement, and make provisions for individual differences. Pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), the IEP for each child with a disability must include a statement of measurable annual goals, including academic and functional goals. The IEP must meet the child's needs that result from the disability to enable the child to be involved in and make progress in the General Education curriculum. The IDEA requires the LEA to provide a Free Appropriate Public Education (FAPE) to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course or grade, and is advancing from grade-to- grade. Generally, a FAPE must be available to all children with disabilities residing in the State between the ages of three (3) and twenty-one (21), inclusive, including children with disabilities who have been suspended or expelled from school. [34 C.F.R. § 300.101(a)] State law requires that ESE students who are included in the General Education curriculum must meet the School's and/or State levels of performance for student progression; unless the student's IEP Team determined that the student should follow a modified curriculum aligned with ESE course requirements and benchmarks.

State law prohibits social promotion for any public-school student, including ESE students. Social promotion occurs when a student is promoted based on factors other than the student achieving School and state levels of performance for student progression. The law mandates that "No student may be assigned to a grade level based solely on age or other factors that constitute social promotion." [Florida Statute 1008.25(6)(a)]

This law includes specific Good Cause Exemptions to the state's promotion requirements. With specific reference to ESE students, the law exempts "Students with disabilities whose Individual Education Plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule." [Florida Statute 1008.25(6(b)(2)]

ESE students must participate in statewide assessments, unless their current IEP indicates that participation in statewide assessments is not appropriate, consistent with applicable State Board of Education requirements. (Refer to Florida Statute 1008.212 as to the extraordinary exemption that must be granted by the Education Commissioner to exempt the student from taking the assessment.)

Extended School Year (ESY) for Exceptional Student Education (ESE) Students

Extended School Year (ESY) services means specially designed instruction and related services that are provided to an ESE student beyond the normal school year of the School in accordance with the student's IEP. ESY services must meet State Educational Standards and are always at no cost to the parent.

In accordance with State Board of Education Rule 6A-6.03028(3)(g)(12) ,at least annually, an IEP Team for each ESE student must consider whether ESY services are necessary for the provision of a Free Appropriate Public Education (FAPE) to the student. ESY services must be provided if a student's IEP Team determines, on an individual basis, that the services are necessary for the provision of a FAPE to the student. The IEP Team will determine the goals and objectives using the current IEP and documentation of progress. ESY services may not be limited to particular categories of disability or unilaterally limit the type, amount, or duration of those services. An ESE student who fails a General Education course would follow the same guidelines for promotion and retention as stated further in this document under Performance Levels for Student Promotion.

ASSESSMENTS—STATEWIDE, SCHOOL & END-OF-COURSE ASSESSMENTS

Statewide Assessments

In accordance with Florida Statute § 1008.22, all eligible students in grades 3 and above must participate in all regular state-mandated assessments for accountability purposes, except as prescribed by the Commissioner of Education. Students must take the state assessment aligned to their course enrollment.

The Florida Assessment of Student Thinking (FAST) refers to the new Coordinated Screening Progress Monitoring (CSPM) System assessments, which are aligned to the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards.

FAST VPK-2

The FAST VPK-2 assessments for Early Literacy, Reading and Math will be administered three times per year. PM1-PM3 will occur within the FLDOE state assessment windows. These computer-adaptive assessments are Renaissance's Star Early Literacy, Star Reading and Star Math.

English Language Learners (ELLs)

For ELLs, administration of FAST VPK-2 assessments should be conducted as close as possible to the conclusion of the 30-day administration period and after the English language proficiency test has been administered. A student identified as ELL should be screened, unless the student has arrived in the United States in the last thirty (30) days and has sufficient difficulty speaking, reading, writing or understanding the English language.

FAST 3-10 Reading and 3-8 Math

Each subject-area test will be administered in one session. PM1 and PM2 will be used for informational purposes only and will not be used for accountability. PM3 will be a summative assessment used for accountability purposes. Tests will be computer-adaptive through Cambium's Test Delivery System (TDS) secure browser.

Florida Statewide Science Assessment (SSA)

The statewide, standardized Science assessment shall be administered annually at least once at the elementary and middle grades levels. The SSA measures student achievement of the Next Generation Sunshine State Standards in science. Usually students in grades 5 and 8 participate in the statewide science assessment. Students enrolled in accelerated science pathways and courses may take these assessments in earlier grade levels in order to accelerate their learning.

End-of-Course Assessments

All middle school students enrolled in any of the courses that require an End-of-Course (EOC) Assessment shall participate in the EOC Assessment administration that is specific to that course. Students in middle grades who are enrolled in any other EOC courses must take the aligned EOC assessment.

The following tables list the statewide assessments administered for each grade level and subject area based on the FLDOE as of May 2024[4]:

Category	Assessment	Grade Level
Florida Assessment of Student Thinking (FAST)	Renaissance STAR Early Literacy, Reading and Math	VPK-2
Florida Assessment of Student Thinking (FAST)	FAST Reading	3-10
Florida Assessment of Student Thinking (FAST)	FAST Writing	4-10
Florida Assessment of Student Thinking (FAST)	FAST Mathematics	3-8*

Category	Assessment	Grade Level
BEST EOCs	Algebra 1 Geometry	Middle School/High School*
NGSSS EOCs	Civics	Middle School
	U.S. History Biology 1	Middle School/High School*

Category	Assessment	Grade Level
Next Generation Sunshine State Standards (NGSSS) Assessments	Statewide Science Assessment	5 & 8*
Re-takes	10th ELA Re-takes	High School

**See notation for acceleration opportunities above*

The Florida Standards Alternate Assessment (FSAA)

The FSAA provides options to those students for whom participation in the Florida Standards Assessment (FSA) is not appropriate, even with accommodations, as identified in the student's Individualized Education Plan (IEP). It is expected that only students with the most significant cognitive disabilities who are eligible under the Individuals with Disabilities Education Act (IDEA) will participate in the FSAA.

Subject Grade	Grade
Access ELA	3-10
Access Math	3-8
Access Science	5 & 8
Access Civics	7
Access Algebra 1 Access Biology 1 Access Geometry Access U.S. History	High School

[4] This chart is subject to change based on adjustments made by the FLDOE.

ACCESS for ELLs

ACCESS for ELLs must be administered to all K-12 students classified as ELL with a code of LY on the first day of the test administration window.

School Assessments

Listed below are measurement tools that will be used for assessment purposes to monitor progress throughout the year. These are all used to determine the progress of students with regard to mastery of the standards and reaching a level of proficiency on statewide assessments. The listed assessment tools do not preclude the School from incorporating other measures that may be determined necessary to support the mission of the School or may be required per Florida law.

- Interim Diagnostic Assessments, which include up to three administrations in the areas of English/language arts, mathematics, and science. The Northwest Evaluation Association (NWEA) currently provides the Measures of Academic Progress (MAP) Growth.
  - NWEA MAP Growth for Reading and Math: Aligned to the BEST Standards, MAP assesses students with engaging, ability-appropriate content. NWEA is an adaptive assessment; therefore, as a student responds to questions, the test difficulty adjusts to the student's zone of proximal development.
  - NWEA MAP Growth for Science: Aligned to state science standards, test items are helpful for assessing students up to and including 8th grade, prior to more specialized science curriculum in high school, and measures student mastery of science concepts within the three major domains of science: life sciences, earth and space sciences, and physical sciences. Administration of MAP for Science is required in grades 5 and 8, but the School will have the option of offering this assessment to other grade levels (including Biology) if desired.
- Benchmark Assessments and Instructional Focus Assessments (IFAs) will be used to gauge students' progress on mastery of the Guaranteed and Viable Curriculum (GVC). These assessments will be administered after standards are taught and will be scheduled in between diagnostic assessment periods.
- Standards-Based Classroom Assessments are formative assessments that are designed to evaluate whether a student has mastered (a) specific standard(s). Each assessment will measure the academic performance of each student on (a) particular standard(s), based on content that has been introduced and practiced.
- NWEA MAP Reading Fluency is an early literacy assessment that will be administered up to three times annually in grades K-2 to monitor progress of students' literacy skills aligned to the science of reading, and to provide formative assessment data to teachers.

Assessment Accommodations

Allowable accommodations will be provided to eligible students on school and state assessments in accordance with their IEP, 504 and/or ELL plan.

National and International Education Comparisons

Pursuant to Florida Statute 1008.22 (2), Florida school districts shall participate in the administration of the National Assessment of Educational Progress, or similar national or international assessments, both for the national sample and for any state-by-state comparison programs that may be initiated, as directed by the Commissioner. The administration of such assessments shall be in addition to, and separate from, the administration of the statewide, standardized assessments.

GRADING POLICY

Academic grades are a reflection of student mastery of the standards being taught and should not be skewed by non-academically related aspects. This grading approach provides teachers with a more accurate indicator of the proficiency level of the student as it relates to state standards. Students must be present in school to complete any mastery assignments or assessments. Therefore, student academic work will not be graded based on behavior and students will not be academically penalized for turning in late assignments or cheating. However, students will receive appropriate behavioral consequences for these actions, in addition to completing an alternative, standards-based assignment or assessment to measure mastery in instances of cheating or plagiarism.

Students will be given ample opportunity to practice the standards taught both in class and through home learning assignments, in order to demonstrate what they have learned. A child who does not complete class work during school hours may have to complete this work in addition to home learning assignments. The purpose of home learning assignments is to develop study habits in children early on in their academic lives and reinforce concepts that have been taught or to work on projects that have been assigned. If a student fails to turn in home learning, he/she should complete it for the following day. If a child consistently fails to complete home learning, there may be consequences in the classroom. It is important to note that home learning is the student's responsibility.

Parents will have real-time access to grades in the electronic grade book, and teachers will communicate with families before a report card with final grades is issued to address any concerns about students who are failing. Students enrolled in college level classes (i.e. AICE, IB, AP) may have differentiated grading policies.

Grading Scale

Academic Grades	
Kindergarten through First Grade Scale: E, S, N, U	**Second Grade through Twelfth Grade** Scale: A, B, C, D, F
E = Excellent (90-100)	A = 90-100
S = Satisfactory (75-90)	B = 80-89
N = Needs Improvement (65-74)	C = 70-79
U = Unacceptable (0-64)	D = 60-69
	F = 0-59

Citizenship Grades
The Citizenship Grade is comprised of three personal development skills: conduct, effort, and participation.
Scale: E, S, N, U
E = Excellent S = Satisfactory N = Needs Improvement U = Unacceptable

REPORTING STUDENT PROGRESS

The School will utilize a proprietary report card to keep parents informed of their child's academic growth. The report card will give parents a comprehensive overview of their child's current skill level and a measure of his/her progress toward attaining mastery of the standards, as it contains both a practice grade and a mastery grade. It also includes a component regarding citizenship, aligned with integrated character education, which measures student performance based on conduct, participation, and effort. Attendance reports will also be included, noting absences and tardies.

Parent Notification Requirements

Parent(s) must be notified in writing of the School's promotion requirements. Parent(s) of English Language Learners (ELLs) must be notified using the appropriate translated version of the School's promotion requirements.

All notifications to parent(s) who are not proficient in the English Language shall be in the language or other mode of communication commonly used by the parent(s) unless such communication is clearly not feasible.

School personnel will notify parent(s) in writing of student progression requirements within the first two (2) months of school. The requirements may be included in the parent/student handbook or sent home in some other written form. [Florida Statute 1008.25]

The parent(s) of a student who is not making adequate progress will be notified in writing each marking period in the comment section of the student's report card. As outlined in Florida Statute 1008.25(8)(a), an annual written report must be provided to the parent of each student on the student's progress toward achieving proficiency.

Frequency of Grade Reports/Progress Reports

All students will receive the Report Card at the end of each marking period. The Progress Report will be distributed to families at the mid-point of every marking period.

Based on guidelines from the LEA, parent(s) of students with disabilities enrolled in Exceptional Student Education (ESE) must also be informed of their child's progress toward his or her annual Individual Education Plan (IEP) goals at least as often as their non-disabled peers receive report cards.

STUDENT PROMOTION PERFORMANCE LEVELS

Reading, Writing, Mathematics, and Science

The School expects students to progress through specific levels of performance in ELA, mathematics, social studies and science for each grade level. Social studies and science standards and expectations are infused within ELA for K-5. These levels of performance will be used to identify students who must receive remediation and may be retained, as well as students who have mastered content and wish to move beyond the expectation for students in the same grade level. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion or administrative placement, as referenced in Florida Statute 1008.25(6)(a). No student may be retained solely on the basis of standardized assessments. Students shall meet the appropriate performance levels for Next Generation Sunshine State Standards (NGSSS) or Florida BEST Standards, as set forth in State Board of Education Rule 6A-1.09401.

Promotion

If a student masters any of his or her current grade level benchmarks prior to the ending of the school year, that student will have the opportunity to work toward mastery on standards above his/her grade level. Any student who masters grade level material and is provided instruction and learning opportunities above their current grade level assignment will continue to participate in whole group activities and electives with their same aged peers.

Retention

Recommendation for Promotion/Retention

The school must provide compelling, verifiable evidence when student performance on appropriate grade level assessments is not indicative of daily classroom performance. Factors outside of state assessments may include, but are not limited to, the following:

- Previous retentions;
- Level of text at which student is independently successful;
- Observations and/or checklists;
- Interim benchmark assessment data;
- Student portfolios;
- Instructional focus assessments;
- Classroom assessments; and/or
- Current grades/marks.

The ultimate decision for promotion or retention is made by the Principal based on evaluation of verifiable evidence.

K-5 Student Progression Charts

At CSUSA, reading is a primary focus in compliance with Florida Statute 1002.33(7)(a)2. The Student Progression charts show identified performance levels as they relate to state assessments, as well as other assessments and indicators pursuant to Florida Statute 1008.25(2)(a). While progression from one grade to the next is based on mastery of standards in core subject areas – English language arts, Math, Science, and Social Studies – all grade levels can take into consideration multiple factors with regard to promotion and retention. This includes performance in all areas and social and emotional readiness. The following chart is a guide for teachers and administrators to appropriately target students who may be eligible for promotion or retention. The teacher, parent, Response to Intervention (RtI)/Multi-Tiered System of Support (MTSS) representative, and Principal will work together to ensure a plan is in place to support students. The ultimate decision for promotion or retention is made by the Principal.

K-2 Student Progression Chart
Promotion Criteria Guidance based on Spring/End-of-Year benchmark data

Promote Above Grade Level (AGL)	**Promote On Grade Level (OGL)**	**Promote with PMP Below Grade Level (BGL)**	**Retain with PMP- Below Grade Level**

Grade Level	**Decision**	**NWEA *MAP Reading Fluency***	**NWEA *Reading***	**NWEA *Math***	**iReady *Reading***	**iReady *Math***	**Lexile Level**	**FAST *Early Literacy/ Reading***	**FAST Math**
K	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	165+	80%ile or above	80%ile or above
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	110-164	Between 50%ile – 79%ile	Between 50%ile – 79%ile
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	BR	Below the 50%ile	Below the 50%ile
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	NR	Below the 20%ile	Below the 20%ile
1st	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	571+	80%ile or above	80%ile or above
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	165-570	Between 50%ile – 79%ile	Between 50%ile – 79%ile
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	137-164	Below the 50%ile	Below the 50%ile
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	136 and below	Below the 20%ile	Below the 20%ile
2nd	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	796+	80%ile or above	80%ile or above
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	425-795	Between 50%ile – 79%ile	Between 50%ile – 79%ile
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	367-425	Below the 50%ile	Below the 50%ile
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	366 and below	Below the 20%ile	Below the 20%ile

3-5 Student Progression Chart
Promotion Criteria Guidance based on Spring/End-of-Year benchmark data

Promote- AGL Above Grade Level	Promote- OGL On Grade Level	Promote – BGL with PMP- Below Grade Level	Retain with PMP- Below Grade Level

Grade Level	Decision	NWEA *MAP Reading Fluency*	NWEA *Reading*	NWEA *Math*	iReady *Reading*	iReady *Math*	Lexile Level	FAST *Reading*	FAST *Math*
3rd	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	986+	4+	4+
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	645-985	3	3
	Promote - BGL	Approaching	See Good Cause Requirements as Applicable				610-644	2	2
	Retain	Below	See Good Cause Requirements as Applicable				609 and below	1	1
4th	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	1161+	4+	4+
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	850-1160	3	3
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	815-850	2	2
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	814 and below	1	1
5th	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	1261+	4+	4+
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	950-1260	3	3
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	900-949	2	2
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	899 and below	1	1

NOTE: In accordance with Florida Statute 6A-1.094221, students earning an NWEA MAP RIT score or iReady scale score in the 50th percentile or higher (197+ based on the NWEA MAP RIT Scale Norms Study and 534+ based on the iReady Percentile to Score Conversion) in the Spring testing window qualify for a good cause exemption for promotion to fourth grade based on an approved alternative standardized reading assessment if MAP/iReady was administered AFTER the third-grade FAST Reading assessment. MAP/iReady may be administered up to two times total (in the Spring window) if there are at least 30 days between administrations. See Third Grade Mandatory Retention section for more information.

Middle School Progression

The credit requirements prior to entry into high school are as follows:

Course	Credits	Requirements
English Language Arts	3	Can be middle or high school level courses.
Mathematics	3	Can be middle or high school level courses. EOC assessments count for 30% of the student's grade in that course, while S1 and S2 both count for 35% each.
Science	3	Can be middle or high school level courses. Students enrolled in Comprehensive Science 3 (or an equivalent course) will take the Statewide Science Assessment. The Biology EOC assessment counts for 30% of the student's grade in that course, while S1 and S2 both count for 35% each.
Social Studies	3	Can be middle or high school level courses. EOC assessments count for 30% of the student's grade in that course, while S1 and S2 both count for 35% each. One of these courses must be a civics education course (usually enrolled in 7th grade), which is accompanied by an EOC assessment. State requirements for career planning may be met through
Physical Education	1.5	Students must take physical education for one semester of each year, unless a qualifying waiver is in place.
Electives	4.5	Can be middle or high school level courses. Elective options will be determined based on student interest and school identity. Students that are participating in course recovery to meet promotion criteria may be required to waive their elective course.

Students must pass each semester with a grade of "D" or higher in the core subject areas to be promoted to 9th grade.[5] The school will implement proactive measures to avoid and address course recovery needs. Below are options that each student will be offered in order to recover their grades and pass each course.

- If a student fails the first two quarters, he or she may:
  - Participate in course recovery for the second semester and be assigned content from the entire first semester
  - Participate in course recovery over the summer and be assigned content from the entire first semester

[5] Some final grade calculations may be changed to align with district SIS calculations.

- If a child fails the second two quarters, he or she may:
  - Participate in course recovery over the summer and be assigned content from the entire second semester
- If a child fails the entire course, he or she may:
  - Participate in course recovery over the summer and be assigned content from the entire year
  - Participate in course recovery the following school year

A student may only have the option to participate in course recovery in the following school year for **one** course in either social studies or science. If a student fails ELA or Mathematics, then he or she must participate in course recovery during the current school year or over the summer.

The student is issued the failing grade until one of the above options is successfully completed.

In addition, the following options may be used as alternate documentation of successful completion of required courses:

- Student has successfully completed the course through the blended program offered at the School.
- Student has scored an acceptable level (3, 4, or 5 in ELA, Math, Science, Algebra I, Geometry, Biology or Civics) on subject related FAST, NGSSS Statewide Science Assessment or EOC.
- Student has successfully completed the course through a summer or tutorial program.
- Student is a transfer student with documentation showing successful completion of core content courses.
- Student has documented mastery of course requirements by receiving a grade of C or better on a final exam, semester exams, or an end-of- course exam.

Students completing eighth grade will be promoted to ninth grade following successful completion of the above requirements. Students will be retained in eighth grade if any of the above requirements are not met. If a student does not pass a required core semester class in sixth, seventh or eighth grade, and does not meet one of the alternate documentation methods, parents will be notified that the student will not be eligible for promotion to high school and will be retained in 8th grade unless the courses are successfully completed through credit recovery options. The final decision regarding grade placement is the responsibility of the principal.

Middle school students must have the equivalent of one class period per day of physical education for one semester of each year. Students in grade K-8 are eligible to waive the physical education requirement if they meet any of the following criteria:

- The student is enrolled or required to enroll in a remedial course.
- The student's parent indicates in writing to the school that the parent requests the student be enrolled in another course from among the courses offered as options by the School.
- The parent indicates in writing that the student is participating in physical activities outside the school day, which are equal to or in excess of the mandated requirement.

Credit Requirements for High School Graduation

Students entering grade nine as of 2021-2022 need to complete the requirements below from the Florida Department of Education in order to graduate. Students will be offered the 24-credit standard diploma option and may be offered either (or multiple combinations of) the Advanced International Certificate of Education (AICE) diploma, the International Baccalaureate (IB) diploma and/or the Advanced Placement (AP) diploma. Industry certification options may also be offered. Some requirements below are eligible for exemption for students obtaining an AICE Diploma.

CREDIT REQUIREMENTS	
English Language Arts (ELA) – 4 credits	ELA I, II, III, IV Honors, AICE, IB and/or AP courses may satisfy this requirement
Mathematics – 4 credits	Must Include Algebra 1 and Geometry Honors, AICE, IB and/or AP courses may satisfy this requirement
Social Studies – 3 credits	1 credit in World History 1 credit in U.S. History .5 credit in U.S. Government .5 credit in Economics with Financial Literacy *New financial literacy requirement of .5 credit for the 2023-2024 ninth grade cohort and beyond.* Honors, AICE, IB and/or AP courses may satisfy this requirement
Science – 3 credits	Must include Biology I, and two equally rigorous science courses Two of three required credits must have a laboratory component Honors, AICE, IB and/or AP courses may satisfy this requirement

OTHER REQUIREMENTS	
1 Credit	Fine/Performing Arts, Speech and Debate, or Practical Arts
1 Credit	Physical Education (to include the integration of health)
7.5 Credits	Electives
.5 Credits	Personal Financial Literacy
Students must earn a 2.0 unweighted grade point average on a 4.0 scale	

The School will offer courses made available by Florida Department of Education. The courses listed will be connected with course codes out of the Florida Department of Education course code directory as provided on their website at this link. Students earning AICE or AP Capstone Diplomas may receive a waiver for FLDOE approved graduation requirements.

Course/Credit Recovery

All available assessment results, including the results of statewide, standardized English Language Arts assessments and end-of-course assessments for Algebra I and Geometry, will be used to advise students in grades 9-12 of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation.

Students in grades 6-12 may validate mastery of the content standards in the failed courses through the following options:

- Retaking the course through course recovery offered by the School. The students may be required to waive an elective course.
- Coursework in the summer on school grounds.
- Repeating the course at the school during the elective period.

As stated in Middle School Progression, below are options that each student will be offered in order to recover their grades and pass each course.

- If a student fails the first two quarters, he or she may:
  - Participate in course recovery for the second semester and be assigned content from the entire first semester to re-take
  - Participate in course recovery over the summer and be assigned content from the entire first semester
- If a child fails the second two quarters, he or she may:
  - Participate in course recovery over the summer and be assigned content from the entire second semester
- If a child fails the entire course, he or she may:
  - Participate in course recovery over the summer and be assigned content from the entire year
  - Participate in course recovery the following school year

A student may only have the option to participate in course recovery in the following school year for **one** course in either social studies or science. If a student fails ELA or Mathematics, then he or she **must** participate in course recovery during the current school year or over the summer.

The student is issued the failing grade until one of the above options is completed. School administrators may reach out to their state team or their Edgenuity representative for more information on course recovery implementation.

THIRD GRADE MANDATORY RETENTION AND GOOD CAUSE EXEMPTIONS

Florida Statute 1008.25 addresses reading and requires remediation of deficiencies in grades K-3. If the student's reading deficiencies are not remedied by the end of 3rd grade, as demonstrated by scoring at Level 2 or higher on the statewide reading assessment for 3rd grade, the student must be retained. This statute specifies the conditions for granting exemptions for Good Cause. Good Cause Exemptions shall be limited to the following seven scenarios:

1. Limited English proficient students who have had less than 2 years of instruction in an English for Speakers of other Languages (ESOL) program based on the initial date of entry into a school in the United States.
2. Students with disabilities whose Individual Education Plan (IEP) indicates that participation in the statewide assessment program is not appropriate, consistent with the requirement of Section 1008.212, F.S.
3. Students who demonstrate an acceptable level of performance on an alternative standardized English Language Arts assessment approved by the State Board of Education, which includes NWEA MAP and iReady (see progression chart for grade 3 within this document).
4. Students who demonstrate, through a student portfolio, that he/she is performing at least at Level 2 on the statewide, standardized English Language Arts assessment. (See Good Cause Portfolio below.)
5. Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an IEP or a Section 504 Accommodation Plan that reflects that the student has received intensive remediation in reading for more than two (2) years, but still demonstrates a deficiency and was previously retained in pre-K, kindergarten, grade 1, grade 2, or grade 3.
6. Students who have received intensive reading intervention (not remediation) for 2 or more years, but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2, or grade 3, for a total of two years. A student may not be retained more than once in grade 3.

Third Grade Good Cause Exemption Documentation

The classroom teacher must provide the principal with documentation that indicates the student should be promoted based on one (1) of the Good Cause Exemption criteria listed above. This documentation should consist only of the existing Individual Education Plan (IEP), 504 Accommodation Plan and/or Progress Monitoring Plan (PMP), the report card, the student portfolio, or other qualifying assessment data. Documentation for Exemptions 3 and 4 shall be consistent with Florida Statute 1008.25(6)(c).

In the case of Good Cause Exemptions due to academic performance (mandatory retention at 3rd grade only), the teacher will complete all necessary documentation for the student portfolio results. Instructional Focus Assessments (IFAs), assessments from our core reading curriculum and CSUSA portfolio assignments may be used to track standard mastery for third grade portfolio purposes. The school principal and administrative team shall review and discuss such recommendation with the teacher and make the determination as to whether the student should be promoted or retained.

Students who are promoted to grade 4 with a good cause exemption will be provided with supports and interventions in accordance with Florida Statute 1008.25(5)(c).

Mid-Year Promotion of Retained Third Grade Students

In accordance with State Board of Education Rule 6A-1.094222, students retained in grade 3 that can demonstrate that he/she is a successful and independent reader and performing at or above grade level in reading and language arts may be promoted midyear. Midyear promotions should occur during the first semester of the academic year. Documentation for midyear promotion should include successful completion of portfolio elements that meet State criteria or satisfactory performance on a locally selected standardized assessment. Midyear promotion for third grade students is conducted in collaboration with the district. [Florida Statute § 1008.25(7)(b)3]

A student portfolio (described above) that is used to document during-the- school-year promotion to grade 4 must have evidence of the student's mastery of 3rd grade Language Arts Florida Standards and beginning mastery of the 4th grade standards.

Per Florida Statute 1008.25(7)(b)(3), students promoted during the school year after November 1 must demonstrate proficiency levels in reading equivalent to the level necessary for the beginning of grade 4 and provide a reasonable expectation that the student's progress is sufficient to master appropriate grade 4 level reading skills.

Summer Reading Academy

In accordance with Florida Statute 1008.25(7)(a)&(7)(b), the purpose of the Third Grade Summer Reading Academy, usually provided by the local school district, is to provide extended instructional services and support to students who score Level 1 on the Grade 3 statewide, standardized ELA/Reading assessment, by providing them with extended intensive interventions that must include effective instructional strategies, and appropriate teaching methodologies necessary to assist those students in becoming successful readers, able to read at or above grade level, and ready for promotion to the next grade.

Whole-Grade and Mid-Year Promotion

The school will adhere to all statutory requirements regarding mid-year promotion for retained third grade students according to State Board Rule 6A- 1.094222 Standards for Mid-Year Promotion of Retained Third Graders. In all other grade levels, students will progress according to the progression charts found earlier in this document and the School Principal will make all final decisions regarding whole-grade and mid-year promotions.

ACRONYMS LIST

504 – Section 504 of the Rehabilitation Act of 1973
ADA – Americans with Disabilities Act
AICE – Advanced International Certificate of Education
AP – Advance Placement
BEST – Benchmarks for Excellent Student Thinking
DH – Department of Health
ELA – English Language Arts
ELL – English Language Learners
EOC – End-of-Course Assessment
EP – Education Plan
ESE – Exceptional Student Education
ESOL – English for Speakers of Other Languages
ESY – Extended School Year
FAPE – Free Appropriate Public Education
FAST – Florida Assessment of Student Thinking
FLDOE- Florida Department of Education
FLKRS – Florida Kindergarten Readiness Screener (AKA STAR)
FAA- Florida Alternate Assessment
FTE – Full-Time Equivalent Enrollment
GVC – Guaranteed and Viable Curriculum
IDEA- Individuals with Disabilities Education Act
IFA – Instructional Focus Assessment
IEP – Individualized Education Program
LEA – Local Education Agency
MAP – Measures of Academic Progress
MPG – MAP for Primary Grades
MRF – MAP Reading Fluency
MTSS – Multi-Tiered System of Supports
NGSSS – Next Generation Sunshine State Standards
NWEA – Northwest Evaluation Association
PMP – Progress Monitoring Plan
RIT – Rasch Unit Scale
RTI – Response to Intervention
SP&P – ESE Policies and Procedures
SWD – Students with Disabilities

Attachment X

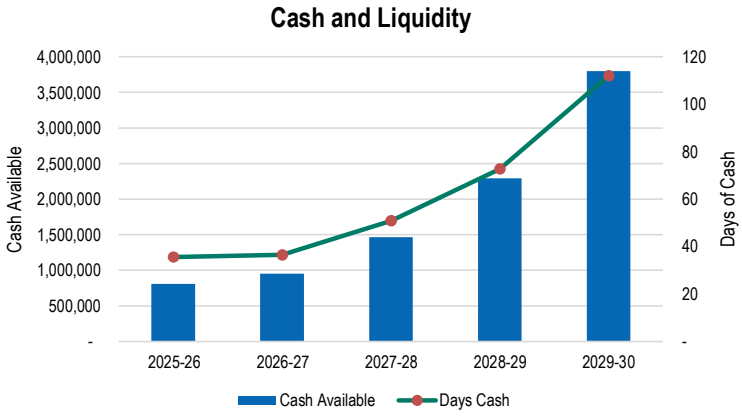
Five-Year Proposed Budget

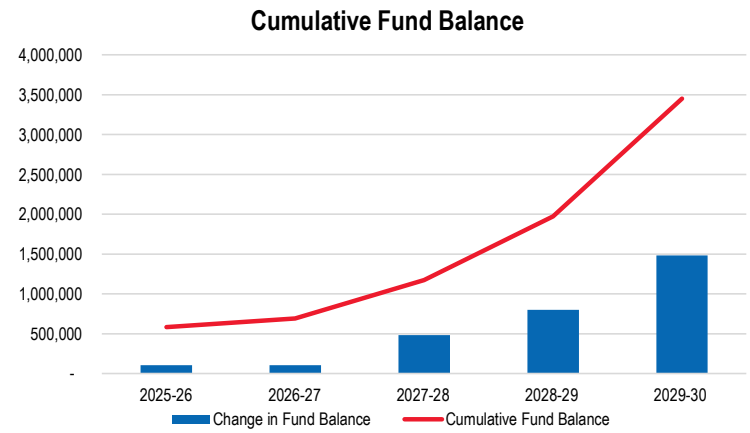
Manatee Charter School, FL				
Revenue	**Note #**			
Government				
Per Pupil Allocation	1		-	Yr 1 Student Allocation of $9,018
				Years one through five assume an inflation of 2% respectively, in total per student revenue based on CPI forecasts
Special Needs and ESOL	2		-	State funding for ESE students - 7.5% ESE population and 13.4% ESOL population is assumed and maintained for future years
Other Government	3		-	Any other state or government funds available to the school
Capital Outlay:	4		-	Capital outlay funding estimate is based on $897 per student and adjusted for inflation and enrollment increases in subsequent years
Board Refund over 250 Students:	5		-	None in this model
Grants & Fundraising:	6		-	Assumes grant revenue
Miscellaneous Revenue	7		-	Based on Miscellaneous, Interest and Other Programs Revenue
Expenses				
Salary Related Expenses				
Administration Staff	8			Salary and hourly wages for school administration
Instructional Staff	9			Salary and hourly wages, Stipends, and Tutoring for instructional staff
Bonus Pool for Schoolwide Incentives	10			Bonus set aside for incentive goals, equal to 0.9% of state funding in applicable years
Benefits (Health, Dental, etc)	11			Benefits for FT employees
Workers Compensation	12			Workers Compensation Insurance
Payroll Taxes	13			Allowance for FICA, Medicare and state and federal unemployment taxes
Professional Services				
Legal Fees	14		-	Potential legal fee, outside counsel, needed filing and documentation etc.
Accounting Services - Independent Audit	15		-	Independent Audit
Personnel Management Cost	16		-	All Aspects of business administration and personnel functions
Finance and Accounting Services Cost	17		-	Accounting and Finance Operations
Educational Intellectual Property and Curriculum Costs	18		-	Implementation of educational goals and programs and selection of instructional materials, equipment and supplies
Procurement/Vendor Management Costs	19		-	Outsourced Services that flow directly to the school
Support Center General Overhead & Fee	20		-	Allotment for other management company services
Outside Staff Development Consulting Fees	21		-	Registration for and travel to Teacher training and professional development courses and seminars.
Temporary Agency Fees	22		-	Fees paid to agencies providing temporary services
Fee to County School Board	23		-	The Administrative fee paid to the sponsoring school district for administrative services
Professional Fees - Other	24		-	Funds set aside for School Board's discretionary use
Marketing & Enrollment	25		-	Advertising and marketing for students
Staff Recruitment	26		-	Advertising and recruiting for School's staff
Computer Services fees	27			For Education related software
Vendor Services				
Contracted Pupil Transportation	28		-	Contracted bus service
Extra-Curricular Activity Events	29		-	Expense of transportation to and cost of extra curricular events such as sports, performances, etc
Contracted Food Service	30		-	Third party food provider, partially offset by revenue received from Free and Reduced Lunch program and paid lunches
Background / Finger Printing	31		-	Expense for employee background checks and fingerprinting
Drug Testing Fees	32		-	Expense for employee drug testing
Licenses & Permits	33		-	Expense for any required license or permits
Bank Service Fees	34		-	Normal banking fees
Contracted Custodial Services	35		-	Contracted Custodial service based on contracts at similarly sized locations and current quotes
Contracted Security	36		-	Contracted Security patrols and alarm monitoring services based on contracts at similarly sized locations and current quotes
Other Operating Expenses				
Travel/Auto	37		-	Staff travel for special trips (auto expenses)
Airfare	38		-	Airfare for staff travel for special trips
Meals	39		-	Staff meals while traveling to and from special trips
Lodging	40		-	Staff lodging while traveling to and from for special trips
Business Expense - Other	41		-	Other expenses incurred for business
Dues & Subscriptions	42		-	Memberships in educational associations and subscriptions to trade journals (including accreditation, if applicable)
Printing	43		-	Any offsite printing of instructional, informational or promotional materials based on usage of similarly sized schools
Office Supplies	44		-	All office materials and supplies based on usage of similarly sized schools
Medical Supplies	45		-	In school medical supplies for nurse
Instruction Expense				
Textbooks & Reference Books	46		-	Cost of Textbooks & Reference Books at $14 per incremental child
Consumable Instructional (Student)	47		-	Consumables supplies, paper, pencils, workbooks etc. based on $48 per student adjusted for inflation in subsequent years
Consumable Instructional (Teacher)	48		-	Teachers' consumable instructional resources and supplies etc
Library Books	49		-	Costs to outfit a library
Testing Materials	50		-	Student testing and evaluative resources and supplies $2 per student adjusted for inflation in subsequent years
Contracted SPED Instruction	51		-	Contracted special education instructional services $224 per child adjusted for inflation in subsequent years
Administrative Expenses				
Telephone & Internet	52		-	Land line, Internet, and cellular phone usage based on similarly sized locations
Postage	53		-	Postage usage based on similarly sized locations
Express Mail	54		-	Overnight mail usage based on similarly sized locations
Electricity	55		-	Power usage based on similarly sized locations
Water & Sewer	56		-	Water and Sewer usage based on similarly sized locations
Waste Disposal	57			Waste Disposal based on similarly sized locations
Pest Control	58		-	Pest Control based on similarly sized locations
Maintenance & Cleaning Supplies	59		-	Maintenance and cleaning supplies not cover by contracted custodial based on similarly sized locations
Building Repairs & Maintenance	60		-	Building maintenance not cover by contracted custodial based on similarly sized locations
Equipment Repairs & Maintenance	61		-	Equipment repairs and maintenance based on similarly sized locations
Miscellaneous Expenses	62		-	Miscellaneous based on similarly sized locations
Fixed Expense				
Rent	63		-	Facility rent -Based on Rent Schedule
Office Equipment - Leasing Expense	64		-	Cost for leasing office equipment not financed
Professional Liability & Property Insurance	65		-	Cost of insurance
CAPITAL EXPENSES				
Capital Outlay (Capitalized)				
Computers Hardware	66		-	Any computer hardware
FF&E	67		-	Furniture, Fixtures and Equipment
Computers Software	68		-	Computer Software
Other	69		-	Any other capital purchases
Proceeds from Long Term Debt	70		-	Facility bond financing
Repayment of Long-Term Debt	71		-	Principal & interest payments of debt used for the purchase of capital equipment

5-Year Financial Projection Summary

Manatee Charter School

Manatee Charter School, FL	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
Revenue					
Total Enrollment	725	825	925	1,030	1,145
Per Student Revenue	$9,018	$9,199	$9,383	$9,570	$9,762
Annual per Student Revenue Increase	2%	2%	2%	2%	2%
Capitation Revenue	$ 6,538,342	$ 7,588,986	$ 8,679,041	$ 9,857,514	$ 11,177,272
Total Revenue	**8,959,305**	**10,218,657**	**11,525,229**	**12,937,715**	**14,519,432**
Expenses					
Fee for Support Center Services	615,325	1,299,271	1,743,558	1,817,830	1,996,945
Percent of Revenue	*7%*	*13%*	*15%*	*14%*	*14%*
Operating Expenses (less Mgt Fee & Incr. Rent)	6,868,784	7,433,652	7,991,831	8,919,094	9,616,574
Operating Expense Inflator	2%	2%	2%	2%	2%
Compensation Increase Inflator	2%	2%	2%	2%	2%
Debt Service & Capital Expenses less Proceeds	1,368,944	1,380,383	1,307,434	1,402,113	1,425,551
Cash & Fund Balance					
Working Capital	75,547	160,898	618,304	1,391,982	2,842,343
Cash Available	807,525	953,135	1,465,103	2,292,351	3,794,532
Days Cash	**36**	**37**	**51**	**73**	**112**
Net Change in Fund Balance (aft Depr/Amort)	**106,252**	**105,352**	**482,406**	**798,678**	**1,480,361**
Cumulative Fund Balance	**$ 584,833**	**$ 690,184**	**$ 1,172,590**	**$ 1,971,268**	**$ 3,451,629**
Fund Balance as % of Revenue	**6.5%**	**6.8%**	**10.2%**	**15.2%**	**23.8%**

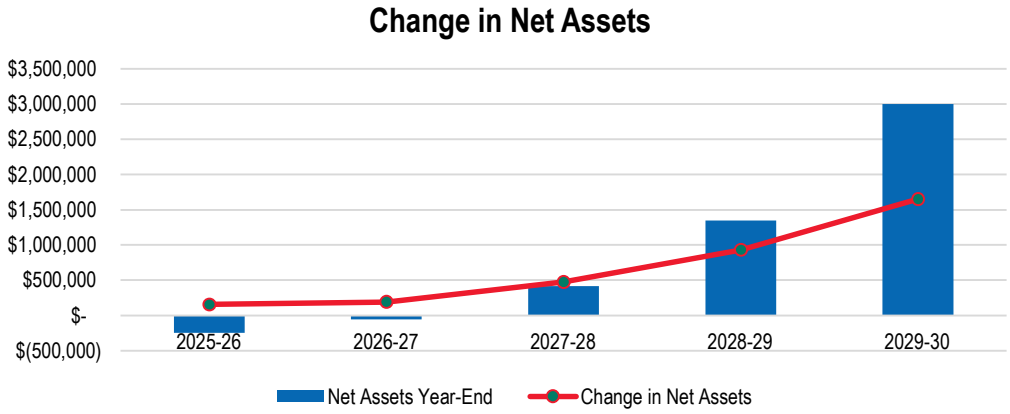




Key Revenue and Expense Assumptions	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
As Percentage of Total Revenue					
Compensation and benefits	51%	48%	46%	47%	45%
Professional services	4%	4%	4%	4%	3%
Vendor services	8%	8%	8%	7%	7%
Other operating expenses	6%	5%	5%	4%	4%
Instruction expense	4%	4%	4%	4%	4%
Fixed expenses	2%	2%	2%	2%	2%
Interest expense	8%	6%	6%	5%	4%
Provision for depreciation	7%	6%	6%	5%	5%

Statement of Activities, ending June 30, 2030

	Manatee Charter School, FL	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
Revenue & Support	Governmental revenue	$ 8,264,037	$ 9,419,181	$ 10,617,656	$ 11,913,344	$ 13,364,370
	Other revenue	695,269	799,476	907,573	1,024,372	1,155,062
	Total Support and Revenues	**8,959,305**	**10,218,657**	**11,525,229**	**12,937,715**	**14,519,432**
Program Expenses	Compensation and benefits	$ 4,542,951	$ 4,950,100	$ 5,343,980	$ 6,095,187	$ 6,598,939
	Professional services	402,932	426,389	450,623	476,456	504,777
	Vendor services	751,615	817,264	885,238	958,237	1,039,174
	Other operating expenses	526,679	537,212	547,956	558,915	570,094
	Instruction expense	374,480	411,578	449,966	491,098	536,870
	Fixed expenses	208,575	228,325	250,029	273,881	300,095
	Interest expense	680,100	657,963	634,313	609,562	583,300
	Provision for depreciation	639,794	638,245	681,981	662,050	671,920
	Total program expenses	**8,127,126**	**8,667,076**	**9,244,086**	**10,125,387**	**10,805,168**
Supporting Expenses	Administrative	$ 61,552	$ 62,783	$ 64,039	$ 65,320	$ 66,626
	Fees for Support Center Services	615,325	1,299,271	1,743,558	1,817,830	1,996,945
	Total supporting expenses	**676,877**	**1,362,054**	**1,807,597**	**1,883,150**	**2,063,571**
	Total expenses	**8,804,003**	**10,029,130**	**11,051,683**	**12,008,537**	**12,868,739**
Net Assets	**Change in Net Assets**	**155,302**	**189,527**	**473,546**	**929,178**	**1,650,693**
	Net Assets on July 1st	**(400,519)**	**(245,217)**	**(55,690)**	**417,856**	**1,347,034**
	Net Assets on June 30th	**$ (245,217)**	**$ (55,690)**	**$ 417,856**	**$ 1,347,034**	**$ 2,997,727**
Bond Covenant Compliance	Income Available for Debt Service	$ 1,475,196	$ 1,485,734	$ 1,789,840	$ 2,200,791	$ 2,905,913
	Maximum Annual Debt Service	$ 1,090,306	$ 1,090,306	$ 1,090,306	$ 1,090,306	$ 1,090,306
	Coverage Ratio	1.35	1.36	1.64	2.02	2.67
	Covers at 1.00?	YES	YES	YES	YES	YES
	Covers at 1.10?	YES	YES	YES	YES	YES
	Covers at 1.25?	YES	YES	YES	YES	YES

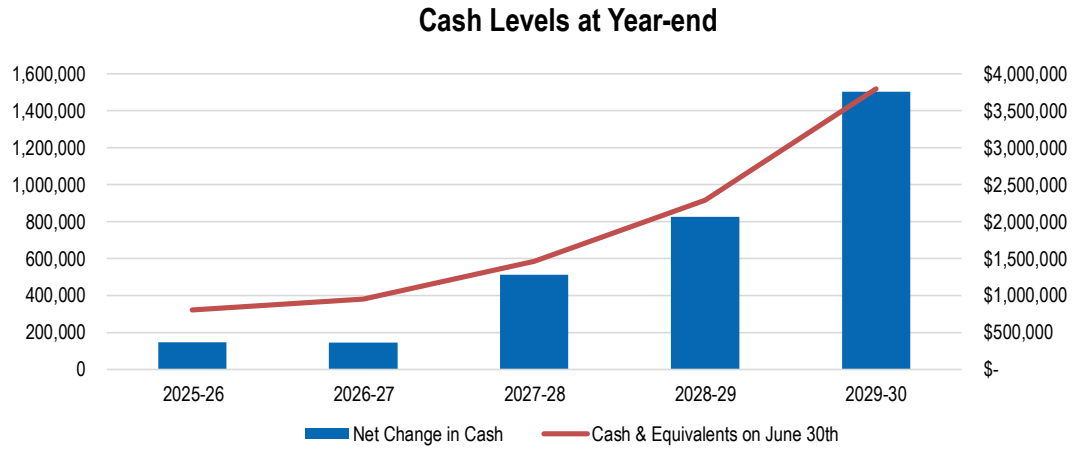


Statement of Financial Position, ending June 30, 2030

Manatee Charter School, FL	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
Assets					
Current Assets					
Cash and cash equivalents	$ 807,525	$ 953,135	$ 1,465,103	$ 2,292,351	$ 3,794,532
Accounts receivable	57,939	66,623	75,631	85,364	96,255
Prepaid expenses	31,207	34,298	37,497	40,925	44,739
Total current assets	**896,670**	**1,054,056**	**1,578,231**	**2,418,640**	**3,935,526**
Property & Equipment					
Land & Buildings	12,812,286	12,812,286	12,812,286	12,812,286	12,812,286
Improvements Other Than Building	1,056,598	1,056,598	1,056,598	1,056,598	1,056,598
Furniture, fixtures and equipment	1,145,394	1,249,794	1,279,194	1,398,994	1,518,794
Computer hardware and software	1,712,651	1,905,671	2,104,393	2,307,143	2,534,595
Less accumulated depreciation	(6,883,566)	(7,521,811)	(8,203,793)	(8,865,843)	(9,537,763)
Total Property & Equipment	**9,843,363**	**9,502,538**	**9,048,678**	**8,709,178**	**8,384,510**
Total assets	**$ 10,740,033**	**$ 10,556,594**	**$ 10,626,909**	**$ 11,127,818**	**$ 12,320,035**
Liabilities & Net Assets					
Current Liablilites					
Accounts payable	$ 122,548	$ 157,618	$ 182,975	$ 193,406	$ 208,941
Accrued salaries and benefits	189,290	206,254	222,666	253,966	274,956
Other Current Liabilities	84,286	84,286	84,286	84,286	84,286
Bonds/Loans payable - current, net of discount	425,000	445,000	470,000	495,000	525,000
Total current liabilities	**821,124**	**893,158**	**959,927**	**1,026,658**	**1,093,183**
Debt less current portion	**10,164,126**	**9,719,126**	**9,249,126**	**8,754,126**	**8,229,126**
Total liabilities	**10,985,250**	**10,612,284**	**10,209,053**	**9,780,784**	**9,322,309**
Commitments and Contingencies	**-**	**-**	**-**	**-**	**-**
Unrestricted net assets	**(245,217)**	**(55,690)**	**417,856**	**1,347,034**	**2,997,727**
Total Net Assets	**(245,217)**	**(55,690)**	**417,856**	**1,347,034**	**2,997,727**
Total Liabilities & Net Assets	**$ 10,740,033**	**$ 10,556,594**	**$ 10,626,909**	**$ 11,127,818**	**$ 12,320,035**

Statement of Cash Flows, ending June 30, 2030

	Manatee Charter School, FL	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
Cash Flow from Operating Activities	Change in net assets	$ 155,302	$ 189,527	$ 473,546	$ 929,178	$ 1,650,693
	Provision for depreciation	639,794	638,245	681,981	662,050	671,920
	Change in Assets & Liabilities					
	(Increase) decrease in:					
	Accounts receivable	(9,092)	(8,684)	(9,008)	(9,733)	(10,891)
	Prepaid expenses	(3,217)	(3,092)	(3,199)	(3,428)	(3,814)
	Increase (decrease) in:					
	Accounts payable	27,649	35,069	25,358	10,430	15,535
	Accrued salaries and benefits	25,520	16,965	16,412	31,300	20,990
	Net Cash from Operating Activities	**835,956**	**868,030**	**1,185,090**	**1,619,798**	**2,344,432**
CF from Investing	Purchase of Property & Equipment	(293,844)	(297,420)	(228,122)	(322,550)	(347,251)
	Net Cash from Investing Activities	**(293,844)**	**(297,420)**	**(228,122)**	**(322,550)**	**(347,251)**
Cash Flow from Financing Activities	Proceeds From Financing	-	-	-	-	-
	Principal payments on debt	(395,000)	(425,000)	(445,000)	(470,000)	(495,000)
	Net Cash from Financing Activities	**(395,000)**	**(425,000)**	**(445,000)**	**(470,000)**	**(495,000)**
Net Cash	Net Change in Cash	147,112	145,610	511,968	827,248	1,502,181
	Cash & Equivalents on July 1st	660,413	807,525	953,135	1,465,103	2,292,351
	Cash & Equivalents on June 30th	$ 807,525	$ 953,135	$ 1,465,103	$ 2,292,351	$ 3,794,532



5-Year Income Statement Forecast

	Manatee Charter School, FL	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
Revenue	**Total Number of Students Enrolled**	**725**	**825**	**925**	**1,030**	**1,145**
	Forecasted Average FTE per Student	**$ 9,018**	**$ 9,199**	**$ 9,383**	**$ 9,570**	**$ 9,762**
	Per Pupil Allocation	6,538,342	7,588,986	8,679,041	9,857,514	11,177,272
	Capital Outlay:	650,325	754,826	863,246	980,461	1,111,728
	Grants	1,075,369	1,075,369	1,075,369	1,075,369	1,075,369
	Before & Aftercare Revenue	89,939	104,391	119,385	135,596	153,750
	Food Services	551,911	640,597	732,610	832,087	943,490
	Miscellaneous Revenue	53,419	54,487	55,577	56,689	57,822
	TOTAL REVENUE	**8,959,305**	**10,218,657**	**11,525,229**	**12,937,715**	**14,519,432**
Compensation Expenses	**Administrative Staff**					
	School Leadership	284,147	289,829	295,626	301,539	307,569
	Administrative-Salaried	103,916	105,994	108,114	110,276	112,482
	Administrative Assistant	114,969	117,268	119,614	162,674	165,928
	Student Services Coordinator	56,504	57,634	58,786	59,962	61,161
	IT Support	57,615	58,767	59,942	61,141	62,364
	Other Support	-	-	-	56,078	57,200
	Before/Aftercare	91,105	110,706	112,920	133,677	136,350
	Total Administrative Staff	**708,254**	**740,199**	**755,003**	**885,348**	**903,055**
	Instructional Staff					
	Teachers	2,257,674	2,527,494	2,807,203	3,155,525	3,516,658
	Instructional Aides	70,296	71,702	73,136	111,899	114,137
	ESE/Special Education	111,739	113,974	116,254	177,868	181,425
	Curriculum Resource Teacher	115,425	117,733	120,088	122,490	124,940
	Daily Subs	51,000	52,020	53,060	54,122	55,204
	Total Instructional Staff	**2,606,135**	**2,882,923**	**3,169,741**	**3,621,903**	**3,992,363**
	Tutoring	35,366	40,244	45,122	50,244	55,854
	Stipends	344,423	351,312	358,338	365,505	372,815
	Performance Assessment Pool	58,935	68,405	78,230	88,853	100,749
	Taxes & Benefits					
	Group Insurance & Benefits	444,170	490,808	531,432	620,620	673,098
	Workers Comp	55,043	60,170	65,179	74,853	81,300
	Payroll Taxes	290,625	316,038	340,934	387,861	419,706
	Total Taxes & Benefits	789,839	867,017	937,546	1,083,334	1,174,104
	Cost of Compensation	**4,542,951**	**4,950,100**	**5,343,980**	**6,095,187**	**6,598,939**
Professional Services	Legal Fees	2,715	2,769	2,825	2,881	2,939
	Accounting Services - Independent Audit	17,768	18,123	18,486	18,855	19,232
	Fee for Support Center Services	615,325	1,299,271	1,743,558	1,817,830	1,996,945
	Outside Staff Development Consulting Fees	16,948	17,287	17,633	17,986	18,345
	Computer Service Fees	109,446	127,033	145,279	165,006	187,098
	Fee to County School Board	112,730	114,985	117,284	119,630	122,023
	Professional Fees - Other	47,105	48,047	49,008	49,988	50,988
	Marketing & Enrollment	93,003	94,863	96,760	98,696	100,669
	Staff Recruitment	3,217	3,282	3,347	3,414	3,482
	Total Professional Services	**1,018,258**	**1,725,660**	**2,194,181**	**2,294,286**	**2,501,722**

5-Year Income Statement Forecast

	Manatee Charter School, FL	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
Vendor Services	Extra-Curricular Activity Events & Transportation	10,350	10,557	10,768	10,984	11,203
	Contracted Food Service	359,775	417,587	477,568	542,414	615,034
	Drug Testing Fees	127	130	133	135	138
	Licenses & Permits	2,627	2,679	2,733	2,787	2,843
	Bank Service Fees	7,100	7,242	7,387	7,534	7,685
	Contracted Mental Health	64,220	65,505	66,815	68,151	69,514
	Contracted Custodial Services	209,222	213,407	217,675	222,028	226,469
	Contracted Security	98,193	100,157	102,160	104,203	106,288
	Total Vendor Services	**751,615**	**817,264**	**885,238**	**958,237**	**1,039,174**
Administrative Expenses	Travel/Auto	6,360	6,487	6,616	6,749	6,884
	Airfare	3,004	3,064	3,125	3,188	3,252
	Meals	1,989	2,029	2,070	2,111	2,153
	Lodging	8,849	9,026	9,206	9,390	9,578
	Business Expense - Other	198	202	206	211	215
	Dues & Subscriptions	7,650	7,803	7,959	8,118	8,281
	Printing	2,040	2,081	2,122	2,165	2,208
	Office Supplies	20,400	20,808	21,224	21,649	22,082
	Medical Supplies	3,841	3,917	3,996	4,076	4,157
	Student Uniform Expense	1,002	1,022	1,043	1,064	1,085
	In-house Food Service - Cost of Food	6,219	6,343	6,470	6,600	6,732
	Total Administrative Expenses	**61,552**	**62,783**	**64,039**	**65,320**	**66,626**
Instruction Expenses	Textbooks & Reference Books	10,100	11,724	13,407	15,228	17,267
	Consumable Instructional (Student)	34,918	40,529	46,350	52,644	59,692
	Consumable Instructional (Teacher)	7,259	7,676	8,062	8,309	8,623
	Instructional Licenses	158,704	161,878	165,115	168,417	171,786
	Testing Materials	1,263	1,465	1,676	1,903	2,158
	Contracted SPED Instruction	162,237	188,307	215,354	244,596	277,344
	Total Instruction Expenses	**374,480**	**411,578**	**449,966**	**491,098**	**536,870**
Other Operating Expenses	Telephone & Internet	39,216	40,001	40,801	41,617	42,449
	Postage	2,572	2,624	2,676	2,730	2,784
	Electricity	178,920	182,498	186,148	189,871	193,668
	Water & Sewer	20,570	20,982	21,402	21,830	22,266
	Waste Disposal	30,768	31,383	32,011	32,651	33,304
	Pest Control	6,139	6,262	6,387	6,515	6,645
	Maintenance & Cleaning Supplies	25,372	25,879	26,397	26,925	27,463
	Building Repairs & Maintenance	212,223	216,467	220,796	225,212	229,716
	Personal Property Taxes	10,898	11,116	11,339	11,565	11,797
	Total Other Operating Expenses	**526,679**	**537,212**	**547,956**	**558,915**	**570,094**
Fixed Expenses	Office Equipment - Leasing Expense	13,831	14,108	14,390	14,678	14,971
	Professional Liability & Property Insurance	194,743	214,218	235,639	259,203	285,124
	Total Fixed Expenses	**208,575**	**228,325**	**250,029**	**273,881**	**300,095**
Total Operating	**EXPENSES less Payroll**	**2,941,158**	**3,782,823**	**4,391,409**	**4,641,738**	**5,014,580**
	TOTAL OPERATING EXPENSES	**7,484,109**	**8,732,922**	**9,735,389**	**10,736,924**	**11,613,519**
	Net Income/(Loss) before Financing and Depreciation	**1,475,196**	**1,485,734**	**1,789,840**	**2,200,791**	**2,905,913**

5-Year Income Statement Forecast

	Manatee Charter School, FL	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
Capitalized	Computers Hardware & IT Infrastructure	205,844	193,020	198,722	202,750	227,451
	FF&E	88,000	104,400	29,400	119,800	119,800
	Total Capitalized Expenses	**293,844**	**297,420**	**228,122**	**322,550**	**347,251**
Debt Proceeds & Repayments	**Proceeds from Long Term Debt**	**-**	**-**	**-**	**-**	**-**
	Debt Repayments					
	Repayment of Long-Term Debt (Princ)	395,000	425,000	445,000	470,000	495,000
	Repayment of Long-Term Debt (Interest)	680,100	657,963	634,313	609,562	583,300
	Total Debt Repayments	**1,075,100**	**1,082,963**	**1,079,313**	**1,079,562**	**1,078,300**
Surplus/(Deficit)	Depreciation and Amortization	639,794	638,245	681,981	662,050	671,920
	Net Income/(Loss) after Financing and Depreciation	**(533,542)**	**(532,894)**	**(199,576)**	**136,628**	**808,441**
	NET CHANGE IN FUND BALANCE	**106,252**	**105,352**	**482,406**	**798,678**	**1,480,361**
	CUMULATIVE FUND BALANCE	**584,833**	**690,184**	**1,172,590**	**1,971,268**	**3,451,629**

Manatee Charter School, FL

Forecasted Staffing Matrix

Total Number of Students			725	825	925	1,030	1,145
			Year 1	Year 2	Year 3	Year 4	Year 5
Principal		126,514	1.00	1.00	1.00	1.00	1.00
Assistant Principal		79,561	1.00	1.00	1.00	1.00	1.00
Dean		72,500	1.00	1.00	1.00	1.00	1.00
Administrative-Salaried		50,939	2.00	2.00	2.00	2.00	2.00
Administrative Assistant	per hour	18.06	3.00	3.00	3.00	4.00	4.00
Student Services Coordinator		55,396	1.00	1.00	1.00	1.00	1.00
IT Support		56,485	1.00	1.00	1.00	1.00	1.00
Other Support		51,808	-	-	-	1.00	1.00
Before/Aftercare Director	per hour	26.51	1.00	1.00	1.00	1.00	1.00
Before/Aftercare	per hour	16.43	2.00	3.00	3.00	4.00	4.00
Total Administrative Staff			**13.00**	**14.00**	**14.00**	**17.00**	**17.00**
Teachers		53,986	41.00	45.00	49.00	54.00	59.00
Permanent Substitutes		44,675	-	-	-	-	-
Instructional Aides	per hour	16.57	2.00	2.00	2.00	3.00	3.00
ESE/Special Education Teachers		54,774	2.00	2.00	2.00	3.00	3.00
Curriculum Resource Teacher		56,581	2.00	2.00	2.00	2.00	2.00
Total Instructional Staff			**47.00**	**51.00**	**55.00**	**62.00**	**67.00**
Total Staff			**60.00**	**65.00**	**69.00**	**79.00**	**84.00**
Student to Teacher Ratio			17.68	18.33	18.88	19.07	19.41

Manatee Charter School, FL
Students by Grade Budgeted Enrollment

	Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30
Kindergarten	85	90	100	115	130
1st Grade	80	90	100	115	130
2nd Grade	85	90	100	115	130
3rd Grade	90	90	100	115	130
4th Grade	75	90	100	115	130
5th Grade	70	90	100	115	130
6th Grade	85	95	100	115	130
7th Grade	90	95	115	115	120
8th Grade	65	95	110	110	115
TOTAL	725	825	925	1030	1145

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 25, 2015, to Articles of Incorporation for THE LEE CHARTER FOUNDATION, INC. which changed its name to SOUTHWEST CHARTER FOUNDATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H15000075089. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N01000006915.

Authentication Code: 415A00006078-032615-N01000006915-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of March, 2015

Ken Detzner
Secretary of State

March 26, 2015

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SOUTHWEST CHARTER FOUNDATION, INC.
6245 NORTH FEDERAL HIGHWAY
5TH FLOOR
FT. LAUDERDALE, FL 33308US

Re: Document Number N01000006915

The Articles of Amendment to the Articles of Incorporation for THE LEE CHARTER FOUNDATION, INC. which changed its name to SOUTHWEST CHARTER FOUNDATION, INC., a Florida corporation, were filed on March 25, 2015.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H15000075089.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tracy L Lemieux
Regulatory Specialist II
Division of Corporations

Letter Number: 415A00006078

H15000075089

Articles of Amendment
to
Articles of Incorporation
of

THE LEE CHARTER FOUNDATION, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

N01000006915

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

SOUTHWEST CHARTER FOUNDATION, INC.

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

(Florida street address)

New Registered Office Address:

, Florida
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

H15000075089

H15000075089

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
2) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
3) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
4) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
5) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____
6) ____ Change	_____	_____	_____
____ Add			_____
____ Remove			_____

H15000075089

E. **If amending or adding additional Articles, enter change(s) here:**
(*attach additional sheets, if necessary*). *(Be specific)*

H15000075089

H15000075089

The date of each amendment(s) adoption: MARCH 16, 2015, if other than the date this document was signed.

Effective date if applicable: MARCH 16, 2015

(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated MARCH 16, 2015

Signature Ken Haiko

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

KEN HAIKO

(Typed or printed name of person signing)

DIRECTOR AND PRESIDENT

(Title of person signing)

H15000075089

H01000103399
FILED
SEP 28 AM 9:46

ARTICLES OF INCORPORATION
OF
THE LEE CHARTER FOUNDATION, INC.

THE UNDERSIGNED, as incorporator and on behalf of a not-for-profit, non-stock corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE I
NAME

Section 1.1. The name of the corporation is THE LEE CHARTER FOUNDATION, INC., (the "Corporation").

ARTICLE II
DURATION

Section 2.1. The Corporation shall have perpetual existence unless dissolved pursuant to law.

ARTICLE III
NON-STOCK CORPORATION

Section 3.1. The Corporation shall be organized on a non-stock basis under the Florida Not for Profit Corporation Act and may issue Certificates of Membership.

ARTICLE IV
PURPOSE

Section 4.1. The purposes for which the Corporation is organized is to assist with the establishment, development and administration of charter schools, and to make grants to further elementary, middle and high school educational programs and facilities and other capital needs for such schools providing elementary, middle and high school educational programs through charter schools, and other charitable activities and to distribute the whole or any part of the income therefrom and the principal thereof exclusively for such purposes, either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code and the Regulations issued pursuant thereto (the "Code"), as they now exist or as they may hereafter be amended.

Section 4.2. The Corporation shall have the power, either directly or indirectly, either alone or in conjunction or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper for the

Prepared By: Tanya L. Bower, Esq.
FL Bar No. 0093378
Tripp Scott, P.A.
PO Box 14245
Ft. Lauderdale, FL 33302
(954) 525-7500

furtherance, accomplishment, fostering or attainment of any or all of the purposes for which a Corporation is organized, and to aid or assist other organizations whose activities are such as to further accomplish, foster or attain any of such purposes. Notwithstanding anything herein to the contrary, the Corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(3) of the Code as the same now exist or as they may be hereinafter amended from time to time.

Section 4.3. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any Director or Officer of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes); and no Director or Officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

Section 4.4 No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition of any candidate for public office.

Section 4.5. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Code or corresponding provisions of any subsequent federal tax laws.

Section 4.6. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code or corresponding provisions of any subsequent federal tax laws.

Section 4.7. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code or corresponding provisions of any subsequent federal tax laws.

Section 4.8. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code or corresponding provisions of any subsequent federal tax laws.

Section 4.9. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code or corresponding provisions of any subsequent federal tax laws.

Section 4.10. Notwithstanding any other provision of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Code or by an organization contributions to which are deductible under Section 170(c)(2) of the Code.

Section 4.11. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or

to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE V
MEMBERS

Section 5.1. This Corporation shall have a membership consisting of the Board of Directors of the Corporation serving from time to time.

ARTICLE VI
DIRECTORS

Section 6.1. The affairs of the Corporation shall be governed by a Board of Directors (hereinafter referred to as the "Board"), subject to the restriction that, except as specifically set forth to the contrary in the Bylaws, the exercise of any powers or actions of the Board shall require the approval thereof by a majority vote of the Board present at a meeting at which a quorum of no less than three (3) Directors are present. The affirmative vote of any three (3) Directors shall be necessary for all corporate action requiring a vote of the Board, including, but not limited to the following:

6.1.1. Approval of grants, charitable gifts, transfers, and distributions by the Corporation to other entities.

6.1.2. Adoption of an amendment to the Articles of Incorporation or the Bylaws.

6.1.3. Organization of a subsidiary or affiliate by the Corporation.

6.1.4. Approval of any merger, consolidation or sale or other transfer of all or a substantial part of the assets of the Corporation.

Section 6.2. The initial Board of Directors shall consist of the following members elected in accordance with this Section and the Bylaws:

Name	Address
John A. Murphy, Ed.D.	6711 N. Ocean Boulevard Ocean Ridge, FL 33435
William A. Buzzett, Esq.	216 Forest Street Seagrove Beach, FL 32459
Frank Attkisson	323 Pleasant Street Kissimmee, FL 34741

The Board of Directors may be expanded from time to time by a vote of the Board of Directors in accordance with the Bylaws of the Corporation, provided however the Board of Directors shall not exceed five (5) members.

ARTICLE VII
ADDRESS

Section 7.1. The street address of the principal office of this corporation in the State of Florida is:

6711 N. Ocean Boulevard
Ocean Ridge, FL 33435
Attn: John A. Murphy, Ed.D.

The Board may, from time to time, move its principal office in the State of Florida to another place in this state.

ARTICLE VIII
REGISTERED AGENT AND REGISTERED OFFICE

Section 8.1. The registered agent and registered office of the Corporation shall be:

Name	Address
Edward J. Pozzuoli, Esq.	c/o Tripp Scott, P.A. 110 S.E. 6th Street, 15th Floor Fort Lauderdale, FL 33301

ARTICLE IX
AMENDMENT

Section 9.1. These Articles of Incorporation may be amended in the manner and with the vote provided by law.

ARTICLE X
BYLAWS

Section 10.1. The Board of Directors of this Corporation shall adopt Bylaws for the government of this Corporation which shall be subordinate only to the Articles of Incorporation and the laws of the United States and the State of Florida. The Bylaws may be amended from time to time by the Board of Directors.

ARTICLE XI
INCORPORATOR

Section 11.1. The name and address of the incorporator of this Corporation are as follows:

Name	Address
Edward J. Pozzuoli	110 S.E. 6th Street, 15th Floor Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 28th day of September, 2001.

INCORPORATOR:

Edward J. Pozzuoli

H01000103399

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Section 48.091 and Section 617.0501(3), Florida Statutes, the following is submitted in compliance with said Sections:

The Lee Charter Foundation, Inc., desiring to organize under the laws of the State of Florida with its principal office as indicated in the Certificate of Incorporation, at 6711 N. Ocean Boulevard, Ocean Ridge, FL 33435, appoints Edward J. Pozzuoli, Esq. of Tripp Scott, P.A., 110 S.E. 6th Street, 15th Floor, Fort Lauderdale, FL 33301 as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-named corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Sections relative to keeping open said office.

REGISTERED AGENT:

Date: 9/28/01

Edward J. Pozzuoli

FILED
01 SEP 28 AM 9:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED BYLAWS OF
SOUTHWEST CHARTER FOUNDATION, INC.
(A Not-For-Profit Florida Corporation)

ARTICLE I
NAME

Section 1.1. **Name.** The name of the Corporation shall be Southwest Charter Foundation, Inc. (the "Corporation").

ARTICLE II
ORGANIZATION

Section 2.1. **Statement of Purposes.** The purposes of this Corporation, as expressed in its Articles of Incorporation, shall be for the purpose of transacting any or all lawful business for which corporations may be incorporated under the Florida Not for Profit Corporation Act and to operate within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

Section 2.2 **Dissolution.** In the event of the dissolution of the Corporation, the Board of Directors ("Board") shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE III
MEMBERSHIP

Section 3.1. **Members.** This Corporation is a non-profit, non-stock corporation, and shall have a membership consisting of the Board of Directors of this Corporation serving from time to time.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. **Management.** All powers of the Corporation shall be exercised by and under the authority of the Board, and the property, business and affairs of the Corporation shall be managed under the Board's direction. Except as specifically set forth to the contrary herein, the Board may not take any action, except upon the approval thereof by the affirmative vote of a majority of the Board present at a meeting at which a quorum of no less than three (3) Directors are present. The affirmative vote of not less than three (3) Directors shall be necessary for all actions by the Board relating to the following:

4.1.1. Approval of charitable gifts, transfers, distributions, and grants by the Corporation to other entities;

4.1.2. Adoption of an amendment to the Articles of Incorporation or the Bylaws;

4.1.3. Organization of a subsidiary or affiliate by the Corporation; and

4.1.4. Approval of any merger, consolidation or sale or other transfer of all or a substantial part of the assets of the Corporation.

Section 4.2. **Number of Directors**. The initial Board shall consist of the Directors named in the Articles of Incorporation. The number of Directors may at any time be increased or decreased to no more than five (5) and no fewer than three (3) by a majority vote of the Board. In the event of an increase in the number of Directors, the additional directorships created shall be filled in a manner prescribed herein for the Election of Directors in accordance with Section 4.4.

Section 4.3. **Nomination of Directors.** Not less than one month prior to a regular meeting, the Board may appoint a nomination committee to consist of no fewer than two (2) Board members. The nomination committee will compile and submit to the Board a slate of candidates for the directorships and offices to be filled at the upcoming meeting. These submissions shall be deemed to be nominations of each person named.

Section 4.4. **Election of Directors.** Directors shall be elected by the Board at any meeting when there is an expiring term from a slate of nominees, constituting of at least two (2) nominees for each position open.

Section 4.5. **Vacancies**. Vacancies occurring in an elected Directorship, however caused, shall be filled as soon as practicable by election in accordance with Section 4.4 hereinabove. Except for a Director elected due to the natural expiration of his predecessor's one-year term, a Director so elected to fill a vacancy shall hold office of the remainder of his predecessor's term.

Section 4.6. **Resignation or Removal of Directors**. A Director of the Corporation may resign at any time by tendering his resignation in writing to the Corporation, which resignation shall become effective upon the date specified therein, or if no date is specified, upon receipt by the Corporation at its principal place of business. Any elected Director may be removed at any time, with or without cause, by a majority vote of the other Directors.

Section 4.7. **Compensation of Directors**. Directors will not receive compensation for services rendered in their capacities as Directors. However, nothing herein contained shall be construed to preclude any Director from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation as a Director or in any other capacity.

Section 4.8. **Annual Meetings of the Board**. The annual meeting of the Board shall be held without other notice than this Bylaw on February 1st of each year, unless the Chairman, or the Board by resolution, provide for a different time and place for the holding of such annual meetings. The annual meeting may be held at such other time and place, without other notice than such resolution.

Section 4.9. **Special Meetings**. Special meetings of the Board may be called at any time by the Chairman of the Corporation. Further, special meetings of the Board must be called by the Chairman within fourteen (14) days of receipt of a written request of any two (2) or more Directors. Written notice of special meetings shall be given to each Director not less than two (2) days prior to such meeting. The

notice shall set forth the time, place and purpose of the meeting. The business to be transacted at any special meeting shall be limited to those items set forth in the notice or waiver thereof.

Section 4.10. Regular Meetings. The Board shall meet at least four (4) times each year, including the annual meeting, each such meeting being approximately three (3) months from the date of the previous regular or annual meeting. The Secretary shall mail notice of all regular and annual meetings to each Director at the address on file with the Secretary at least fourteen (14) days prior to a meeting, indicating the date, place and time of the meeting.

Section 4.11. Quorum and Action of the Board. Three (3) Directors must be present in person at a meeting to constitute a quorum for the transaction of business at such meeting. Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, the affirmative vote of at least three (3) Directors present at a meeting at which a quorum is present shall be necessary for an action of the Board. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of adjournment.

Section 4.12. Voting Shares of Stock. In the event the Corporation owns shares of stock in another corporation, such shares shall be voted by the Chairman, or his designee, as authorized by a vote of the Board as set forth in Section 4.1 hereinabove.

ARTICLE V
OFFICERS

Section 5.1. Number. The Corporation may have a Chairman, President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board. Any two (2) or more offices may be held by the same person. Officers need not be residents of the State of Florida or United States citizens. The failure to elect an officer shall not affect the existence of the Corporation.

Section 5.2. Election and Term of Office. All officers of the Corporation shall be elected by a vote of the Board as set forth in Section 4.1 hereinabove at the annual meeting of the Board. A duly elected officer shall hold office for a term of one (1) year, commencing at the close of the annual meeting, and until their earlier death, resignation or removal.

Section 5.3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise (including removal in the event an officer is not reelected during his term in office) shall be filled by an election by the Board as set forth in Section 4.1 for the remaining unexpired term of such office.

Section 5.4. Resignation or Removal of officers. An officer of the Corporation may resign at any time by tendering his resignation in writing to the Chairman or the Secretary. Resignations shall become effective upon the date specified therein or, if no date is specified, upon receipt by the Corporation. An officer of the Corporation may be removed at any time, with or without cause, at any meeting of the Board by a vote of the Board as set forth in Section 4.1 hereinabove.

Section 5.5. Chairman. The Chairman of the Board shall preside at all meetings of the Board and shall perform such other duties as may be assigned to him by the Board.

Section 5.6. **President**. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Corporation. He shall act as a duly authorized representative of the Board and the Corporation in all matters in which the Board has not formally designated some other person to act. He shall report as directed to the Board at each meeting. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, deeds, mortgages, bonds, contracts or other instruments which the Board has authority to execute, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 5.7. **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Section 5.8. **Secretary**. The Secretary shall keep or cause to be kept all of the records of the Corporation, record or cause to be recorded the minutes of the meetings of the Board, send out or cause to be sent out all notices of meetings of the Board and all Committees, attest to the seal of the Corporation where necessary or required, and keep or cause to be kept a register of the names and addresses of each Director. The Secretary shall perform such other duties as may be prescribed by the Board.

Section 5.9. **Treasurer**. The Treasurer shall insure or cause to be insured that a true and accurate accounting of the financial transactions of the Corporation is made and that such accounting is presented to and made available to the Board. The Treasurer shall perform such other duties as may be prescribed by the Board.

Section 5.10. **Other Officers**. Other officers elected by the Board shall have such duties and responsibilities as the Board deems advisable.

Section 5.11. **Succession of Officers.** Unless otherwise directed by a vote of the Board, in the event that an officer of the Corporation has not resigned or been removed but is unable to act in such position for a period of one (1) month or more, whether due to disability or other reason, then another officer of the Corporation shall serve in that office until such officer is either removed or is able to perform his services in the following order:

5.11.1. The Treasurer shall perform the services of the Chairman.

5.11.2. The Chairman shall perform the services of the Secretary and the President.

5.11.3. The Secretary shall perform the services of the Treasurer.

Section 5.12. **Salaries**. Officers will not receive compensation for services rendered as officers of the Corporation. However, nothing herein contained shall be construed to preclude any officer from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation as an officer or in any other capacity.

ARTICLE VI
COMMITTEES OF THE BOARD

Section 6.1. **Committees of the Board**. The Board may, by resolution, establish standing committees and special committees of the Board. Unless otherwise specified by resolution of the Board or these Bylaws, the Chairman shall annually appoint the members and the chairmen of the standing committees and shall fill vacancies on any standing committee. Appointments by the Chairman shall be made at the annual meeting of the Board. In addition, the Chairman may, if so authorized by the Board, appoint the members and chairmen of such special committees as the Board may create, which members and chairmen may include persons who are not members of the Board. All committee appointments and chairmen appointments must be approved by a vote of the Board.

Section 6.2. **Standing Committees**. Standing committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each standing committee shall be specified in the resolution creating the committee.

Section 6.3. **Special Committees**. Special committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each special committee shall be specified in the resolution creating the committee.

Section 6.4. **Committee Members' Term of Office**. Unless otherwise specified by resolution of the Board, members of each committee shall continue in office until the next annual meeting of the Board and until their successors are appointed, unless the committee of which they are members shall be sooner terminated by resolution of the Board or until their earlier death, resignation or removal as committee members.

Section 6.5. **Committee Meetings**. Meetings of any committee may be called by the chairman of such committee or upon the written request of one-third (1/3) of the committee members. The call for any meeting shall be by giving notice of such meeting which sets forth its time and place and is delivered to the residence or place of business of the committee members as listed in the Secretary's office at least two (2) days prior to such meeting. Unless otherwise provided in these Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established at a committee meeting, the subsequent withdrawal of committee members from the meeting so as to reduce the number of committee members present to fewer than the number required for a quorum shall not affect the validity of any action taken at the meeting. Each committee shall keep minutes of its meetings and report to the Board as necessary with recommendations.

Section 6.6. **Resignation or Removal of Committee Members**. A member of any committee may resign at any time by tendering his resignation in writing to the Chairman of the Board. The Board, by a vote, may remove, with or without cause, any member from a committee and specifically, but not by way of limitation, may remove any member from a committee for failing to attend three (3) consecutive meetings of the committee.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.1. **Indemnification**. The Corporation shall indemnify to the fullest extent permitted by law each of its officers, Directors, whether or not then in office (and his executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, of another corporation, partnership, joint venture, trust or other enterprise as well as the executor, administrator and heirs of any of them against all reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he is or is threatened to be made a party because he is or was a Director, officer, employee or agent of this Corporation, or such other corporation, partnership, joint venture, trust or other enterprise. He shall have no right to reimbursement, however, in relation to matters as to which he has been adjudged liable to the Corporation for gross negligence or willful misconduct in the performance of his duties to the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, employee or agent may be entitled.

Section 7.2. **Insurance**. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VII.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSIT BOOKS AND RECORDS

Section 8.1. **Contracts**. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.2. **Loans**. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board, which authority may be general or confined to specific instances.

Section 8.3. **Checks, Drafts, Etc**. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 8.4. **Deposits**. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

Section 8.5. **Gifts.** The Board may accept, on behalf of the Corporation, any contributions, gifts, bequests or devise.

Section 8.6. **Books and Records**. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board and committees of the

Board. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 8.7. **Financial Statements**. Not later than two (2) months after the close of each fiscal year, the Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, a profit and loss statement showing the results of the operations of the Corporation during its fiscal year, and any other financial statements as may be required by a resolution of the Board. The balance sheets and profit and loss statements shall be filed in the principal office of the Corporation, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Board member.

ARTICLE IX
CERTIFICATES FOR MEMBERS AND THEIR TRANSFER

Section 9.1. **Certificates for Members**. The Board shall not initially issue Certificates of Membership. The Board may elect to provide for the issuance of certificates evidencing membership in the Corporation. The form of such certificates shall be determined by the Board. The certificates will be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. The certificates shall be sealed with the corporate seal and shall be separately numbered. The name and address of each member and the date of issuance of the certificates shall be recorded in the corporate records. If a certificate is lost, mutilated or destroyed, it may be reissued in the manner determined by the Board. The certificates shall be non-transferable.

ARTICLE X
FISCAL YEAR

Section 10.1. **Fiscal Year**. The fiscal year of the Corporation shall end on June 30 of each year.

ARTICLE XI
CORPORATE SEAL

Section 11.1. **Corporate Seal**. The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "Corporate Seal".

ARTICLE XII
NOTICE

Section 12.1. **General**. Whenever, under the provisions of any statute, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or officer, it shall not be construed to require personal notice; rather, such notice may be given, unless otherwise required by these Bylaws, either personally or by depositing the same in a post office box in a postpaid envelope or by delivering the same to a telegraph company for transmission by wire, the cost thereof being prepaid, in either case addressed to such Director or officer at his address as the same appears in the records of the Corporation; and three (3) days after the same shall be so mailed or delivered to the telegraph company shall be deemed to be the time of the giving of such notice.

Section 12.2. **Waiver**. Whenever by law, the Articles of Incorporation or these Bylaws notice is required or permitted to be given to any Director or officer, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in any written waiver of notice thereof.

ARTICLE XIII
AMENDMENTS

Section 13.1. **By Directors**. These Bylaws may be amended or repealed wholly or in part, consistent with any bylaws adopted by the Board, at any meeting at which a quorum is present by an election by the entire Board in accordance with Section 4.1 hereinabove.

THE FOREGOING By-Laws of the SOUTHWEST CHARTER FOUNDATION, INC., a not for profit corporation formed under the laws of the State of Florida, are adopted on this the _____day of _____, 2017.

SOUTHWEST CHARTER FOUNDATION, INC.

_____ _____

Ken Haiko, Chair **Date**

Attested to by:

_____ _____

Dennis P. Clark, Vice-Chair **Date**

Section 12.2. Waiver. Whenever by law, the Articles of Incorporation or these Bylaws notice is required or permitted to be given to any Director or officer, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in any written waiver of notice thereof.

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AMENDMENTS

Section 13.1. By Directors. These Bylaws may be amended or repealed wholly or in part, consistent with any bylaws adopted by the Board, at any meeting at which a quorum is present by an election by the entire Board in accordance with Section 4.1 hereinabove.

THE FOREGOING By-Laws of the SOUTHWEST CHARTER FOUNDATION, INC., a not for profit corporation formed under the laws of the State of Florida, are adopted on this the 25th day of October, 2017.

SOUTHWEST CHARTER FOUNDATION, INC.

Ken Haiko, Chair — **Date** 10-25-17

Attested to by:

Dennis P. Clark, Vice-Chair — **Date** 10-25-17

AMENDMENT TO BYLAWS
OF
THE LEE CHARTER FOUNDATION, INC.

THIS AMENDMENT TO BYLAWS (the "Amendment") of THE LEE CHARTER FOUNDATION, INC., a Florida not-for-profit corporation (the "Corporation") was adopted by resolutions in a written consent action of the Board of Directors of the Corporation effective as of March 16, 2015.

WHEREAS, the Bylaws of the Corporation, a copy of which is attached hereto as Exhibit A, were adopted by the Board of Directors of the Corporation as of September 28, 2001; and

WHEREAS, the Board of Directors of the Corporation desire to amend certain portions of the Bylaws; and

NOW THEREFORE, the Bylaws of the Corporation are amended as follows:

1. In the title of the Bylaws the name of the Corporation shall be changed to SOUTHWEST CHARTER FOUNDATION, INC.

2. **ARTICLE I, NAME, Section 1.1 Name.** of the Bylaws is deleted in its entirety and replaced with the following:

   "Section 1.1 Name. The name of the Corporation shall be Southwest Charter Foundation, Inc."

3. The Board of Directors hereby adopts and authorizes its agents to endorse the amended Southwest Charter Foundation, Inc. Bylaws evidencing the changes authorized herein with a retroactive date of March 16, 2015 and attached hereto as Exhibit B.

4. This Amendment is effective as of March 16, 2015.

[Signature Page follows.]

IN WITNESS WHEREOF, the undersigned Directors of the Corporation execute this Amendment to evidence the amendment of the Bylaws by the Board of Directors of the Corporation on the date set forth above.

Ken Haiko

Thomas Wheeler

Dennis P. Clark

Margaret Wells

Shane Strum

John O'Brien

IN WITNESS WHEREOF, the undersigned Directors of the Corporation execute this Amendment to evidence the amendment of the Bylaws by the Board of Directors of the Corporation on the date set forth above.

Ken Haiko

Thomas Wheeler

Dennis P. Clark

Margaret Wells

Shane Strum

John O'Brien

IN WITNESS WHEREOF, the undersigned Directors of the Corporation execute this Amendment to evidence the amendment of the Bylaws by the Board of Directors of the Corporation on the date set forth above.

Ken Haiko

Thomas Wheeler

Dennis P. Clark

Margaret Wells

Shane Strum

John O'Brien

INWITNESSWHEREOF,theundersignedDirectorsoftheCorporationexecutethis Amendmenttoevidencetheamendmentof theBylawsbytheBoardofDirectorsofthe Corporationonthedatesetforthabove.

KenHaiko

ThomasWheeler

DennisP.Clark

MargaretWells

ShaneStrum

JohnO'Brien

IN WITNESS WHEREOF, the undersigned Directors of the Corporation execute this Amendment to evidence the amendment of the Bylaws by the Board of Directors of the Corporation on the date set forth above.

Ken Haiko

Thomas Wheeler

Dennis P. Clark

Margaret Wells

Shane Strum

John O'Brien

EXHIBIT "A"

AMENDMENT TO BYLAWS
OF
SOUTHWEST CHARTER FOUNDATION, INC.

AMENDED BYLAWS OF
SOUTHWEST CHARTER FOUNDATION, INC.
(A Not-For-Profit Florida Corporation)

ARTICLE I
NAME

Section 1.1. **Name.** The name of the Corporation shall be Southwest Charter Foundation, Inc. (the "Corporation").

ARTICLE II
ORGANIZATION

Section 2.1. **Statement of Purposes.** The purposes of this Corporation, as expressed in its Articles of Incorporation, shall be for the purpose of transacting any or all lawful business for which corporations may be incorporated under the Florida Not for Profit Corporation Act and to operate within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

Section 2.2 **Dissolution.** In the event of the dissolution of the Corporation, the Board of Directors ("Board") shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE III
MEMBERSHIP

Section 3.1. **Members.** This Corporation is a non-profit, non-stock corporation, and shall have a membership consisting of the Board of Directors of this Corporation serving from time to time.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. **Management.** All powers of the Corporation shall be exercised by and under the authority of the Board, and the property, business and affairs of the Corporation shall be managed under the Board's direction. Except as specifically set forth to the contrary herein, the Board may not take any action, except upon the approval thereof by the affirmative vote of a majority of the Board present at a meeting at which a quorum of no less than three (3) Directors are present. The affirmative vote of not less than three (3) Directors shall be necessary for all actions by the Board relating to the following:

4.1.1. Approval of charitable gifts, transfers, distributions, and grants by the Corporation to other entities;

4.1.2. Adoption of an amendment to the Articles of Incorporation or the Bylaws;

4.1.3. Organization of a subsidiary or affiliate by the Corporation; and

4.1.4. Approval of any merger, consolidation or sale or other transfer of all or a substantial part of the assets of the Corporation.

Section 4.2. **Number of Directors**. The initial Board shall consist of the Directors named in the Articles of Incorporation. The number of Directors may at any time be increased or decreased to no more than five (5) and no fewer than three (3) by a majority vote of the Board. In the event of an increase in the number of Directors, the additional directorships created shall be filled in a manner prescribed herein for the Election of Directors in accordance with Section 4.4.

Section 4.3. **Nomination of Directors.** Not less than one month prior to a regular meeting, the Board may appoint a nomination committee to consist of no fewer than two (2) Board members. The nomination committee will compile and submit to the Board a slate of candidates for the directorships and offices to be filled at the upcoming meeting. These submissions shall be deemed to be nominations of each person named.

Section 4.4. **Election of Directors.** Directors shall be elected by the Board at any meeting when there is an expiring term from a slate of nominees, constituting of at least two (2) nominees for each position open.

Section 4.5. **Vacancies**. Vacancies occurring in an elected Directorship, however caused, shall be filled as soon as practicable by election in accordance with Section 4.4 hereinabove. Except for a Director elected due to the natural expiration of his predecessor's one-year term, a Director so elected to fill a vacancy shall hold office of the remainder of his predecessor's term.

Section 4.6. **Resignation or Removal of Directors**. A Director of the Corporation may resign at any time by tendering his resignation in writing to the Corporation, which resignation shall become effective upon the date specified therein, or if no date is specified, upon receipt by the Corporation at its principal place of business. Any elected Director may be removed at any time, with or without cause, by a majority vote of the other Directors.

Section 4.7. **Compensation of Directors**. Directors will not receive compensation for services rendered in their capacities as Directors. However, nothing herein contained shall be construed to preclude any Director from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation as a Director or in any other capacity.

Section 4.8. **Annual Meetings of the Board**. The annual meeting of the Board shall be held without other notice than this Bylaw on February 1st of each year, unless the Chairman, or the Board by resolution, provide for a different time and place for the holding of such annual meetings. The annual meeting may be held at such other time and place, without other notice than such resolution.

Section 4.9. **Special Meetings**. Special meetings of the Board may be called at any time by the Chairman of the Corporation. Further, special meetings of the Board must be called by the Chairman within fourteen (14) days of receipt of a written request of any two (2) or more Directors. Written notice of special meetings shall be given to each Director not less than two (2) days prior to such meeting. The

notice shall set forth the time, place and purpose of the meeting. The business to be transacted at any special meeting shall be limited to those items set forth in the notice or waiver thereof.

Section 4.10. **Regular Meetings**. The Board shall meet at least four (4) times each year, including the annual meeting, each such meeting being approximately three (3) months from the date of the previous regular or annual meeting. The Secretary shall mail notice of all regular and annual meetings to each Director at the address on file with the Secretary at least fourteen (14) days prior to a meeting, indicating the date, place and time of the meeting.

Section 4.11. **Quorum and Action of the Board**. Three (3) Directors must be present in person at a meeting to constitute a quorum for the transaction of business at such meeting. Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, the affirmative vote of at least three (3) Directors present at a meeting at which a quorum is present shall be necessary for an action of the Board. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of adjournment.

Section 4.12. **Voting Shares of Stock**. In the event the Corporation owns shares of stock in another corporation, such shares shall be voted by the Chairman, or his designee, as authorized by a vote of the Board as set forth in Section 4.1 hereinabove.

ARTICLE V
OFFICERS

Section 5.1. **Number**. The Corporation may have a Chairman, President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board. Any two (2) or more offices may be held by the same person. Officers need not be residents of the State of Florida or United States citizens. The failure to elect an officer shall not affect the existence of the Corporation.

Section 5.2. **Election and Term of Office**. All officers of the Corporation shall be elected by a vote of the Board as set forth in Section 4.1 hereinabove at the annual meeting of the Board. A duly elected officer shall hold office for a term of one (1) year, commencing at the close of the annual meeting, and until their earlier death, resignation or removal.

Section 5.3. **Vacancies**. A vacancy in any office because of death, resignation, removal, disqualification or otherwise (including removal in the event an officer is not reelected during his term in office) shall be filled by an election by the Board as set forth in Section 4.1 for the remaining unexpired term of such office.

Section 5.4. **Resignation or Removal of officers**. An officer of the Corporation may resign at any time by tendering his resignation in writing to the Chairman or the Secretary. Resignations shall become effective upon the date specified therein or, if no date is specified, upon receipt by the Corporation. An officer of the Corporation may be removed at any time, with or without cause, at any meeting of the Board by a vote of the Board as set forth in Section 4.1 hereinabove.

Section 5.5. **Chairman**. The Chairman of the Board shall preside at all meetings of the Board and shall perform such other duties as may be assigned to him by the Board.

Section 5.6. **President.** The President shall be the principal executive officer of the Corporation and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Corporation. He shall act as a duly authorized representative of the Board and the Corporation in all matters in which the Board has not formally designated some other person to act. He shall report as directed to the Board at each meeting. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, deeds, mortgages, bonds, contracts or other instruments which the Board has authority to execute, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 5.7. **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Section 5.8. **Secretary.** The Secretary shall keep or cause to be kept all of the records of the Corporation, record or cause to be recorded the minutes of the meetings of the Board, send out or cause to be sent out all notices of meetings of the Board and all Committees, attest to the seal of the Corporation where necessary or required, and keep or cause to be kept a register of the names and addresses of each Director. The Secretary shall perform such other duties as may be prescribed by the Board.

Section 5.9. **Treasurer.** The Treasurer shall insure or cause to be insured that a true and accurate accounting of the financial transactions of the Corporation is made and that such accounting is presented to and made available to the Board. The Treasurer shall perform such other duties as may be prescribed by the Board.

Section 5.10. **Other Officers.** Other officers elected by the Board shall have such duties and responsibilities as the Board deems advisable.

Section 5.11. **Succession of Officers.** Unless otherwise directed by a vote of the Board, in the event that an officer of the Corporation has not resigned or been removed but is unable to act in such position for a period of one (1) month or more, whether due to disability or other reason, then another officer of the Corporation shall serve in that office until such officer is either removed or is able to perform his services in the following order:

5.11.1. The Treasurer shall perform the services of the Chairman.

5.11.2. The Chairman shall perform the services of the Secretary and the President.

5.11.3. The Secretary shall perform the services of the Treasurer.

Section 5.12. **Salaries.** Officers will not receive compensation for services rendered as officers of the Corporation. However, nothing herein contained shall be construed to preclude any officer from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation as an officer or in any other capacity.

ARTICLE VI
COMMITTEES OF THE BOARD

Section 6.1. **Committees of the Board**. The Board may, by resolution, establish standing committees and special committees of the Board. Unless otherwise specified by resolution of the Board or these Bylaws, the Chairman shall annually appoint the members and the chairmen of the standing committees and shall fill vacancies on any standing committee. Appointments by the Chairman shall be made at the annual meeting of the Board. In addition, the Chairman may, if so authorized by the Board, appoint the members and chairmen of such special committees as the Board may create, which members and chairmen may include persons who are not members of the Board. All committee appointments and chairmen appointments must be approved by a vote of the Board.

Section 6.2. **Standing Committees**. Standing committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each standing committee shall be specified in the resolution creating the committee.

Section 6.3. **Special Committees**. Special committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each special committee shall be specified in the resolution creating the committee.

Section 6.4. **Committee Members' Term of Office**. Unless otherwise specified by resolution of the Board, members of each committee shall continue in office until the next annual meeting of the Board and until their successors are appointed, unless the committee of which they are members shall be sooner terminated by resolution of the Board or until their earlier death, resignation or removal as committee members.

Section 6.5. **Committee Meetings**. Meetings of any committee may be called by the chairman of such committee or upon the written request of one-third (1/3) of the committee members. The call for any meeting shall be by giving notice of such meeting which sets forth its time and place and is delivered to the residence or place of business of the committee members as listed in the Secretary's office at least two (2) days prior to such meeting. Unless otherwise provided in these Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established at a committee meeting, the subsequent withdrawal of committee members from the meeting so as to reduce the number of committee members present to fewer than the number required for a quorum shall not affect the validity of any action taken at the meeting. Each committee shall keep minutes of its meetings and report to the Board as necessary with recommendations.

Section 6.6. **Resignation or Removal of Committee Members**. A member of any committee may resign at any time by tendering his resignation in writing to the Chairman of the Board. The Board, by a vote, may remove, with or without cause, any member from a committee and specifically, but not by way of limitation, may remove any member from a committee for failing to attend three (3) consecutive meetings of the committee.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.1. **Indemnification**. The Corporation shall indemnify to the fullest extent permitted by law each of its officers, Directors, whether or not then in office (and his executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, of another corporation, partnership, joint venture, trust or other enterprise as well as the executor, administrator and heirs of any of them against all reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he is or is threatened to be made a party because he is or was a Director, officer, employee or agent of this Corporation, or such other corporation, partnership, joint venture, trust or other enterprise. He shall have no right to reimbursement, however, in relation to matters as to which he has been adjudged liable to the Corporation for gross negligence or willful misconduct in the performance of his duties to the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, employee or agent may be entitled.

Section 7.2. **Insurance**. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VII.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSIT BOOKS AND RECORDS

Section 8.1. **Contracts**. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.2. **Loans**. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board, which authority may be general or confined to specific instances.

Section 8.3. **Checks, Drafts, Etc**. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 8.4. **Deposits**. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

Section 8.5. **Gifts.** The Board may accept, on behalf of the Corporation, any contributions, gifts, bequests or devise.

Section 8.6. **Books and Records**. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board and committees of the

Board. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 8.7. **Financial Statements**. Not later than two (2) months after the close of each fiscal year, the Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, a profit and loss statement showing the results of the operations of the Corporation during its fiscal year, and any other financial statements as may be required by a resolution of the Board. The balance sheets and profit and loss statements shall be filed in the principal office of the Corporation, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Board member.

ARTICLE IX
CERTIFICATES FOR MEMBERS AND THEIR TRANSFER

Section 9.1. **Certificates for Members**. The Board shall not initially issue Certificates of Membership. The Board may elect to provide for the issuance of certificates evidencing membership in the Corporation. The form of such certificates shall be determined by the Board. The certificates will be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. The certificates shall be sealed with the corporate seal and shall be separately numbered. The name and address of each member and the date of issuance of the certificates shall be recorded in the corporate records. If a certificate is lost, mutilated or destroyed, it may be reissued in the manner determined by the Board. The certificates shall be non-transferable.

ARTICLE X
FISCAL YEAR

Section 10.1. **Fiscal Year**. The fiscal year of the Corporation shall end on June 30 of each year.

ARTICLE XI
CORPORATE SEAL

Section 11.1. **Corporate Seal**. The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "Corporate Seal".

ARTICLE XII
NOTICE

Section 12.1. **General**. Whenever, under the provisions of any statute, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or officer, it shall not be construed to require personal notice; rather, such notice may be given, unless otherwise required by these Bylaws, either personally or by depositing the same in a post office box in a postpaid envelope or by delivering the same to a telegraph company for transmission by wire, the cost thereof being prepaid, in either case addressed to such Director or officer at his address as the same appears in the records of the Corporation; and three (3) days after the same shall be so mailed or delivered to the telegraph company shall be deemed to be the time of the giving of such notice.

Section 12.2. Waiver. Whenever by law, the Articles of Incorporation or these Bylaws notice is required or permitted to be given to any Director or officer, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in any written waiver of notice thereof.

ARTICLE XIII
AMENDMENTS

Section 13.1. By Directors. These Bylaws may be amended or repealed wholly or in part, consistent with any bylaws adopted by the Board, at any meeting at which a quorum is present by an election by the entire Board in accordance with Section 4.1 hereinabove.

THE FOREGOING By-Laws of the SOUTHWEST CHARTER FOUNDATION, INC., a not for profit corporation formed under the laws of the State of Florida, are adopted on this the _____ day of _____, 2017.

SOUTHWEST CHARTER FOUNDATION, INC.

_____ _____

Ken Haiko, Chair **Date**

Attested to by:

_____ _____

Dennis P. Clark, Vice-Chair **Date**

Section 12.2. Waiver. Whenever by law, the Articles of Incorporation or these Bylaws notice is required or permitted to be given to any Director or officer, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in any written waiver of notice thereof.

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Section 13.1. By Directors. These Bylaws may be amended or repealed wholly or in part, consistent with any bylaws adopted by the Board, at any meeting at which a quorum is present by an election by the entire Board in accordance with Section 4.1 hereinabove.

THE FOREGOING By-Laws of the SOUTHWEST CHARTER FOUNDATION, INC., a not for profit corporation formed under the laws of the State of Florida, are adopted on this the 25th day of October, 2017.

SOUTHWEST CHARTER
FOUNDATION, INC.

Ken Haiko, Chair — Date: 10-25-17

Attested to by:

Dennis P. Clark, Vice-Chair — Date: 10-25-17

AMENDMENT TO BYLAWS
OF
THE LEE CHARTER FOUNDATION, INC.

THIS AMENDMENT TO BYLAWS (the "Amendment") of THE LEE CHARTER FOUNDATION, INC., a Florida not-for-profit corporation (the "Corporation") was adopted by resolutions in a written consent action of the Board of Directors of the Corporation effective as of March 16, 2015.

WHEREAS, the Bylaws of the Corporation, a copy of which is attached hereto as Exhibit A, were adopted by the Board of Directors of the Corporation as of September 28, 2001; and

WHEREAS, the Board of Directors of the Corporation desire to amend certain portions of the Bylaws; and

NOW THEREFORE, the Bylaws of the Corporation are amended as follows:

1. In the title of the Bylaws the name of the Corporation shall be changed to SOUTHWEST CHARTER FOUNDATION, INC.

2. ARTICLE I, NAME, **Section 1.1 Name**, of the Bylaws is deleted in its entirety and replaced with the following:

   "Section 1.1 Name. The name of the Corporation shall be Southwest Charter Foundation, Inc."

3. The Board of Directors hereby adopts and authorizes its agents to endorse the amended Southwest Charter Foundation, Inc. Bylaws evidencing the changes authorized herein with a retroactive date of March 16, 2015 and attached hereto as Exhibit B.

4. This Amendment is effective as of March 16, 2015.

[Signature Page follows.]

IN WITNESS WHEREOF, the undersigned Directors of the Corporation execute this Amendment to evidence the amendment of the Bylaws by the Board of Directors of the Corporation on the date set forth above.

Ken Haiko

Thomas Wheeler

Dennis P. Clark

Margaret Wells

Shane Strum

John O'Brien

IN WITNESS WHEREOF, the undersigned Directors of the Corporation execute this Amendment to evidence the amendment of the Bylaws by the Board of Directors of the Corporation on the date set forth above.

Ken Haiko

Thomas Wheeler

Dennis P. Clark

Margaret Wells

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John O'Brien

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Ken Haiko

Thomas Wheeler

Dennis P. Clark

Margaret Wells

Shane Strum

John O'Brien

EXHIBIT A
LEE CHARTER FOUNDATION INC.
ORIGINAL BYLAWS

EXHIBIT B
SOUTHWEST CHARTER FOUNDATION INC.
AMENDED BYLAWS

EXHIBIT B
SOUTHWEST CHARTER FOUNDATION INC.
AMENDED BYLAWS

EXHIBIT A
LEE CHARTER FOUNDATION INC.
ORIGINAL BYLAWS

EXHIBIT "A"

AMENDMENT TO BYLAWS
OF
SOUTHWEST CHARTER FOUNDATION, INC.

AMENDED BYLAWS OF
SOUTHWEST CHARTER FOUNDATION, INC.
(A Not-For-Profit Florida Corporation)

ARTICLE I
NAME

Section 1.1. **Name.** The name of the Corporation shall be Southwest Charter Foundation, Inc. (the "Corporation").

ARTICLE II
ORGANIZATION

Section 2.1. **Statement of Purposes.** The purposes of this Corporation, as expressed in its Articles of Incorporation, shall be for the purpose of transacting any or all lawful business for which corporations may be incorporated under the Florida Not for Profit Corporation Act and to operate within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986.

Section 2.2 **Dissolution.** In the event of the dissolution of the Corporation, the Board of Directors ("Board") shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE III
MEMBERSHIP

Section 3.1. **Members.** This Corporation is a non-profit, non-stock corporation, and shall have a membership consisting of the Board of Directors of this Corporation serving from time to time.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. **Management.** All powers of the Corporation shall be exercised by and under the authority of the Board, and the property, business and affairs of the Corporation shall be managed under the Board's direction. Except as specifically set forth to the contrary herein, the Board may not take any action, except upon the approval thereof by the affirmative vote of a majority of the Board present at a meeting at which a quorum of no less than three (3) Directors are present. The affirmative vote of not less than three (3) Directors shall be necessary for all actions by the Board relating to the following:

4.1.1. Approval of charitable gifts, transfers, distributions, and grants by the Corporation to other entities;

4.1.2. Adoption of an amendment to the Articles of Incorporation or the Bylaws;

4.1.3. Organization of a subsidiary or affiliate by the Corporation; and

4.1.4. Approval of any merger, consolidation or sale or other transfer of all or a substantial part of the assets of the Corporation.

Section 4.2. **Number of Directors**. The initial Board shall consist of the Directors named in the Articles of Incorporation. The number of Directors may at any time be increased or decreased to no more than five (5) and no fewer than three (3) by a majority vote of the Board. In the event of an increase in the number of Directors, the additional directorships created shall be filled in a manner prescribed herein for the Election of Directors in accordance with Section 4.4.

Section 4.3. **Nomination of Directors.** Not less than one month prior to a regular meeting, the Board may appoint a nomination committee to consist of no fewer than two (2) Board members. The nomination committee will compile and submit to the Board a slate of candidates for the directorships and offices to be filled at the upcoming meeting. These submissions shall be deemed to be nominations of each person named.

Section 4.4. **Election of Directors.** Directors shall be elected by the Board at any meeting when there is an expiring term from a slate of nominees, constituting of at least two (2) nominees for each position open.

Section 4.5. **Vacancies**. Vacancies occurring in an elected Directorship, however caused, shall be filled as soon as practicable by election in accordance with Section 4.4 hereinabove. Except for a Director elected due to the natural expiration of his predecessor's one-year term, a Director so elected to fill a vacancy shall hold office of the remainder of his predecessor's term.

Section 4.6. **Resignation or Removal of Directors**. A Director of the Corporation may resign at any time by tendering his resignation in writing to the Corporation, which resignation shall become effective upon the date specified therein, or if no date is specified, upon receipt by the Corporation at its principal place of business. Any elected Director may be removed at any time, with or without cause, by a majority vote of the other Directors.

Section 4.7. **Compensation of Directors**. Directors will not receive compensation for services rendered in their capacities as Directors. However, nothing herein contained shall be construed to preclude any Director from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation as a Director or in any other capacity.

Section 4.8. **Annual Meetings of the Board**. The annual meeting of the Board shall be held without other notice than this Bylaw on February 1st of each year, unless the Chairman, or the Board by resolution, provide for a different time and place for the holding of such annual meetings. The annual meeting may be held at such other time and place, without other notice than such resolution.

Section 4.9. **Special Meetings**. Special meetings of the Board may be called at any time by the Chairman of the Corporation. Further, special meetings of the Board must be called by the Chairman within fourteen (14) days of receipt of a written request of any two (2) or more Directors. Written notice of special meetings shall be given to each Director not less than two (2) days prior to such meeting. The

notice shall set forth the time, place and purpose of the meeting. The business to be transacted at any special meeting shall be limited to those items set forth in the notice or waiver thereof.

Section 4.10. **Regular Meetings**. The Board shall meet at least four (4) times each year, including the annual meeting, each such meeting being approximately three (3) months from the date of the previous regular or annual meeting. The Secretary shall mail notice of all regular and annual meetings to each Director at the address on file with the Secretary at least fourteen (14) days prior to a meeting, indicating the date, place and time of the meeting.

Section 4.11. **Quorum and Action of the Board**. Three (3) Directors must be present in person at a meeting to constitute a quorum for the transaction of business at such meeting. Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, the affirmative vote of at least three (3) Directors present at a meeting at which a quorum is present shall be necessary for an action of the Board. A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of adjournment.

Section 4.12. **Voting Shares of Stock**. In the event the Corporation owns shares of stock in another corporation, such shares shall be voted by the Chairman, or his designee, as authorized by a vote of the Board as set forth in Section 4.1 hereinabove.

ARTICLE V
OFFICERS

Section 5.1. **Number**. The Corporation may have a Chairman, President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board. Any two (2) or more offices may be held by the same person. Officers need not be residents of the State of Florida or United States citizens. The failure to elect an officer shall not affect the existence of the Corporation.

Section 5.2. **Election and Term of Office**. All officers of the Corporation shall be elected by a vote of the Board as set forth in Section 4.1 hereinabove at the annual meeting of the Board. A duly elected officer shall hold office for a term of one (1) year, commencing at the close of the annual meeting, and until their earlier death, resignation or removal.

Section 5.3. **Vacancies**. A vacancy in any office because of death, resignation, removal, disqualification or otherwise (including removal in the event an officer is not reelected during his term in office) shall be filled by an election by the Board as set forth in Section 4.1 for the remaining unexpired term of such office.

Section 5.4. **Resignation or Removal of officers**. An officer of the Corporation may resign at any time by tendering his resignation in writing to the Chairman or the Secretary. Resignations shall become effective upon the date specified therein or, if no date is specified, upon receipt by the Corporation. An officer of the Corporation may be removed at any time, with or without cause, at any meeting of the Board by a vote of the Board as set forth in Section 4.1 hereinabove.

Section 5.5. **Chairman**. The Chairman of the Board shall preside at all meetings of the Board and shall perform such other duties as may be assigned to him by the Board.

Section 5.6. **President.** The President shall be the principal executive officer of the Corporation and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Corporation. He shall act as a duly authorized representative of the Board and the Corporation in all matters in which the Board has not formally designated some other person to act. He shall report as directed to the Board at each meeting. He may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board, deeds, mortgages, bonds, contracts or other instruments which the Board has authority to execute, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 5.7. **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Section 5.8. **Secretary.** The Secretary shall keep or cause to be kept all of the records of the Corporation, record or cause to be recorded the minutes of the meetings of the Board, send out or cause to be sent out all notices of meetings of the Board and all Committees, attest to the seal of the Corporation where necessary or required, and keep or cause to be kept a register of the names and addresses of each Director. The Secretary shall perform such other duties as may be prescribed by the Board.

Section 5.9. **Treasurer.** The Treasurer shall insure or cause to be insured that a true and accurate accounting of the financial transactions of the Corporation is made and that such accounting is presented to and made available to the Board. The Treasurer shall perform such other duties as may be prescribed by the Board.

Section 5.10. **Other Officers.** Other officers elected by the Board shall have such duties and responsibilities as the Board deems advisable.

Section 5.11. **Succession of Officers.** Unless otherwise directed by a vote of the Board, in the event that an officer of the Corporation has not resigned or been removed but is unable to act in such position for a period of one (1) month or more, whether due to disability or other reason, then another officer of the Corporation shall serve in that office until such officer is either removed or is able to perform his services in the following order:

5.11.1. The Treasurer shall perform the services of the Chairman.

5.11.2. The Chairman shall perform the services of the Secretary and the President.

5.11.3. The Secretary shall perform the services of the Treasurer.

Section 5.12. **Salaries.** Officers will not receive compensation for services rendered as officers of the Corporation. However, nothing herein contained shall be construed to preclude any officer from receiving compensation from the Corporation for other services actually rendered or for expenses incurred for serving the Corporation as an officer or in any other capacity.

ARTICLE VI
COMMITTEES OF THE BOARD

Section 6.1. **Committees of the Board**. The Board may, by resolution, establish standing committees and special committees of the Board. Unless otherwise specified by resolution of the Board or these Bylaws, the Chairman shall annually appoint the members and the chairmen of the standing committees and shall fill vacancies on any standing committee. Appointments by the Chairman shall be made at the annual meeting of the Board. In addition, the Chairman may, if so authorized by the Board, appoint the members and chairmen of such special committees as the Board may create, which members and chairmen may include persons who are not members of the Board. All committee appointments and chairmen appointments must be approved by a vote of the Board.

Section 6.2. **Standing Committees**. Standing committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each standing committee shall be specified in the resolution creating the committee.

Section 6.3. **Special Committees**. Special committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each special committee shall be specified in the resolution creating the committee.

Section 6.4. **Committee Members' Term of Office**. Unless otherwise specified by resolution of the Board, members of each committee shall continue in office until the next annual meeting of the Board and until their successors are appointed, unless the committee of which they are members shall be sooner terminated by resolution of the Board or until their earlier death, resignation or removal as committee members.

Section 6.5. **Committee Meetings**. Meetings of any committee may be called by the chairman of such committee or upon the written request of one-third (1/3) of the committee members. The call for any meeting shall be by giving notice of such meeting which sets forth its time and place and is delivered to the residence or place of business of the committee members as listed in the Secretary's office at least two (2) days prior to such meeting. Unless otherwise provided in these Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business. After a quorum has been established at a committee meeting, the subsequent withdrawal of committee members from the meeting so as to reduce the number of committee members present to fewer than the number required for a quorum shall not affect the validity of any action taken at the meeting. Each committee shall keep minutes of its meetings and report to the Board as necessary with recommendations.

Section 6.6. **Resignation or Removal of Committee Members**. A member of any committee may resign at any time by tendering his resignation in writing to the Chairman of the Board. The Board, by a vote, may remove, with or without cause, any member from a committee and specifically, but not by way of limitation, may remove any member from a committee for failing to attend three (3) consecutive meetings of the committee.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 7.1. **Indemnification**. The Corporation shall indemnify to the fullest extent permitted by law each of its officers, Directors, whether or not then in office (and his executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, of another corporation, partnership, joint venture, trust or other enterprise as well as the executor, administrator and heirs of any of them against all reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he is or is threatened to be made a party because he is or was a Director, officer, employee or agent of this Corporation, or such other corporation, partnership, joint venture, trust or other enterprise. He shall have no right to reimbursement, however, in relation to matters as to which he has been adjudged liable to the Corporation for gross negligence or willful misconduct in the performance of his duties to the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, employee or agent may be entitled.

Section 7.2. **Insurance**. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VII.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSIT BOOKS AND RECORDS

Section 8.1. **Contracts**. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 8.2. **Loans**. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board, which authority may be general or confined to specific instances.

Section 8.3. **Checks, Drafts, Etc**. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 8.4. **Deposits**. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

Section 8.5. **Gifts.** The Board may accept, on behalf of the Corporation, any contributions, gifts, bequests or devise.

Section 8.6. **Books and Records**. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board and committees of the

Board. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 8.7. **Financial Statements**. Not later than two (2) months after the close of each fiscal year, the Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, a profit and loss statement showing the results of the operations of the Corporation during its fiscal year, and any other financial statements as may be required by a resolution of the Board. The balance sheets and profit and loss statements shall be filed in the principal office of the Corporation, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Board member.

ARTICLE IX
CERTIFICATES FOR MEMBERS AND THEIR TRANSFER

Section 9.1. **Certificates for Members**. The Board shall not initially issue Certificates of Membership. The Board may elect to provide for the issuance of certificates evidencing membership in the Corporation. The form of such certificates shall be determined by the Board. The certificates will be signed by the President or a Vice President and by the Secretary or an Assistant Secretary. The certificates shall be sealed with the corporate seal and shall be separately numbered. The name and address of each member and the date of issuance of the certificates shall be recorded in the corporate records. If a certificate is lost, mutilated or destroyed, it may be reissued in the manner determined by the Board. The certificates shall be non-transferable.

ARTICLE X
FISCAL YEAR

Section 10.1. **Fiscal Year**. The fiscal year of the Corporation shall end on June 30 of each year.

ARTICLE XI
CORPORATE SEAL

Section 11.1. **Corporate Seal**. The Board shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "Corporate Seal".

ARTICLE XII
NOTICE

Section 12.1. **General**. Whenever, under the provisions of any statute, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or officer, it shall not be construed to require personal notice; rather, such notice may be given, unless otherwise required by these Bylaws, either personally or by depositing the same in a post office box in a postpaid envelope or by delivering the same to a telegraph company for transmission by wire, the cost thereof being prepaid, in either case addressed to such Director or officer at his address as the same appears in the records of the Corporation; and three (3) days after the same shall be so mailed or delivered to the telegraph company shall be deemed to be the time of the giving of such notice.

Section 12.2. Waiver. Whenever by law, the Articles of Incorporation or these Bylaws notice is required or permitted to be given to any Director or officer, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in any written waiver of notice thereof.

ARTICLE XIII
AMENDMENTS

Section 13.1. By Directors. These Bylaws may be amended or repealed wholly or in part, consistent with any bylaws adopted by the Board, at any meeting at which a quorum is present by an election by the entire Board in accordance with Section 4.1 hereinabove.

THE FOREGOING By-Laws of the SOUTHWEST CHARTER FOUNDATION, INC., a not for profit corporation formed under the laws of the State of Florida, are adopted on this the _____day of _____, 2017.

SOUTHWEST CHARTER FOUNDATION, INC.

_____ _____

Ken Haiko, Chair **Date**

Attested to by:

_____ _____

Dennis P. Clark, Vice-Chair **Date**

Section 12.2. Waiver. Whenever by law, the Articles of Incorporation or these Bylaws notice is required or permitted to be given to any Director or officer, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in any written waiver of notice thereof.

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Section 13.1. By Directors. These Bylaws may be amended or repealed wholly or in part, consistent with any bylaws adopted by the Board, at any meeting at which a quorum is present by an election by the entire Board in accordance with Section 4.1 hereinabove.

THE FOREGOING By-Laws of the SOUTHWEST CHARTER FOUNDATION, INC., a not for profit corporation formed under the laws of the State of Florida, are adopted on this the 25th day of October, 2017.

SOUTHWEST CHARTER
FOUNDATION, INC.

Ken Haiko, Chair — Date: 10-25-17

Attested to by:

Dennis P. Clark, Vice-Chair — Date: 10-25-17

AMENDMENT TO BYLAWS
OF
THE LEE CHARTER FOUNDATION, INC.

THIS AMENDMENT TO BYLAWS (the "Amendment") of THE LEE CHARTER FOUNDATION, INC., a Florida not-for-profit corporation (the "Corporation") was adopted by resolutions in a written consent action of the Board of Directors of the Corporation effective as of March 16, 2015.

WHEREAS, the Bylaws of the Corporation, a copy of which is attached hereto as Exhibit A, were adopted by the Board of Directors of the Corporation as of September 28, 2001; and

WHEREAS, the Board of Directors of the Corporation desire to amend certain portions of the Bylaws; and

NOW THEREFORE, the Bylaws of the Corporation are amended as follows:

1. In the title of the Bylaws the name of the Corporation shall be changed to SOUTHWEST CHARTER FOUNDATION, INC.

2. **ARTICLE I, NAME, Section 1.1 Name.** of the Bylaws is deleted in its entirety and replaced with the following:

   "Section 1.1 Name. The name of the Corporation shall be Southwest Charter Foundation, Inc."

3. The Board of Directors hereby adopts and authorizes its agents to endorse the amended Southwest Charter Foundation, Inc. Bylaws evidencing the changes authorized herein with a retroactive date of March 16, 2015 and attached hereto as Exhibit B.

4. This Amendment is effective as of March 16, 2015.

[Signature Page follows.]

IN WITNESS WHEREOF, the undersigned Directors of the Corporation execute this Amendment to evidence the amendment of the Bylaws by the Board of Directors of the Corporation on the date set forth above.

Ken Haiko

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Dennis P. Clark

Margaret Wells

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John O'Brien

EXHIBIT A
LEE CHARTER FOUNDATION INC.
ORIGINAL BYLAWS

EXHIBIT B
SOUTHWEST CHARTER FOUNDATION INC.
AMENDED BYLAWS

EXHIBIT B
SOUTHWEST CHARTER FOUNDATION INC.
AMENDED BYLAWS

EXHIBIT A
LEE CHARTER FOUNDATION INC.
ORIGINAL BYLAWS

EXHIBIT A
LEE CHARTER FOUNDATION INC.
ORIGINAL BYLAWS

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SOUTHWEST CHARTER FOUNDATION INC.
AMENDED BYLAWS

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SOUTHWEST CHARTER FOUNDATION INC.
AMENDED BYLAWS

EXHIBIT A
LEE CHARTER FOUNDATION INC.
ORIGINAL BYLAWS



2024-2025
Student Progression Plan

BOARD APPROVED

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INTRODUCTION

The purpose of the Student Progression Plan is to inform parents, students, and other stakeholders regarding the comprehensive plan for student progression from one grade to another towards graduation. The plan will include criteria for promotion and retention, entry and attendance regulations, and other components relevant to the appropriate progression of the student population. References and language in this document will be continuously updated to align with statutory and legislative changes made by the Florida Department of Education.

ATTENDANCE AND ABSENTEEISM[1]

In accordance with Florida Statute 1003.24, school attendance is the direct responsibility of the parent(s) and child(ren). Each parent or legal guardian of a child within the compulsory attendance age is responsible for the child's school attendance as required by law. Except as provided in Florida Statute and State Board of Education Rule 6A-1.09513, all students are expected to attend school regularly and to be on time for classes in order to benefit from the instructional program and to develop habits of punctuality, self-discipline, and responsibility.

Attendance Policy and Procedures

The School's handbook outlines the attendance procedures, which align to the following requirements:

- Parent(s) should notify the school promptly to report any absences by submitting a written note or by telephone call. The date(s) of the absence and reason should be provided. When the child returns to school, a written note is required in order for the absence to be considered excused, as long as it meets one of the listed requirements below.
- School officials may require medical verification of absences. It is the responsibility of the student to make-up work missed because of absences.
- Please refer to the required Parent Obligation for attendance requirements when choosing our charter school.
- If an excused absence is required for more than 10 school days, the school will work with the family to consider hospital-homebound or other district alternatives.
- Students with excused absences will have 10 days to complete make up work. Please note, students must be in physical attendance at school to receive mastery assignments and mastery grades.

Excused Absences

The following situations/reasons qualify as excused absences:

- Student illness (if a student is continually sick and repeatedly absent from school, he/she must be under the supervision of a physician in order to receive an excuse from attendance);
- Medical appointment;
- An excused absence as defined by State Board of Education Rule 6A- 1.09515 to implement Florida Statute 1003.21(2)(b)2;
- Death in the family;
- Observance of a religious holiday or service
- Subpoena by a law enforcement agency or mandatory court appearance;
- Suspensions;
- Field trips which are authorized by the principal; and/or
- Other individual student absences beyond the control of the parent or student (as determined and approved by the principal/designee).

[1] Formal attendance will be taken daily for all students.

Unexcused Absences

An unexcused absence is any absence that does not fall into one (1) of the above excused absence categories.

Make-Up Work

For excused absences, the student will be afforded the opportunity to make-up work without academic penalty. Students with excused absences will have 10 days to complete make up work. Please note, students must be in physical attendance at school to receive mastery assignments and mastery grades.

Reporting Attendance Cases

When a student has accumulated at least 3 unexcused absences, or absences for which the reasons are unknown, within a calendar month or 15 unexcused absences or absences for which the reasons are unknown, within 90 calendar days, the case must be reported to administration or the student services coordinator. A meeting must then be convened to determine if a pattern of non- attendance is developing or exists. If deemed appropriate, interventions may be developed to support this student, which may include: frequent communication between school and family; mentoring; counseling; evaluation for alternative education program; attendance contracts; agency referral(s); or Truancy Petition. The School will adhere to all statutory requirements regarding a Truancy Petition.

Habitual Truants

Each public-school principal or the principal's designee shall notify the district school board of each minor student under its jurisdiction who accumulates 15 unexcused absences in a period of 90 calendar days. The district school superintendent must provide the Department of Highway Safety and Motor Vehicles the legal name, sex, date of birth, and social security number of each minor student who has been reported under this paragraph and who fails to otherwise satisfy the requirements of s. 322.091. The Department of Highway Safety and Motor Vehicles may not issue a driver's license or learner's driver's license to, and shall suspend any previously issued driver's license or learner's driver's license of, any such minor student, pursuant to the provisions of s. 322.091.

Students with Active Section 504 Accommodation Plans

When a student with an active 504 Accommodation Plan has excessive absences, the Multi-Disciplinary Team must meet to determine if the absences are caused by the disability of record. If the Multi-Disciplinary Team determines that the absences are caused by the student's disability, the student's placement must be reevaluated for appropriateness. [Section 504 of the Rehabilitation Act of 1973, 34 C.F.R. Part 104] The Section 504 Accommodation Plan must address any additional accommodations, strategies, and/or interventions needed to ensure that the student has an equal opportunity to demonstrate course mastery.

Exceptional Student Education (ESE)

In the case of an ESE-eligible student with excessive absences, an IEP Team meeting must be conducted to determine whether or not the absences are related to the student's disability. Attendance data shall be reviewed and used as one (1) indicator of a student's access to instruction. Refer to State Board of Education Rule 6A-6.0331(1)(c), and the *Exceptional Student Education Policies and Procedures (SP&P)*.

If the IEP Team determines that the excessive absences are related to the student's disability, the IEP Team must take appropriate action, which may include waiver of the attendance guidelines in determining grades, as well as a change of placement. To the maximum extent possible, the student will be educated in the least restrictive environment.

If the IEP Team determines that the student's excessive absences are not related to the student's disability, the student is treated the same as a General Education student.

Hospital/Homebound Services

If a student is confined to home or a hospital, but is able to participate in and benefit from an instructional program, the student may be eligible for Hospital/Homebound Services provided in collaboration with the LEA. Complete information regarding the criteria for a Hospital/Homebound Program can be found in State Board of Education Rule 6A-6.03020 and State Board of Education Rule 6A-6.03411.

Tardiness

A student is considered tardy if they are absent at the time attendance is taken provided the student is in attendance before the close of the day. A tardy will either be excused or unexcused. Acceptable documentation to excuse a tardy is the same as those for excused absences. Every 3rd unexcused tardy will convert to an unexcused absence and can be used to meet the criteria to file a truancy petition in circuit court. This does not apply for reporting for Full-Time Equivalent Enrollment (FTE) purposes. Complete information regarding tardiness can be found in Florida Statutes 1003.02(b) and 1003.26.

Early Pick-Up

Students in grades K – 5 who are picked up from school prior to the end of the day will be marked as tardy for the day. A tardy will either be excused or unexcused. The tardy will be excused if the parent provides written documentation that the need to leave school early was for the same reasons that an absence from school would be excused. The parent's notation in the school's early pick-up log may suffice as meeting the requirement to provide written documentation if the notation is sufficient. Every 3rd unexcused tardy will convert to an unexcused absence and can be used to meet the criteria to file a truancy petition in circuit court.

For all students in grades K-8, once the student has accumulated an excused tardy 3 times or absences due to leaving school early for medical/dental reasons within a semester, the parent may be asked to provide documentation from a physician that the student had a medical/dental appointment for subsequent class absences or tardies to be excused. Complete information regarding early pick-up can be found in Florida Statutes 1003.02(b) and 1003.26.

The school principal or designee may approve an early pick-up or release beyond these limits after taking into consideration the reason as well as the student's attendance history, both daily and by period, and the number of early releases.

Initial School Entry

In accordance with Florida Statute 1003.21, it is the responsibility of the parent(s) of students entering the School for the first time to present evidence of the child's age at the time of registration. Entering kindergarten students must attain the age of five (5) years on or before September 1 of the school year for which entry is sought.

Before admitting a child to kindergarten, the principal shall require evidence that the child has attained the age at which he/she should be admitted. The principal may require evidence of the age of any child whom he/she believes to be within the limits of compulsory attendance as provided for by law. If the first prescribed evidence is not available, the next evidence obtainable in the order set forth below shall be accepted:

- A duly attested transcript of the child's birth record filed according to law with a public officer charged with the duty of recording births;
- A duly attested transcript of a Certificate of Baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent(s);
- An insurance policy on the child's life that has been in force for at least two (2) years;
- A bonafide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;
- A passport or Certificate of Arrival in the United States showing the age of the child;
- A transcript of record of age shown in the child's school record of at least (four) 4 years prior to application, stating the date of birth;
- If none of these evidences can be produced, an Affidavit of Age sworn to by the parent, accompanied by a Certificate of Age signed by a public health officer or by a public-school physician, or, if these are not available in the country, by a licensed practicing physician designated by the district school board, which states that the health officer of physician had examined the child and believes that the age as stated in the affidavit is substantially correct.

To register a student, the following types of documents are required[2]:

- Two proofs of residence (copy of legal guardian's photo ID, copy of a utilities bill, copy of lease agreement, etc.)
- Copy of birth certificate
- Proof of immunization
- Proof of physical exam (Within the last 12 months)
- Proof of guardianship (If student is not living with parents)
- Request for Transcripts/Cumulative Folder
- Parent Contract
- Internet Use and Promotion Form
- Dress Code Agreement
- Photograph and Video Release Permission Form
- Parent Volunteer Agreement
- Home Language Survey
- Special programs information (Copy of IEP, 504, or EP, ifapplicable.)
- Contact and Emergency Information Card
- Copy of most recent Report Card (Ifapplicable)
- Copy of any Standardized Testing (Ifapplicable)
- ESOL/ELL or Literacy Folder (Ifapplicable)

According to Florida Statute 1003.01(12) and State Board of Education Rule 6A-6.03411(1)(s), students who are without a fixed, regular, and adequate nighttime residence, are considered

[2] Additional documents and information may need to be presented at the time of registration.

as children and youths who are experiencing homelessness. Pursuant to the McKinney-Vento Homeless Education Assistance Improvements Act of 2001 (Section 725) 42 U.S.C.A. §11432(g)(3)(A)-(C), these children are to be enrolled immediately in the school that meets the best interest of the student. Arrangements are to be made for immunizations, transportation, and all other school services. Appropriate student school and grade level placement, as well as completion of required immunizations and physical examination, shall occur within thirty school days of enrollment. Refer to Florida Statute 1003.21(1)(f) for procedures relating to the enrollment of these students.

Exceptional Student Education (ESE) Students

An ESE student, who has a current Individual Education Plan/Education Plan (IEP/EP), as well as evaluation data necessary to determine that the student meets Florida's eligibility criteria for special programs, will be placed immediately in the appropriate educational program(s) without temporary assignment. The receiving school must review the current IEP/EP and may revise the document as necessary, following appropriate procedures.

Health Requirements – Physical Examination and Immunization Requirements

All pre-K, kindergarten, and new students seeking entrance into a public school are required by Florida Statute 1003.22 to present, at the time of entry, a valid health examination documented on State of Florida *School Entry Health Exam Form* (DH 3040) performed within one (1) year prior to enrollment. [State Board of Education Rule 6A-1.0985]

Physical Examination Requirements

STUDENTS	PHYSICAL EXAMINATION
All students	School Health Entry Exam on Form DH 3040 required for pre-K, kindergarten and 7th grade.
All transfer students within the State of Florida (including private schools)	Review of School Health Entry Exam on Form DH 3040 (original or copy) for at least kindergarten and/or 7th grade documentation.
All transfer students from another state or country	School Health Entry Exam Form DH 3040 (original or copy) required for all grades. Physicals presented on forms from another state are acceptable, if they include all components covered on Form DH 3040 and have the physician's signature and office stamp. Physicals must have been performed within one (1) year of enrollment, unless exempt based on a written request for religious reasons.

Immunization Requirements

All pre-K, kindergarten, and new students seeking entrance into a public school are required by Florida Statute 1003.22 to present, at the time of entry, a valid *Florida Certificate of Immunization Form* (DH 680). In accordance with State Board of Education Rule 6A-1.0985 and Fla. Admin. Code 64D-3.046, students will not be admitted into class without proof of immunization with the physician's signature and office stamp, absent a lawful exception. If a hardship exists for parent(s) of transferring students, according to statute, it is permissible to allow thirty (30) school days for the transfer of records.

NOTE: Homeless students without immunization and physical exam documentation must be enrolled and receive a thirty (30) school day exemption.

Kindergarten and First Grade Entry Requirements

Kindergarten

In accordance with Florida Statute 1003.21(1)(a)2, entering kindergarten students must attain the age of five (5) years on or before September 1 of the school year for which entry is sought.

First Grade

In accordance with Florida Statute 1003.21(1)(b), students entering first grade must attain the age of six (6) years on or before September 1 of the school year for which entry is sought.

Students who have been enrolled in a public kindergarten must progress according to the CSUSA Student Progression Plan. Students transferring from nonpublic kindergartens:

1. Must attain the age of 6 on or before September 1 of the school year for which entry is sought; and
2. Must have written verification of satisfactory completion of kindergarten requirements from the nonpublic school.

Students who meet the age requirement above may be administered kindergarten promotion assessments upon parent request. The assessment results may be used as criteria for first grade enrollment based on promotion charts within this document, as long as the student also meets the age requirement above. All other students who have not been promoted from kindergarten to first grade will be automatically enrolled into kindergarten.

General Student Transfer Information

A student who transfers to a Charter Schools USA school with documentation of completed coursework from a state or regionally accredited public or private school or institution is awarded equivalent credits. Grades earned and offered for acceptance shall be accepted at face value subject to validation. In accordance with State Board of Education Rule 6A-1.09941, if the student does not possess an official transcript or is a Home Education student, successful completion of courses shall be validated through performance during the first grading period. The principal makes appropriate placement decisions based on the academic performance (or age in accordance with Florida Statute), previous work or portfolios, interview with the student and parent, and other information deemed necessary to make the decision.

Kindergarten and First Grade Transfer Students

Dates for the legal public school minimum entry age by State and territory (provided by the Florida Department of Education) should be used in accepting kindergarten and first grade transfer students according to State Board of Education Rule 6A-1.0985. The following section addresses procedures relating to the acceptance of transfer work and credit for students, as specified in 6A-1.09941.

Entry into Kindergarten and First Grade by Out-of-State Transfer Students:

1. Any student who transfers from an **out-of-state public school** and who does not meet regular age requirements for admission to Florida public schools shall be admitted upon presentation of the data required.
2. Any student who transfers from an **out-of-state nonpublic school** and who does not meet regular age requirements for admission to Florida public schools may be admitted if the student meets age requirements for public schools within the state from which he or she is transferring and if the transfer of the student's academic credit is acceptable under rules of the School. Prior to admission, the parent or guardian must also provide the data required.
3. In order to be admitted to Florida schools, such a student transferring from an out-of-state school must **provide the following data**:
    a. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the child was previously enrolled in school;
    b. An official letter or transcript from proper school authority, which shows record of attendance, academic information and grade placement of the student;
    c. Evidence of immunization against communicable diseases as required in Section 1003.22, Florida Statutes; Evidence of date of birth in accordance with Section 1003.21, Florida Statutes; and
    d. Evidence of a medical examination completed within the last twelve (12) months in accordance with Section 1003.21, Florida Statutes.

Grades 2-5 Transfer Students

A student in grades 2-5 who transfers from any other public or private school in the United States or a foreign country is placed in comparable classes, and all records from the previous school are accepted.

Grade 3 students who transfer from any public or private school in the United States or a foreign country after the current year's Florida state-mandated, standardized ELA administration must show Good Cause for promotion prior to being promoted to fourth grade.

If the transfer occurs after the current school year, and there is proof of promotion (i.e., report card) from the previous school, the student may be promoted based on this information.

English Language Learner (ELL) Transfer Students

In accordance with State Board of Education Rule 6A-6.0905, ELLs are identified and assessed to determine eligibility for services, in accordance with State Board of Education Rule 6A-6.0902(1)(2).

The English for Speakers of Other Languages (ESOL) coordinator and the Student Services Coordinator/school counselor/administrator shall review the educational background of the transferring student to determine appropriate grade level, subject, and ESOL Program placement. See State Board Education Rule 6A-6-6.0902(3)(b). Parental input regarding educational background should be taken into consideration especially when transcripts, records, or report cards are not readily available. This information is documented and filed in the English Language Learners (ELL) folder. Families will be assisted when necessary for language translation in order to ensure proper communication of program/courseplacement.

An ELL Committee meeting must be conducted under the following circumstances: a student's placement is based on age, there is a lack of information about prior schooling (no transcript or report card), or prior schooling does not meet grade level requirements. An administrator must participate in the ELL Committee and placement process as outlined in the district ELL Plan.

Exceptional Student Education (ESE) and Gifted Transfer Students

The State Board of Education Rules 6A-6.0331, and the District's Exceptional Student Education Policies and Procedures (SP&P), address the requirements for Individual Educational Plans (IEPs) or Educational Plans (EPs), as well as the requirements for students who transfer to the School within Florida and students who transfer from outside of Florida.

ESE and Gifted Students Who Transfer Within Florida

If an Exceptional Education Student (ESE) or Gifted student, who had an IEP or EP that was in effect in a previous Florida school district, transfers and enrolls in a CSUSA managed school, the School and Local Education Agency (LEA) will ensure that a Free Appropriate Public Education (FAPE) is provided to the student, which includes services comparable to those described in the child's IEP/EP from the previous Florida school district or CSUSA school, until the School does either of the following:

- Adopts the child's IEP/EP from the previous School District or CSUSA school; or
- Develops, adopts, and implements a new IEP/EP, possibly in conjunction with the Local Education Agency, that meets the applicable requirements of State Board of Education Rule 6A-6.03028 or 6A- 6.03019(1).

ESE and Gifted Students Who Transfer from Outside Florida

If an Exceptional Student Education (ESE) student, who had an IEP or EP that was in effect in a previous school district in another state, transfers and enrolls in a new school within the same school year, the School and LEA will ensure students are provided with a FAPE, which includes services comparable to those described in the child's IEP/EP from the previous School, until the School does both of the following:

- Conducts an initial evaluation in accordance with State Board of Education Rule 6A-6.0331 (if determined to be necessary by the School); and
- Develops, adopts, and implements a new IEP/EP, if appropriate, possibly in conjunction with the Local Education Agency, that meets the applicable requirements of State Board of Education Education Rule 6A-6.0331 .

Students Who Transfer with Section 504 Accommodation Plans

A transferring student with an active Section 504 Accommodation Plan is a student who was previously enrolled in any other school or agency with an active Section 504 Accommodation Plan and who is enrolling in a Florida school district. Upon notification that a transferring student is one with an active Section 504 Accommodation Plan, the receiving school must review and revise, as necessary, the existing active Section 504 Accommodation Plan and supporting documentation. Until that review is complete, the receiving school must implement the student's current Section 504 Accommodation Plan to the maximum extent reasonable in the current placement. If, following the receiving school's review, it is determined that the Section 504 Accommodation Plan is not appropriate; the school must evaluate the student consistent with Section 504 procedures, and develop and implement an appropriate Section 504 Accommodation Plan.

WITHDRAWAL PROCEDURES

Student Withdrawal During the School Year

A student who leaves before the close of the school term shall receive grades on the report card covering the terms in attendance. A student will not meet promotion requirements unless he/she enrolls in another school to complete the academic year. The parent(s) of a student who leaves school during the last two (2) weeks of the school year must show evidence that the withdrawal is necessary and the student must successfully complete examinations as appropriate. Principals may have the authorization to make arrangements for the administration of any tests or examinations as appropriate, prior to withdrawal.

Principals may determine that the requirements for early withdrawal do not have to be met when unusual/extenuating circumstances arise. Student withdrawal must be approved by the school principal.

Withdrawals for Enrollment in Home Education Program

To withdraw a student for enrollment in a Home Education Program, the custodial parent(s) must initiate the withdrawal process at the school, complete the exit interview and report to the local school district to register the student in the new program.

CURRICULUM

The School's Guaranteed and Viable Curriculum (GVC) incorporates the performance standards as defined by the Florida Department of Education (FLDOE) Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards and Next Generation Sunshine State Standards (NGSSS), as applicable.

The curriculum includes standards/benchmarks for the following content areas:

- English Language Arts
- Mathematics
- Science
- Social Studies
- World Language
- Fine Arts (Music/Art)
- Physical/Health Education

These standards delineate the academic achievement for which the state will hold schools accountable. Research-based instructional materials are provided as tools to support instruction in elementary school classrooms.

Remediation and Intensive Instruction

The school has an established, comprehensive program for student progression which must include specific levels of performance in reading, writing, mathematics, and science for each grade level, including the levels of performance on statewide assessments which a student must receive remediation, or be retained and provided intensive instruction. This intensive instruction is different from the previous year's programming and takes into account the student's learning style. School personnel uses all available resources to achieve parent understanding and cooperation regarding the student's grade placement.

Remedial and supplemental (academic) instruction resources must be allocated to students based on student data and the needs of the school. A student's reading proficiency will be monitored, and the intensive instruction will continue until the student demonstrates grade level proficiency pursuant to Florida Statute 1008.25(5)(a).

Reading Remediation

The K-12 Comprehensive Reading Plan for the school outlines specific intervention programs, schedules, and strategies to address necessary instruction and remediation for students in all grade levels.

Any student in kindergarten through third grade who exhibits a substantial deficiency in reading based upon locally determined or statewide assessments, must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency. Pursuant to Florida Statutes 1002.20(11) and 1008.25, the parent(s) of any grade K-3 student who exhibits a substantial deficiency in reading, based upon school- determined or statewide assessments conducted in kindergarten, 1st grade, 2nd grade, 3rd grade, must be notified in writing.

Third Grade Intensive Instruction

Grade 3 students retained for reading must be provided intensive instructional services and supports to remediate the identified areas of reading deficiency, including participation in 3rd Grade Summer School. In accordance with Florida Statute 1008.25, these services and supports include a minimum of ninety (90) minutes of daily, uninterrupted, scientifically evidence-based reading instruction, an additional thirty (30) minutes of intensive intervention, and other strategies, which may include, but are not limited to the following:

- Small group instruction;
- Integration of science and social studies content within the ninety (90) minute block;
- Reduced teacher-student ratios;
- More frequent progress monitoring;
- Tutoring or mentoring;
- Transition classes containing 3rd grade and 4th grade students; and/or
- Extended school day, week, or year.

Third grade students retained for reading must have a highly effective teacher as determined by the teacher's performance evaluation in accordance with Florida Statute 1012.34, and provide students who are retained under Florida Statute 1008.25 (5)(b), including students participating in the school district's summer reading camp under subparagraph (a)2., with a highly effective teacher certified or endorsed in reading.

NOTE: Course recovery expectations for grades 6-12 are outlined later in this document.

Enrichment Opportunities

The School will provide multiple opportunities for advanced students to participate in enrichment activities. To accommodate learners that need enrichment, teachers can differentiate in three ways: with the content students are learning, the process in which the material is being taught, and the product that is developed to demonstrate learning. Specific strategies may include, and are not limited to:

- Marzano's High Probability instructional strategies
- Cross-curricular instruction and learning
- Multiple intelligences
- Project-based learning
- Cooperative learning
- Challenge-based learning
- Academy/Certification models
- High school programming

As a tool to support differentiation, the School may also utilize blended learning strategies that include:

- Opportunity to learn content that may not be offered in a traditional brick-and-mortar classroom (i.e. students can take a variety of world languages or electives to meet student interest)
- Remedial and credit recovery programs that provide opportunities for students to work at their grade level learning fundamental skills to make academic gains
- Unlimited access to work at the student's pace and time
- Pograms that accommodate "Flipped Learning," which allows students to learn the lesson at home and practice what is learned in the classroom
- Additional programs for advanced (enrichment) academics

ADVANCED COURSEWORK

High School Level Coursework in Middle school

Students in middle school who demonstrate readiness are eligible to take advanced courses in which they will earn high school credit. The possible courses offered include, but are not limited to, Algebra I, Geometry, Biology, Physical Science, and U.S. History. Entry of students into a high school level course is up to the discretion of the principal. The principal will take into consideration various factors to determine academic readiness, including student grades, performance on state assessments, and results from a screening exam. Students must be proficient in previous year's course, as well as perform in the upper quartile of the proficient levels on state assessments[3]. Students who wish to take Geometry must first take and pass the Algebra I course and EOC. Students who wish to take Algebra II must first take and pass the Geometry course and EOC. Students must maintain proficiency in the high school level course in order to maintain course enrollment.

College Credit Coursework in High School

Students in high school who demonstrate readiness are eligible to take advanced courses in which they may earn college credit.

SPECIAL PROGRAMS

English for Speakers of Other Languages (ESOL) Programs

In accordance with State Board of Education Rules 6A-6.0902, 6A-6.0903, 6A- 6.0904; 6A- 6.0908, students who are identified as English Language Learners (ELLs) must be given equal access to the general curriculum. ELLs are placed in courses based on need and eligibility. The student's Individual ELL Plan documents the instructional strategies required to ensure the student has an equal opportunity to master the General Education curriculum.

[3] Students who earned a 3, 4 or 5 on the state assessment are considered proficient or above proficiency.

Considerations for English Language Learners

In accordance with State Board of Education Rules 6A-6.0902, 6A-6.0903, and 6A-1.09432(6), students identified as ELL must meet the levels of performance indicated on the Student Progression Charts. Promotion for an ELL shall be based on the student's academic performance, regardless of the level of English Language proficiency. Retention of these ELL students requires the review and recommendation of the ELL Committee and may not be based solely on lack of English proficiency, demonstration of grade-level content knowledge in English, or on a score on any single assessment instrument. ELLs are required to meet student performance standards for the appropriate grade level. However, for ELLs whose Date Entered a United States School (DEUSS) falls within one (1) year prior to the assessment date may be exempt from participating in the English Language Arts component of the state assessment in accordance with 6A-1.09432. The Consent Decree and Title III requirement is to measure the student's ability toward attainment of the standards, regardless of whether that ability is demonstrated in English or the student's home language. The Consent Decree and Title III requirement is to measure the student's ability toward attainment of the standards, regardless of whether that ability is demonstrated in English or the student's home language.

An ELL Committee must meet to determine whether an ELL should be retained. Adequate progress, as defined in the ELL Plan and at least one (1) other criterion, shall be used by the Committee as grounds for promotion. An ELL may be retained, if the ELL Committee determines that the student has not progressed satisfactorily according to his/her ELL Plan.

Gifted Education Programs

Students enrolled in the Gifted Program have an opportunity to access a qualitatively differentiated curriculum, which consists of carefully planned, coordinated learning experiences that extend beyond the basic curriculum to meet the specific learning needs of the student.

Students identified as gifted, under State Board of Education Rule 6A-6.03019, have an Educational Plan (EP) that outlines goals, strengths, and weaknesses that provide direction for the instructional program. The Differentiated Instructional Program may include advanced-level content and enrichment that address the student's special abilities and interests.

Section 504 Accommodation Plans

A student is eligible for accommodations, under Section 504 of the Rehabilitation Act of 1973, if the student is determined to have a physical or mental impairment that substantially limits one (1) or more major life activities of such student. In addition, a student with either a record of impairment, or who is regarded as having impairment, is protected from discrimination under both Section 504 and the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act of 2008, effective January 1, 2009.

A student meets the requirement of being regarded as having impairment by establishing that the student has been subjected to a prohibited act because of an actual or perceived physical or mental impairment, whether or not the impairment limits or is perceived to limit a major life activity. This provision shall not apply to a student's impairments that are transitory and minor. A transitory impairment has an actual or expected duration of six (6) months or less. A 504 Team, consisting of knowledgeable individuals who are familiar with the student and who understand the evaluation data and special services options, must meet as necessary to determine if an otherwise qualified student's mental and/or physical impairment substantially limits one (1) or more of the student's major life activities.

Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning,

reading, concentrating, thinking, communicating, and working. Major life activities also include the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

An episodic or in remission impairment is a disability if it would substantially limit a major life activity when active. Impairment that substantially limits one (1) major life activity need not limit other major life activities in order to be considered a disability.

The determination of whether the impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:

- Medication, medical supplies, equipment or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies;
- Use of assistive technology;
- Reasonable accommodations or auxiliary aids or services; or
- Learned behavioral or adaptive neurological modifications. However, the ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether the impairment substantially limits a major life activity. To ensure compliance for all school decisions made under Section 504 and ADA, two (2) components are necessary. First, the parent(s) must always be notified of any meeting scheduled to determine eligibility or subsequent meetings to make changes to the Section 504 Accommodation Plan. Secondly, a 504 Team must make service, accommodation, and placement decisions. A Section 504 Accommodation Plan cannot be changed without proper parental notice and a 504 Team Meeting. The individual student's Section 504 Accommodation Plan documents the accommodations and/or modifications that are required to ensure that the student has an equal opportunity to access the General Education curriculum. [Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104]

Considerations for Section 504 Accommodation Plans

As outlined in Section 504 of the Rehabilitation Act of 1973, 34 C. F. R. Part 104, a student's Section 504 Accommodation Plan documents each of the accommodations required to ensure the student receives a Free Appropriate Public Education (FAPE) and has an equal opportunity to access the General Education curriculum in the least restrictive environment. If a Section 504 Team decides to make any alteration to the delivery of instruction or student assignments for a student with an active Section 504 Accommodation Plan, such alteration must be documented in the student's 504 Accommodation Plan. A parent of a student with an active Section 504 Accommodation Plan must be notified of any proposed changes to the 504 Accommodation Plan. In addition, a parent must be given the opportunity to provide input on decisions made by the 504 Team.

A student with an active Section 504 Accommodation Plan must meet the School's levels of performance in order to be promoted. Parent(s) must be notified if a student with a 504 Accommodation Plan is being considered for retention. The Team must determine if the reason(s) for retention is/are caused by the disability of record on the active Section 504 Accommodation Plan. If the Team determines that the below grade level performance is caused by the disability, the student's placement must be re-evaluated.

The re-evaluation must include a review of the student's: records, the intellectual and academic abilities, and other pertinent information provided by the teachers. Comprehensive documentation regarding student placement must be provided each time re-evaluation occurs.

If the Section 504 Team determines that the below grade level performance is not caused by the disability, the student is treated in the same manner as any General Education student.

Exceptional Student Education (ESE) Programs

Pursuant to State Board of Education Rule 6A-6.03028, Individual Education Plans (IEPs) for students with disabilities enrolled in an Exceptional Student Education (ESE) Program must specify the specially designed instruction and related services that are necessary to meet each student's unique needs. Refer to Florida Statute 1003.57.

All students must be given access to the general curriculum, as is appropriate, in relation to their unique needs and abilities and as delineated on each student's IEP. For the majority of these students, the General Education standards should be the basis of their curriculum. For some students, modified standards and/or benchmarks in one (1) or more content areas may be more appropriate. Access Points are expectations for students with significant cognitive disabilities when accessing the General Education curriculum. Access Points reflect the core intent of the standards with reduced levels of complexity.

In all cases, the IEP Team, which must include the parent(s), makes special program placements and educational decisions. The IEP must include a statement of measurable annual goals, including benchmarks or short-term objectives, when appropriate, related to meeting the student's needs that result from the student's disability. During the IEP development process, the parent(s) and student, when appropriate, should be participants in the discussions around how the student will be involved/progress in the general curriculum, and how the student will participate in appropriate activities. The IEP shall also address how each of the student's other educational needs (that result from the student's disability) will be met. [State Board of Education Rule 6A-6.03028(3)(h)2]

The IEP will specify whether accommodations/modifications are necessary in the areas of curriculum, instruction, and assessment provided that the accommodations/modifications do not include modifications to the curriculum descriptions/frameworks or student performance standards. The IEP must be implemented as developed by the IEP Team. The IEP must contain an explanation of the extent, if any, to which the student will not participate with non-disabled students in the General Education class (Refer to the district's *Exceptional Student Education Policies and Procedures (SP&P)* for details). In compliance with the least restrictive environment mandate, a student with a disability may be removed from the General Education environment, only if the nature and/or severity of the disability is such that education in General Education classes, with the use of supplementary aids and services cannot be achieved satisfactorily [*Exceptional Student Education Policies and Procedures (SP&P)*].

The School shall establish procedures that provide the opportunity for one (1) or both of the student's parent(s) to participate in meetings and decisions concerning the student's IEP. A written notice of the meeting must be provided to the parents and must indicate the purpose, time, and location of the meeting, as well as whom, by title or position, will beattending.

Considerations for Exceptional Student Education (ESE) Students

In order to be promoted to the next grade level, a student with a disability who is enrolled in an ESE program must meet the School's performance indicators for the grade level in which he or she is enrolled. The primary responsibility for determining each student's level of performance is that of the General Education teacher, in collaboration with the Special Program teacher. The principal may (upon recommendation of the instructional staff and the IEP Team) determine that the promotion requirements have beensatisfied.

Other factors that may be considered to determine if promotion requirements have been met may include the following:

- Previous retention history;
- Current goals and objectives on the student's IEP;
- Social/emotional behavior;
- Attendance;
- Placement and a possible change in the current placement;
- Grades; and/or
- Current accommodations/modifications/services.

In accordance with Florida Statute 1008.25(1), it is the responsibility of the School to provide all students with effective instructional and remedial programs that monitor progress, promote continuous achievement, and make provisions for individual differences. Pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), the IEP for each child with a disability must include a statement of measurable annual goals, including academic and functional goals. The IEP must meet the child's needs that result from the disability to enable the child to be involved in and make progress in the General Education curriculum. The IDEA requires the LEA to provide a Free Appropriate Public Education (FAPE) to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course or grade, and is advancing from grade-to- grade. Generally, a FAPE must be available to all children with disabilities residing in the State between the ages of three (3) and twenty-one (21), inclusive, including children with disabilities who have been suspended or expelled from school. [34 C.F.R. § 300.101(a)] State law requires that ESE students who are included in the General Education curriculum must meet the School's and/or State levels of performance for student progression; unless the student's IEP Team determined that the student should follow a modified curriculum aligned with ESE course requirements and benchmarks.

State law prohibits social promotion for any public-school student, including ESE students. Social promotion occurs when a student is promoted based on factors other than the student achieving School and state levels of performance for student progression. The law mandates that "No student may be assigned to a grade level based solely on age or other factors that constitute social promotion." [Florida Statute 1008.25(6)(a)]

This law includes specific Good Cause Exemptions to the state's promotion requirements. With specific reference to ESE students, the law exempts "Students with disabilities whose Individual Education Plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule." [Florida Statute 1008.25(6(b)(2)]

ESE students must participate in statewide assessments, unless their current IEP indicates that participation in statewide assessments is not appropriate, consistent with applicable State Board of Education requirements. (Refer to Florida Statute 1008.212 as to the extraordinary exemption that must be granted by the Education Commissioner to exempt the student from taking the assessment.)

Extended School Year (ESY) for Exceptional Student Education (ESE) Students

Extended School Year (ESY) services means specially designed instruction and related services that are provided to an ESE student beyond the normal school year of the School in accordance with the student's IEP. ESY services must meet State Educational Standards and are always at no cost to the parent.

In accordance with State Board of Education Rule 6A-6.03028(3)(g)(12) ,at least annually, an IEP Team for each ESE student must consider whether ESY services are necessary for the provision of a Free Appropriate Public Education (FAPE) to the student. ESY services must be provided if a student's IEP Team determines, on an individual basis, that the services are necessary for the provision of a FAPE to the student. The IEP Team will determine the goals and objectives using the current IEP and documentation of progress. ESY services may not be limited to particular categories of disability or unilaterally limit the type, amount, or duration of those services. An ESE student who fails a General Education course would follow the same guidelines for promotion and retention as stated further in this document under Performance Levels for Student Promotion.

ASSESSMENTS—STATEWIDE, SCHOOL & END-OF-COURSE ASSESSMENTS

Statewide Assessments

In accordance with Florida Statute § 1008.22, all eligible students in grades 3 and above must participate in all regular state-mandated assessments for accountability purposes, except as prescribed by the Commissioner of Education. Students must take the state assessment aligned to their course enrollment.

The Florida Assessment of Student Thinking (FAST) refers to the new Coordinated Screening Progress Monitoring (CSPM) System assessments, which are aligned to the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards.

FAST VPK-2

The FAST VPK-2 assessments for Early Literacy, Reading and Math will be administered three times per year. PM1-PM3 will occur within the FLDOE state assessment windows. These computer-adaptive assessments are Renaissance's Star Early Literacy, Star Reading and Star Math.

English Language Learners (ELLs)

For ELLs, administration of FAST VPK-2 assessments should be conducted as close as possible to the conclusion of the 30-day administration period and after the English language proficiency test has been administered. A student identified as ELL should be screened, unless the student has arrived in the United States in the last thirty (30) days and has sufficient difficulty speaking, reading, writing or understanding the English language.

FAST 3-10 Reading and 3-8 Math

Each subject-area test will be administered in one session. PM1 and PM2 will be used for informational purposes only and will not be used for accountability. PM3 will be a summative assessment used for accountability purposes. Tests will be computer-adaptive through Cambium's Test Delivery System (TDS) secure browser.

Florida Statewide Science Assessment (SSA)

The statewide, standardized Science assessment shall be administered annually at least once at the elementary and middle grades levels. The SSA measures student achievement of the Next Generation Sunshine State Standards in science. Usually students in grades 5 and 8 participate in the statewide science assessment. Students enrolled in accelerated science pathways and courses may take these assessments in earlier grade levels in order to accelerate their learning.

End-of-Course Assessments

All middle school students enrolled in any of the courses that require an End-of-Course (EOC) Assessment shall participate in the EOC Assessment administration that is specific to that course. Students in middle grades who are enrolled in any other EOC courses must take the aligned EOC assessment.

The following tables list the statewide assessments administered for each grade level and subject area based on the FLDOE as of May 2024[4]:

Category	Assessment	Grade Level
Florida Assessment of Student Thinking (FAST)	Renaissance STAR Early Literacy, Reading and Math	VPK-2
Florida Assessment of Student Thinking (FAST)	FAST Reading	3-10
Florida Assessment of Student Thinking (FAST)	FAST Writing	4-10
Florida Assessment of Student Thinking (FAST)	FAST Mathematics	3-8*

Category	Assessment	Grade Level
BEST EOCs	Algebra 1 Geometry	Middle School/High School*
NGSSS EOCs	Civics	Middle School
	U.S. History Biology 1	Middle School/High School*

Category	Assessment	Grade Level
Next Generation Sunshine State Standards (NGSSS) Assessments	Statewide Science Assessment	5 & 8*
Re-takes	10th ELA Re-takes	High School

**See notation for acceleration opportunities above*

The Florida Standards Alternate Assessment (FSAA)

The FSAA provides options to those students for whom participation in the Florida Standards Assessment (FSA) is not appropriate, even with accommodations, as identified in the student's Individualized Education Plan (IEP). It is expected that only students with the most significant cognitive disabilities who are eligible under the Individuals with Disabilities Education Act (IDEA) will participate in the FSAA.

Subject Grade	Grade
Access ELA	3-10
Access Math	3-8
Access Science	5 & 8
Access Civics	7
Access Algebra 1 Access Biology 1 Access Geometry Access U.S. History	High School

[4] This chart is subject to change based on adjustments made by the FLDOE.

ACCESS for ELLs

ACCESS for ELLs must be administered to all K-12 students classified as ELL with a code of LY on the first day of the test administration window.

School Assessments

Listed below are measurement tools that will be used for assessment purposes to monitor progress throughout the year. These are all used to determine the progress of students with regard to mastery of the standards and reaching a level of proficiency on statewide assessments. The listed assessment tools do not preclude the School from incorporating other measures that may be determined necessary to support the mission of the School or may be required per Florida law.

- Interim Diagnostic Assessments, which include up to three administrations in the areas of English/language arts, mathematics, and science. The Northwest Evaluation Association (NWEA) currently provides the Measures of Academic Progress (MAP) Growth.
  - NWEA MAP Growth for Reading and Math: Aligned to the BEST Standards, MAP assesses students with engaging, ability-appropriate content. NWEA is an adaptive assessment; therefore, as a student responds to questions, the test difficulty adjusts to the student's zone of proximal development.
  - NWEA MAP Growth for Science: Aligned to state science standards, test items are helpful for assessing students up to and including 8th grade, prior to more specialized science curriculum in high school, and measures student mastery of science concepts within the three major domains of science: life sciences, earth and space sciences, and physical sciences. Administration of MAP for Science is required in grades 5 and 8, but the School will have the option of offering this assessment to other grade levels (including Biology) if desired.
- Benchmark Assessments and Instructional Focus Assessments (IFAs) will be used to gauge students' progress on mastery of the Guaranteed and Viable Curriculum (GVC). These assessments will be administered after standards are taught and will be scheduled in between diagnostic assessment periods.
- Standards-Based Classroom Assessments are formative assessments that are designed to evaluate whether a student has mastered (a) specific standard(s). Each assessment will measure the academic performance of each student on (a) particular standard(s), based on content that has been introduced and practiced.
- NWEA MAP Reading Fluency is an early literacy assessment that will be administered up to three times annually in grades K-2 to monitor progress of students' literacy skills aligned to the science of reading, and to provide formative assessment data to teachers.

Assessment Accommodations

Allowable accommodations will be provided to eligible students on school and state assessments in accordance with their IEP, 504 and/or ELL plan.

National and International Education Comparisons

Pursuant to Florida Statute 1008.22 (2), Florida school districts shall participate in the administration of the National Assessment of Educational Progress, or similar national or international assessments, both for the national sample and for any state-by-state comparison programs that may be initiated, as directed by the Commissioner. The administration of such assessments shall be in addition to, and separate from, the administration of the statewide, standardized assessments.

GRADING POLICY

Academic grades are a reflection of student mastery of the standards being taught and should not be skewed by non-academically related aspects. This grading approach provides teachers with a more accurate indicator of the proficiency level of the student as it relates to state standards. Students must be present in school to complete any mastery assignments or assessments. Therefore, student academic work will not be graded based on behavior and students will not be academically penalized for turning in late assignments or cheating. However, students will receive appropriate behavioral consequences for these actions, in addition to completing an alternative, standards-based assignment or assessment to measure mastery in instances of cheating or plagiarism.

Students will be given ample opportunity to practice the standards taught both in class and through home learning assignments, in order to demonstrate what they have learned. A child who does not complete class work during school hours may have to complete this work in addition to home learning assignments. The purpose of home learning assignments is to develop study habits in children early on in their academic lives and reinforce concepts that have been taught or to work on projects that have been assigned. If a student fails to turn in home learning, he/she should complete it for the following day. If a child consistently fails to complete home learning, there may be consequences in the classroom. It is important to note that home learning is the student's responsibility.

Parents will have real-time access to grades in the electronic grade book, and teachers will communicate with families before a report card with final grades is issued to address any concerns about students who are failing. Students enrolled in college level classes (i.e. AICE, IB, AP) may have differentiated grading policies.

Grading Scale

Academic Grades	
Kindergarten through First Grade Scale: E, S, N, U	**Second Grade through Twelfth Grade** Scale: A, B, C, D, F
E = Excellent (90-100)	A = 90-100
S = Satisfactory (75-90)	B = 80-89
N = Needs Improvement (65-74)	C = 70-79
U = Unacceptable (0-64)	D = 60-69
	F = 0-59

Citizenship Grades
The Citizenship Grade is comprised of three personal development skills: conduct, effort, and participation.
Scale: E, S, N, U
E = Excellent S = Satisfactory N = Needs Improvement U = Unacceptable

REPORTING STUDENT PROGRESS

The School will utilize a proprietary report card to keep parents informed of their child's academic growth. The report card will give parents a comprehensive overview of their child's current skill level and a measure of his/her progress toward attaining mastery of the standards, as it contains both a practice grade and a mastery grade. It also includes a component regarding citizenship, aligned with integrated character education, which measures student performance based on conduct, participation, and effort. Attendance reports will also be included, noting absences and tardies.

Parent Notification Requirements

Parent(s) must be notified in writing of the School's promotion requirements. Parent(s) of English Language Learners (ELLs) must be notified using the appropriate translated version of the School's promotion requirements.

All notifications to parent(s) who are not proficient in the English Language shall be in the language or other mode of communication commonly used by the parent(s) unless such communication is clearly not feasible.

School personnel will notify parent(s) in writing of student progression requirements within the first two (2) months of school. The requirements may be included in the parent/student handbook or sent home in some other written form. [Florida Statute 1008.25]

The parent(s) of a student who is not making adequate progress will be notified in writing each marking period in the comment section of the student's report card. As outlined in Florida Statute 1008.25(8)(a), an annual written report must be provided to the parent of each student on the student's progress toward achieving proficiency.

Frequency of Grade Reports/Progress Reports

All students will receive the Report Card at the end of each marking period. The Progress Report will be distributed to families at the mid-point of every marking period.

Based on guidelines from the LEA, parent(s) of students with disabilities enrolled in Exceptional Student Education (ESE) must also be informed of their child's progress toward his or her annual Individual Education Plan (IEP) goals at least as often as their non-disabled peers receive report cards.

STUDENT PROMOTION PERFORMANCE LEVELS

Reading, Writing, Mathematics, and Science

The School expects students to progress through specific levels of performance in ELA, mathematics, social studies and science for each grade level. Social studies and science standards and expectations are infused within ELA for K-5. These levels of performance will be used to identify students who must receive remediation and may be retained, as well as students who have mastered content and wish to move beyond the expectation for students in the same grade level. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion or administrative placement, as referenced in Florida Statute 1008.25(6)(a). No student may be retained solely on the basis of standardized assessments. Students shall meet the appropriate performance levels for Next Generation Sunshine State Standards (NGSSS) or Florida BEST Standards, as set forth in State Board of Education Rule 6A-1.09401.

Promotion

If a student masters any of his or her current grade level benchmarks prior to the ending of the school year, that student will have the opportunity to work toward mastery on standards above his/her grade level. Any student who masters grade level material and is provided instruction and learning opportunities above their current grade level assignment will continue to participate in whole group activities and electives with their same aged peers.

Retention

Recommendation for Promotion/Retention

The school must provide compelling, verifiable evidence when student performance on appropriate grade level assessments is not indicative of daily classroom performance. Factors outside of state assessments may include, but are not limited to, the following:

- Previous retentions;
- Level of text at which student is independently successful;
- Observations and/or checklists;
- Interim benchmark assessment data;
- Student portfolios;
- Instructional focus assessments;
- Classroom assessments; and/or
- Current grades/marks.

The ultimate decision for promotion or retention is made by the Principal based on evaluation of verifiable evidence.

K-5 Student Progression Charts

At CSUSA, reading is a primary focus in compliance with Florida Statute 1002.33(7)(a)2. The Student Progression charts show identified performance levels as they relate to state assessments, as well as other assessments and indicators pursuant to Florida Statute 1008.25(2)(a). While progression from one grade to the next is based on mastery of standards in core subject areas – English language arts, Math, Science, and Social Studies – all grade levels can take into consideration multiple factors with regard to promotion and retention. This includes performance in all areas and social and emotional readiness. The following chart is a guide for teachers and administrators to appropriately target students who may be eligible for promotion or retention. The teacher, parent, Response to Intervention (RtI)/Multi-Tiered System of Support (MTSS) representative, and Principal will work together to ensure a plan is in place to support students. The ultimate decision for promotion or retention is made by the Principal.

K-2 Student Progression Chart
Promotion Criteria Guidance based on Spring/End-of-Year benchmark data

Promote Above Grade Level (AGL)	**Promote On Grade Level (OGL)**	**Promote with PMP Below Grade Level (BGL)**	**Retain with PMP- Below Grade Level**

Grade Level	**Decision**	**NWEA *MAP Reading Fluency***	**NWEA *Reading***	**NWEA *Math***	**iReady *Reading***	**iReady *Math***	**Lexile Level**	**FAST *Early Literacy/ Reading***	**FAST Math**
K	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	165+	80%ile or above	80%ile or above
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	110-164	Between 50%ile – 79%ile	Between 50%ile – 79%ile
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	BR	Below the 50%ile	Below the 50%ile
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	NR	Below the 20%ile	Below the 20%ile
1st	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	571+	80%ile or above	80%ile or above
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	165-570	Between 50%ile – 79%ile	Between 50%ile – 79%ile
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	137-164	Below the 50%ile	Below the 50%ile
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	136 and below	Below the 20%ile	Below the 20%ile
2nd	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	796+	80%ile or above	80%ile or above
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	425-795	Between 50%ile – 79%ile	Between 50%ile – 79%ile
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	367-425	Below the 50%ile	Below the 50%ile
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	366 and below	Below the 20%ile	Below the 20%ile

3-5 Student Progression Chart
Promotion Criteria Guidance based on Spring/End-of-Year benchmark data

Promote- AGL Above Grade Level	Promote- OGL On Grade Level	Promote – BGL with PMP- Below Grade Level	Retain with PMP- Below Grade Level

Grade Level	Decision	NWEA *MAP Reading Fluency*	NWEA *Reading*	NWEA *Math*	iReady *Reading*	iReady *Math*	Lexile Level	FAST *Reading*	FAST *Math*
3rd	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	986+	4+	4+
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	645-985	3	3
	Promote - BGL	Approaching	See Good Cause Requirements as Applicable				610-644	2	2
	Retain	Below	See Good Cause Requirements as Applicable				609 and below	1	1
4th	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	1161+	4+	4+
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	850-1160	3	3
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	815-850	2	2
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	814 and below	1	1
5th	**Promote - AGL**	Exceeds	80%ile or above	80%ile or above	80%ile or above	80%ile or above	1261+	4+	4+
	Promote - OGL	Meets	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	Between 50%ile – 79%ile	950-1260	3	3
	Promote - BGL	Approaching	Below the 50%ile	Below the 50%ile	Below the 50%ile	Below the 50%ile	900-949	2	2
	Retain	Below	Below the 20%ile	Below the 20%ile	Below the 20%ile	Below the 20%ile	899 and below	1	1

NOTE: In accordance with Florida Statute 6A-1.094221, students earning an NWEA MAP RIT score or iReady scale score in the 50th percentile or higher (197+ based on the NWEA MAP RIT Scale Norms Study and 534+ based on the iReady Percentile to Score Conversion) in the Spring testing window qualify for a good cause exemption for promotion to fourth grade based on an approved alternative standardized reading assessment if MAP/iReady was administered AFTER the third-grade FAST Reading assessment. MAP/iReady may be administered up to two times total (in the Spring window) if there are at least 30 days between administrations. See Third Grade Mandatory Retention section for more information.

Middle School Progression

The credit requirements prior to entry into high school are as follows:

Course	Credits	Requirements
English Language Arts	3	Can be middle or high school level courses.
Mathematics	3	Can be middle or high school level courses. EOC assessments count for 30% of the student's grade in that course, while S1 and S2 both count for 35% each.
Science	3	Can be middle or high school level courses. Students enrolled in Comprehensive Science 3 (or an equivalent course) will take the Statewide Science Assessment. The Biology EOC assessment counts for 30% of the student's grade in that course, while S1 and S2 both count for 35% each.
Social Studies	3	Can be middle or high school level courses. EOC assessments count for 30% of the student's grade in that course, while S1 and S2 both count for 35% each. One of these courses must be a civics education course (usually enrolled in 7th grade), which is accompanied by an EOC assessment. State requirements for career planning may be met through
Physical Education	1.5	Students must take physical education for one semester of each year, unless a qualifying waiver is in place.
Electives	4.5	Can be middle or high school level courses. Elective options will be determined based on student interest and school identity. Students that are participating in course recovery to meet promotion criteria may be required to waive their elective course.

Students must pass each semester with a grade of "D" or higher in the core subject areas to be promoted to 9th grade.[5] The school will implement proactive measures to avoid and address course recovery needs. Below are options that each student will be offered in order to recover their grades and pass each course.

- If a student fails the first two quarters, he or she may:
  - Participate in course recovery for the second semester and be assigned content from the entire first semester
  - Participate in course recovery over the summer and be assigned content from the entire first semester

[5] Some final grade calculations may be changed to align with district SIS calculations.

- If a child fails the second two quarters, he or she may:
  - Participate in course recovery over the summer and be assigned content from the entire second semester
- If a child fails the entire course, he or she may:
  - Participate in course recovery over the summer and be assigned content from the entire year
  - Participate in course recovery the following school year

A student may only have the option to participate in course recovery in the following school year for **one** course in either social studies or science. If a student fails ELA or Mathematics, then he or she must participate in course recovery during the current school year or over the summer.

The student is issued the failing grade until one of the above options is successfully completed.

In addition, the following options may be used as alternate documentation of successful completion of required courses:

- Student has successfully completed the course through the blended program offered at the School.
- Student has scored an acceptable level (3, 4, or 5 in ELA, Math, Science, Algebra I, Geometry, Biology or Civics) on subject related FAST, NGSSS Statewide Science Assessment or EOC.
- Student has successfully completed the course through a summer or tutorial program.
- Student is a transfer student with documentation showing successful completion of core content courses.
- Student has documented mastery of course requirements by receiving a grade of C or better on a final exam, semester exams, or an end-of- course exam.

Students completing eighth grade will be promoted to ninth grade following successful completion of the above requirements. Students will be retained in eighth grade if any of the above requirements are not met. If a student does not pass a required core semester class in sixth, seventh or eighth grade, and does not meet one of the alternate documentation methods, parents will be notified that the student will not be eligible for promotion to high school and will be retained in 8th grade unless the courses are successfully completed through credit recovery options. The final decision regarding grade placement is the responsibility of the principal.

Middle school students must have the equivalent of one class period per day of physical education for one semester of each year. Students in grade K-8 are eligible to waive the physical education requirement if they meet any of the following criteria:

- The student is enrolled or required to enroll in a remedial course.
- The student's parent indicates in writing to the school that the parent requests the student be enrolled in another course from among the courses offered as options by the School.
- The parent indicates in writing that the student is participating in physical activities outside the school day, which are equal to or in excess of the mandated requirement.

Credit Requirements for High School Graduation

Students entering grade nine as of 2021-2022 need to complete the requirements below from the Florida Department of Education in order to graduate. Students will be offered the 24-credit standard diploma option and may be offered either (or multiple combinations of) the Advanced International Certificate of Education (AICE) diploma, the International Baccalaureate (IB) diploma and/or the Advanced Placement (AP) diploma. Industry certification options may also be offered. Some requirements below are eligible for exemption for students obtaining an AICE Diploma.

CREDIT REQUIREMENTS	
English Language Arts (ELA) – 4 credits	ELA I, II, III, IV Honors, AICE, IB and/or AP courses may satisfy this requirement
Mathematics – 4 credits	Must Include Algebra 1 and Geometry Honors, AICE, IB and/or AP courses may satisfy this requirement
Social Studies – 3 credits	1 credit in World History 1 credit in U.S. History .5 credit in U.S. Government .5 credit in Economics with Financial Literacy *New financial literacy requirement of .5 credit for the 2023-2024 ninth grade cohort and beyond.* Honors, AICE, IB and/or AP courses may satisfy this requirement
Science – 3 credits	Must include Biology I, and two equally rigorous science courses Two of three required credits must have a laboratory component Honors, AICE, IB and/or AP courses may satisfy this requirement

OTHER REQUIREMENTS	
1 Credit	Fine/Performing Arts, Speech and Debate, or Practical Arts
1 Credit	Physical Education (to include the integration of health)
7.5 Credits	Electives
.5 Credits	Personal Financial Literacy
Students must earn a 2.0 unweighted grade point average on a 4.0 scale	

The School will offer courses made available by Florida Department of Education. The courses listed will be connected with course codes out of the Florida Department of Education course code directory as provided on their website at this link. Students earning AICE or AP Capstone Diplomas may receive a waiver for FLDOE approved graduation requirements.

Course/Credit Recovery

All available assessment results, including the results of statewide, standardized English Language Arts assessments and end-of-course assessments for Algebra I and Geometry, will be used to advise students in grades 9-12 of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation.

Students in grades 6-12 may validate mastery of the content standards in the failed courses through the following options:

- Retaking the course through course recovery offered by the School. The students may be required to waive an elective course.
- Coursework in the summer on school grounds.
- Repeating the course at the school during the elective period.

As stated in Middle School Progression, below are options that each student will be offered in order to recover their grades and pass each course.

- If a student fails the first two quarters, he or she may:
  - Participate in course recovery for the second semester and be assigned content from the entire first semester to re-take
  - Participate in course recovery over the summer and be assigned content from the entire first semester
- If a child fails the second two quarters, he or she may:
  - Participate in course recovery over the summer and be assigned content from the entire second semester
- If a child fails the entire course, he or she may:
  - Participate in course recovery over the summer and be assigned content from the entire year
  - Participate in course recovery the following school year

A student may only have the option to participate in course recovery in the following school year for **one** course in either social studies or science. If a student fails ELA or Mathematics, then he or she **must** participate in course recovery during the current school year or over the summer.

The student is issued the failing grade until one of the above options is completed. School administrators may reach out to their state team or their Edgenuity representative for more information on course recovery implementation.

THIRD GRADE MANDATORY RETENTION AND GOOD CAUSE EXEMPTIONS

Florida Statute 1008.25 addresses reading and requires remediation of deficiencies in grades K-3. If the student's reading deficiencies are not remedied by the end of 3rd grade, as demonstrated by scoring at Level 2 or higher on the statewide reading assessment for 3rd grade, the student must be retained. This statute specifies the conditions for granting exemptions for Good Cause. Good Cause Exemptions shall be limited to the following seven scenarios:

1. Limited English proficient students who have had less than 2 years of instruction in an English for Speakers of other Languages (ESOL) program based on the initial date of entry into a school in the United States.
2. Students with disabilities whose Individual Education Plan (IEP) indicates that participation in the statewide assessment program is not appropriate, consistent with the requirement of Section 1008.212, F.S.
3. Students who demonstrate an acceptable level of performance on an alternative standardized English Language Arts assessment approved by the State Board of Education, which includes NWEA MAP and iReady (see progression chart for grade 3 within this document).
4. Students who demonstrate, through a student portfolio, that he/she is performing at least at Level 2 on the statewide, standardized English Language Arts assessment. (See Good Cause Portfolio below.)
5. Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an IEP or a Section 504 Accommodation Plan that reflects that the student has received intensive remediation in reading for more than two (2) years, but still demonstrates a deficiency and was previously retained in pre-K, kindergarten, grade 1, grade 2, or grade 3.
6. Students who have received intensive reading intervention (not remediation) for 2 or more years, but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2, or grade 3, for a total of two years. A student may not be retained more than once in grade 3.

Third Grade Good Cause Exemption Documentation

The classroom teacher must provide the principal with documentation that indicates the student should be promoted based on one (1) of the Good Cause Exemption criteria listed above. This documentation should consist only of the existing Individual Education Plan (IEP), 504 Accommodation Plan and/or Progress Monitoring Plan (PMP), the report card, the student portfolio, or other qualifying assessment data. Documentation for Exemptions 3 and 4 shall be consistent with Florida Statute 1008.25(6)(c).

In the case of Good Cause Exemptions due to academic performance (mandatory retention at 3rd grade only), the teacher will complete all necessary documentation for the student portfolio results. Instructional Focus Assessments (IFAs), assessments from our core reading curriculum and CSUSA portfolio assignments may be used to track standard mastery for third grade portfolio purposes. The school principal and administrative team shall review and discuss such recommendation with the teacher and make the determination as to whether the student should be promoted or retained.

Students who are promoted to grade 4 with a good cause exemption will be provided with supports and interventions in accordance with Florida Statute 1008.25(5)(c).

Mid-Year Promotion of Retained Third Grade Students

In accordance with State Board of Education Rule 6A-1.094222, students retained in grade 3 that can demonstrate that he/she is a successful and independent reader and performing at or above grade level in reading and language arts may be promoted midyear. Midyear promotions should occur during the first semester of the academic year. Documentation for midyear promotion should include successful completion of portfolio elements that meet State criteria or satisfactory performance on a locally selected standardized assessment. Midyear promotion for third grade students is conducted in collaboration with the district. [Florida Statute § 1008.25(7)(b)3]

A student portfolio (described above) that is used to document during-the- school-year promotion to grade 4 must have evidence of the student's mastery of 3rd grade Language Arts Florida Standards and beginning mastery of the 4th grade standards.

Per Florida Statute 1008.25(7)(b)(3), students promoted during the school year after November 1 must demonstrate proficiency levels in reading equivalent to the level necessary for the beginning of grade 4 and provide a reasonable expectation that the student's progress is sufficient to master appropriate grade 4 level reading skills.

Summer Reading Academy

In accordance with Florida Statute 1008.25(7)(a)&(7)(b), the purpose of the Third Grade Summer Reading Academy, usually provided by the local school district, is to provide extended instructional services and support to students who score Level 1 on the Grade 3 statewide, standardized ELA/Reading assessment, by providing them with extended intensive interventions that must include effective instructional strategies, and appropriate teaching methodologies necessary to assist those students in becoming successful readers, able to read at or above grade level, and ready for promotion to the next grade.

Whole-Grade and Mid-Year Promotion

The school will adhere to all statutory requirements regarding mid-year promotion for retained third grade students according to State Board Rule 6A- 1.094222 Standards for Mid-Year Promotion of Retained Third Graders. In all other grade levels, students will progress according to the progression charts found earlier in this document and the School Principal will make all final decisions regarding whole-grade and mid-year promotions.

ACRONYMS LIST

504 – Section 504 of the Rehabilitation Act of 1973
ADA – Americans with Disabilities Act
AICE – Advanced International Certificate of Education
AP – Advance Placement
BEST – Benchmarks for Excellent Student Thinking
DH – Department of Health
ELA – English Language Arts
ELL – English Language Learners
EOC – End-of-Course Assessment
EP – Education Plan
ESE – Exceptional Student Education
ESOL – English for Speakers of Other Languages
ESY – Extended School Year
FAPE – Free Appropriate Public Education
FAST – Florida Assessment of Student Thinking
FLDOE- Florida Department of Education
FLKRS – Florida Kindergarten Readiness Screener (AKA STAR)
FAA- Florida Alternate Assessment
FTE – Full-Time Equivalent Enrollment
GVC – Guaranteed and Viable Curriculum
IDEA- Individuals with Disabilities Education Act
IFA – Instructional Focus Assessment
IEP – Individualized Education Program
LEA – Local Education Agency
MAP – Measures of Academic Progress
MPG – MAP for Primary Grades
MRF – MAP Reading Fluency
MTSS – Multi-Tiered System of Supports
NGSSS – Next Generation Sunshine State Standards
NWEA – Northwest Evaluation Association
PMP – Progress Monitoring Plan
RIT – Rasch Unit Scale
RTI – Response to Intervention
SP&P – ESE Policies and Procedures
SWD – Students with Disabilities

Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER entered into as of the1st day of
July 2025

by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
a body corporate operating and existing under the Laws of the State of Florida

and

Southwest Charter foundation, Inc. d/b/a/
MANATEE CHARTER SCHOOL
4550 30TH Street East
Bradenton, FL 34203

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee___County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Manatee Charter School ____.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.

2. Term. The term of this Charter shall be 5 years commencing on July 1, 2025 and ending on June 30, 2030 unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

6. The School agrees that it will abide by all Federal and State laws, statutes, rules and regulations applicable to any construction and/or renovations, as it relates to Charter schools.

C. Education Program and Curriculum

1. Any material change to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

ii. Failure to meet generally accepted standards of fiscal management.

iii. Material violation of law.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice

shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of

operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an

independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor by uploading them to Charters.Link. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved

application, and at least one assessment administered in traditional public schools in the District.

i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

   i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must

develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will not adopt the Sponsor's student progression plan. In unique cases where MCS administration wishes to retain students in grades K, 1, 2, 4 or 5, all steps and interventions outlined in the 24-25 Charter Schools USA FL Student Progression Plan must be followed with fidelity and include the written notification tothe Deputy Superintendent of

Instruction for the District sixty (60) day prior to the end of that school year.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades Kindergarten through 8.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officer;
2. Section 1006.07(7), relating to threat management teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;

5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.
7. The school shall comply with Alyssa's Law and all other monthly requirements that must be entered in Charters.Link, including, but not limited to, monthly threat assessment team meetings, active assailant and other emergency drills, and other safety measures as required by Florida law.

The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account

the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Annual Enrollment

1. Preliminary Projected Enrollment: No later than November 1 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building,

unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such

information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:

(a) The due process hearing is conducted pursuant to applicable State laws and rules;

(b) A final decision is reached; and

(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable

to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

I. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

K. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic

achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

L. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

M. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. <u>Revenue: State and Local</u>

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to

meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program

funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the

provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any

unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the

School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget
Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section

1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

   i. Guarantee payment for any purchases made by the School;

   ii. Guarantee payment for any debts incurred by the School;

   iii. Guarantee payment for any loans taken out by the School.

   iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

   The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at4550 30th Street East, Bradenton, FL 34203. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or

Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

B. Reasonable Distancefor purposes of this Charter: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residingmore than two and less than four miles from the School, within Manatee County. To the extent that transportation is provided to students, the School is responsible for all transportation of students at the School's expense.

C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's

transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or

culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to

be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account.

The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

   The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

   The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
   Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code, and shall submit certificates evidencing completion to Charters.Link also within (90) days of appointment.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement

System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. No member of the Governing Board or their immediate family will receive

compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change and entered into Charters.Link.

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

[NONE]

If the relative is employed after execution of this Charter, the School shall disclose to the

District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes. By August 1 of each year, the School shall disclose the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per FL. Stat. § 1002.33(7)(a)(18).

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents. The school must timely submit all required reports and documents under this Section 11 via upload to Charters.Link, or other district compliance tool.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Governing Board meeting agenda and minutes

3. Active assailant, Emergency Drills and Threat Management Team Meeting Minutes

B. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit

3. Program Cost Report

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]
7.
8. Dismissal Policies and Procedures [if materially revised]
9. Crisis/Emergency Response Plan [if materially revised]

10. Employee Handbook [if materially revised]

11. Current List of members of the Governing Board and Principal

12. School's Parental Contract [if materially revised]

13. Projected Enrollment [for subsequent school year]

14. Capacity [for subsequent school year]

15. School Calendar [for subsequent school year] if different than the District

16. Evidence of Insurance

17. Management Organization Agreement [if materially revised]

18. Student Progression Plan

19. Reunification Plan

20. Other reports or general monitoring documents as required by Florida Statutes.

C. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

D. Non-waiver of Standard Charter Contract. The inclusion of any terms in this Agreement that deviate form terms set forth in Florida Standard Charter Contract shall not be deemed a waiver of the Standard Charter Contract terms in any future amendment, renewal contract, or any other modification to this Agreement.This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

E. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

F. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

G. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

H. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

I. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

J. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

K. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the partiesarising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

L. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not

be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Manatee Charter School, Inc.
Attn: Governing Board Chair
6278 N. Federal Highway
Suite 384
Ft. Lauderdale, FL 33308

Law Offices of Levi Williams
12 SE 7th Street,
Suite 700
Ft. Lauderdale, FL 33301

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent

Kevin Chapman, Interim Superintendent
215 Manatee Avenue West
Bradenton, FL 34205

Kevin W. Pendley, B.C.S.
General Counsel
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

M. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

N. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

O. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of thepolicy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

P. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: _____ 6/4/25
Ken Haiko, President Date

ATTESTED:

By: _____ 6/4/25
Tom Wheeler, Vice-Chair and Secretary Date

THE SCHOOL BOARD OF _____ COUNTY, FLORIDA

By: _____
Chad Choate, Board Chair Date

ATTESTED:

By: _____
Kevin Chapman, Interim Superintendent Date

APPROVED AS TO FORM:

By: _____
Kevin W. Pendley, B.C.S. Date

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract

SECOND AMENDED AND RESTATED MANAGEMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED MANAGEMENT AGREEMENT (this "**Agreement**") is effective as of the 1st day of February, 2024, by and between **CHARTER SCHOOLS USA AT MANATEE, LLC** a Florida limited liability company ("**CSUSA**"), and **SOUTHWEST CHARTER FOUNDATION, INC.**, a Florida not-for-profit corporation ("**Charter School**").

RECITALS

WHEREAS, pursuant to a Florida Standard Charter Renewal Contract (the "**Charter**") dated July 1, 2020, by and between Charter School and the School Board of Manatee County, Florida (the "**Chartering Entity**"), Charter School obtained a charter for the operation of a charter school known as Manatee Charter School located in Manatee County, Florida (the "**School**"); and

WHEREAS, Red Apple at Manatee, LLC, a Florida limited liability company ("**Red Apple**") is the fee owner of the real property on which the School is located as more specifically described in Exhibit "A" to the Loan Agreement (the "**Site**") and Red Apple leased the Site to Charter School, pursuant to an Amended and Restated Lease Agreement dated as of February 6, 2024 (the "**Lease**") between Red Apple, as landlord, and Lee County Community Charter Schools, LLC, a Florida limited liability company, as tenant, (the "**LCCCS**") which Lease also serves as a sublease to sublease the site to Charter School; and

WHEREAS, CSUSA manages the School pursuant to an Amended and Restated Management Agreement dated as of August 27, 2012 (the "**Management Agreement**"); and

WHEREAS, Charter School has received and shall be entitled to receive certain payments under the Charter (other than amounts permitted to be retained by the Chartering Entity) and otherwise under the laws of the State of Florida (collectively, the "**Charter Revenues**"); and

WHEREAS, the Lee County Industrial Development Authority (the "**Issuer**") previously issued its Industrial Development Revenue Bonds (Lee County Community Charter Schools, LLC Projects), Series 2007A (the "**Series 2007A Bonds**"), and its Taxable Industrial Development Revenue Bonds (Lee County Community Charter Schools, LLC Projects), Series 2007B (the "**Series 2007B Bonds**" and, together with the Series 2007A Bonds, the "**Series 2007 Bonds**") and its Industrial Development Revenue Bonds (Lee County Community Charter Schools, LLC Projects), Series 2012A (the "**Series 2012A Bonds**"), and its Taxable Industrial Development Revenue Bonds (Lee County Community Charter Schools, LLC Projects), Series 2012B (the "**Series 2012B Bonds**" and, together with the Series 2012A Bonds, the "**Series 2012 Bonds**"), pursuant to the terms of an Indenture of Trust, dated as of April 1, 2007, by and between the Issuer

and Regions Bank, as indenture trustee therein (the "**Trustee**"), as amended by that certain First Supplemental Indenture of Trust between the Authority and the Trustee dated as of August 1, 2012 (collectively, the "**First Indenture**"); and

WHEREAS, the LCCCS has requested that the Issuer issue Additional Bonds (as defined in the First Indenture) to finance or refinance the costs of constructing and equipping additional improvements to certain charter school facilities located within Lee and Manatee Counties in Florida in accordance with that certain Second Supplemental Indenture of Trust, dated as of February 1, 2024 (the "**2024 Indenture**", and together with the First Indenture, the "**Indenture**"), between Issuer and Charter School; and

WHEREAS, in order to finance or refinance the costs of constructing and equipping additional improvements to certain of the Facilities, among other things, the Issuer has issued its Industrial Development Revenue Bonds (Lee County Community Charter Schools, LLC Projects), Series 2024A, in the aggregate principal amount of $9,400,000.00 (the "**Series 2024A Bonds**"), and its Taxable Industrial Development Revenue Bonds (Lee County Community Charter Schools, LLC Projects) Series 2024B, in the aggregate principal amount of $2,445,000.00 (the "**Series 2024B Bonds**", together with the Series 2024A Bonds, the "**Series 2024 Bonds**", and together with the Series 2007 Bonds and the Series 2012 Bonds, the "**Bonds**"); and

WHEREAS, the rights of the Issuer in the Second Supplemental Loan Agreement (other than certain rights of indemnification, payment of expenses and taxes and rights to receive notices) have been assigned by the Issuer to the Trustee pursuant to an Assignment of Loan Agreement dated as of February 1, 2024.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree that the Management Agreement is amended and restated as follows:

ARTICLE I
CONTRACTING RELATIONSHIP

A. **Recitals.** The above recitals are true and correct and by this reference are hereby incorporated into this Agreement as though fully set forth herein.

B. **Authority.** Charter School represents that it is authorized by law to contract with CSUSA to provide educational management services to Charter School in connection with Charter School's operation of the School. Charter has been issued by the Chartering Entity to organize and operate a public charter school. CSUSA will be authorized to supervise and control such School, and is invested with all powers necessary or desirable for carrying out the Educational Program contemplated in this Agreement, subject to the oversight and approval of Charter School.

C. **Agreement.** CSUSA and Charter School hereby agree that the Management Agreement shall be and is hereby amended and restated in its entirety. In

accordance herewith Charter School hereby contracts with CSUSA, to the extent permitted by law, for the provision of all labor, supervision, materials and equipment necessary for the provision of educational services to students, and the management, operation and maintenance of the School in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by Charter School and CSUSA and approved by Charter School.

CSUSA's obligations to Charter School shall be only as expressly set forth in this Agreement. Duties required to be carried out for the operation of the School which are not expressly set forth herein as being CSUSA's responsibility shall remain Charter School's sole responsibility.

D. Designation of Agents. Charter School designates the employees of CSUSA as agents of Charter School having a legitimate educational interest such that they are entitled to access educational records under 20 U.S.C. 1232g, the Family Rights and Privacy Act ("**FERPA**") and other applicable law. Charter School hereby authorizes CSUSA to communicate with and negotiate on Charter School's behalf with all state and local government agencies. CSUSA shall advise Charter School of the nature and extent of all negotiations with state and local government agencies and shall be subject to the oversight and approval of Charter School.

E. Status of the Parties. CSUSA is a limited liability company, and is not a division or a part of Charter School. Charter School is a Florida not-for-profit corporation authorized by its corporate documents to execute and deliver this Agreement and perform its obligations hereunder. Charter School is not a division or part of CSUSA. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and, except as expressly provided in this Agreement, CSUSA is not an employee or agent of Charter School, and no agent or employee of CSUSA shall be deemed to be the agent or employee of Charter School. CSUSA shall be solely responsible for its acts and the acts of its agents, representatives, officers, employees and subcontractors and shall provide liability insurance to cover all of their negligent acts. The relationship between CSUSA and Charter School is based solely on the terms of this Agreement, and the terms of any other written agreements between CSUSA and Charter School, and the terms of such provisions do not, should not and cannot be interpreted to establish an agency relationship between CSUSA and Charter School and that in all respects, legal and otherwise, CSUSA is an independent contractor, notwithstanding any provisions of this Agreement or any subsequent or supplementary agreement that may, in any manner, suggest otherwise.

F. Exempt Status. Charter School has been determined by the IRS to be an entity described in §501(c)(3) of the Internal Revenue Code (herein referred to as "**exempt status**"). Notwithstanding any provision herein, CSUSA will take no action nor engage in any conduct that shall adversely impact the exempt status of Charter School. All provisions herein shall be interpreted and applied consistent with this requirement.

Further, the parties agree to amend this Agreement in the event a provision is deemed to be inconsistent with the exempt status of Charter School.

ARTICLE II
TERM

This Agreement shall be effective as of the date hereof (the "Commencement Date") and shall have an initial term equal to the term of the Charter unless cancelled or terminated earlier, provided however, that the initial term of this Agreement shall not exceed fifteen (15) years from the Commencement Date (the "Expiration Date"). This Agreement shall automatically renew for additional five (5) year periods on the day following the Expiration Date (each a new Commencement Date) and shall expire five (5) years from such new Commencement Date (each a new Expiration Date) unless either party hereto delivers a written notice of termination to the other at least twelve (12) months prior to the then current Expiration Date. For purposes of this Agreement, any obligation by the Charter School to reimburse CSUSA for ordinary and necessary expenses, or a restriction on the rights of the Charter School to hire key personnel of CSUSA, shall not be considered a penalty.

Notwithstanding the foregoing, this Agreement may be terminated by Charter School, and may be terminated by Charter School or Issuer at the written request of the Trustee, upon sixty (60) days written notice to CSUSA if any Consultant's report delivered pursuant to Section 8.15 of the Loan Agreement recommends that this Agreement be terminated *provided that,* this Agreement shall not be terminated unless CSUSA has failed to cure the basis of Charter School's termination or the basis of the Consultant's recommendation within such sixty (60) day period.

ARTICLE III
FUNCTIONS OF CSUSA

A. Responsibility. CSUSA shall be responsible and accountable to the Charter School for the administration, operation and performance of the School in accordance with the Charter and subject to the oversight of Charter School. CSUSA's responsibility is expressly limited: (i) to the items set forth in the Project budget which is to be prepared by CSUSA and submitted to and approved by the Charter School as provided herein, and (ii) by the availability of Charter Revenues. Neither CSUSA nor the Charter School shall be required to expend Charter Revenues on services in excess of the amount set forth in the Project budget. CSUSA and the Charter School reserve the right to take whatever actions are necessary and reasonable to balance the school budget provided such actions are not inconsistent with the Charter.

B. Educational Program. CSUSA agrees to implement the educational goals and programs as set forth in the Charter (the "Educational Program") and approved by the Charter School. In the event CSUSA determines that it is necessary to modify the Educational Program, CSUSA shall inform the Charter School of the proposed changes and obtain Charter School approval, and if required under the Charter, approval of the

Chartering Entity. Not less than quarterly, and otherwise as requested, CSUSA will provide the Charter School with updated reports on progress towards implementing each of educational goals in the Educational Program.

C. Specific Functions. CSUSA shall be responsible for the management, operation, administration, accounting and Educational Program at the School in accordance with the Charter. Such functions include:

1. Implementation and administration of the Educational Program, including the selection of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Charter School.

2. Management of all personnel functions, including professional development for the school Administrator and all instructional personnel and the personnel functions outlined in Article VI of this Agreement.

3. All aspects of the business administration of the School.

4. All aspects of the accounting operation, including general ledger management, and financial reporting.

5. Food service, as required by the Charter.

6. Any and all other functions necessary or expedient for the administration of the School.

7. Any other functions required by the Charter.

D. Purchases. Purchases made by CSUSA on behalf of the Charter School, such as non-proprietary instructional and/or curriculum materials, books and supplies, and equipment will be the property of Charter School or the School Board as required by the Charter (exclusive of capital items leased or purchased by CSUSA with CSUSA funds). The Charter School will own all proprietary rights to curriculum or educational materials that it both directly developed and paid for. The Charter School or CSUSA, respectively, shall own all proprietary rights to, and the Charter School proprietary interest shall not include, curriculum or educational materials that are developed or copyrighted or similarly protected by CSUSA, including without limitation curriculum or educational materials that are developed by CSUSA with funds from the school. CSUSA educational materials and teaching techniques used by or at the school shall be subject to disclosure to the extent required under applicable laws.

E. Subcontracts. CSUSA reserves the right to subcontract any and all aspects of all services it agrees to provide to the Charter School, including, but not limited to transportation and/or food service. However, CSUSA shall not subcontract the

management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Charter School.

F. **Place of performance.** CSUSA reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by federal, state or local law.

G. **Student Recruitment.** CSUSA and the Charter School shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with applicable laws.

H. **Due Process Hearings.** CSUSA shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with Charter School's own obligations. The Charter School shall retain the right to provide due process as required by law.

I. **Legal Requirements.** CSUSA shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under applicable laws and the Charter, unless such requirements are or have been waived, but the Charter School shall interpret state and local regulations to give CSUSA flexibility and freedom to implement its educational and management programs, consistent with applicable law.

J. **Rules and Procedures.** CSUSA shall recommend reasonable rules, regulations and procedures to the Charter School and is authorized and directed to enforce such rules, regulations and procedures adopted by the Charter School.

K. **School Year and School Day.** The school year and the school day shall be as required by law and as determined annually by the Charter School.

L. **Pupil Performance Standards and Evaluation.** CSUSA shall implement pupil performance evaluations that permit evaluation of the education progress of each School student. CSUSA shall be responsible and accountable to the Charter School for the performance of students who attend the School. CSUSA will utilize assessment strategies required by the terms of the Charter. The Charter School and CSUSA will cooperate in good faith to identify measures of and goals for School students and School performance, including but not limited to parent satisfaction.

M. **Services to Disabled Students and Special Education.** CSUSA shall provide special education services to students who attend the School in conformity with the Charter. CSUSA may subcontract as necessary and appropriate and consistent with the Charter for the provision of services to students whose special needs cannot be met within the School program, subject to approval of the Charter School. Such services shall be provided in a manner that complies with the Charter and local, state and federal laws and applicable regulations and policies. Consistent herewith, the Charter School

acknowledges the individualized nature of services that may need to be provided to disabled and special needs students and the impact that the provision of such individualized services may have on the Budget. Therefore, the Charter School expressly authorizes CSUSA to adjust the Budget in its discretion as it deems necessary with respect to the provision of services to disabled and special needs students under this paragraph. The Charter School shall be noticed of all Budget adjustments.

N. Contract between the Charter School and the Chartering Entity. CSUSA will not act in a manner which will cause a breach of its agreement with the Charter School or which will cause the Charter School to be in breach of its Charter with the Chartering Entity.

O. Unusual Events. CSUSA agrees to notify, within one (1) business day, the Charter School and school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the ability of Charter School to comply with its responsibilities hereunder or under the Charter.

P. Student and Financial Records. All student and financial information related to the school shall be available for inspection at the school upon reasonable request consistent with applicable federal and state laws.

Q. School Records/Proprietary. The financial, educational and student records pertaining to the school are the Charter School's property, and such records are subject to the provisions of the applicable public record law(s) to the extent required by applicable law. All school records shall be physically or electronically available, upon request, at the School. Except as prohibited under the Charter and applicable law, the Chartering Entity and the public shall have access to the school records.

ARTICLE IV
FUNCTIONS OF CSUSA AND CHARTER SCHOOL

A. Good Faith Obligation. The Charter School shall be responsible for its fiscal and academic policy. The Charter School shall exercise good faith in considering the recommendations of CSUSA, including but not limited to, CSUSA recommendations concerning policies, rules, regulations and budgets. Pursuant to the Charter, the Charter School retains ultimate responsibility for meeting the terms of the Charter, adopting School policies, the budget and curriculum.

B. Assistance to CSUSA. The Charter School shall cooperate with CSUSA in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Charter School meetings. The Charter School shall timely furnish CSUSA all requested documents and records necessary for CSUSA to properly perform its responsibilities under this Agreement.

C. **Unusual Events.** The Charter School agrees to timely notify CSUSA of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect CSUSA in complying with its responsibilities hereunder.

D. **CSUSA Office Space.** For the term of this Agreement, suitable office space shall upon request be provided at the School without cost for CSUSA personnel and subcontractors in connection with CSUSA's performance under this Agreement.

E. **Retained Authority.** The Charter School shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the School, including regulations relative to the conduct of pupils while in attendance at the School or en route to and from the School.

ARTICLE V
FINANCIAL ARRANGEMENTS

1. Pursuant to the Lease, the Charter School shall pay certain Base Rent and Additional Rent (as defined in Article IV of the Lease) to LCCCS, from the sources and in the manner set forth therein.

2. As provided in the Lease, the Charter School shall deposit all Charter Revenue and Additional Revenue (as defined in the Lease) with the Trustee for deposit into a Revenue Fund created under the Indenture to be disbursed as provided in the Indenture.

3. The obligation of the Charter School to make payments of Base Rent and Additional Rents is a special, limited obligation. The Charter School is obligated to make such payments solely and to the extent of Charter Revenues and Additional Revenue received by the Charter School. In the event that Charter Revenues and Additional Revenue are not sufficient to provide for the payment of Base Rent and Additional Rent (other than Fees, as herein defined) due under the Lease, the Lease may be terminated, or the Charter School may, but shall not be obligated to, elect to apply other legally available funds of the Charter School. In the event that Charter Revenues and Additional Revenue are not sufficient to provide for the payment of Base Rent and Additional Rent (other than Fees, as herein defined) sufficient to provide for the operation of the School as a charter school, such that the lack of available funds has a material impact on the management and operation of the School, this Agreement may be terminated by CSUSA, or the Charter School may elect to apply moneys from other legally available funds of the Charter School, but the Charter School shall not be obligated to apply any funds other than Charter Revenues and Additional Revenue.

4. All monies deposited in the Operating Expense Fund under the Indenture shall be transferred to a depository account for the Schools (the "Depository Account"), which may include one or more subaccounts for each of the Schools. The Charter School shall cause LCCCS to direct the Trustee to transfer such funds within 2 business days

after receipt to the Depository Account with a financial institution acceptable to the Charter School and CSUSA. Such transfer shall include an accounting of an allocation of monies per school The signatories on the account shall only be CSUSA employees designated by CSUSA and acceptable to Charter School. CSUSA shall furnish adequate and sufficient insurance to protect from actions deemed dishonest. Interest income earned on the Depository Account shall accrue to the Charter School. CSUSA and the Charter School may advance funds for the fees or expenses associated with the School operation provided that documentation for the fees and expenses are provided for Charter School approval. All amount deposited in the Depository Account shall be expended by CSUSA in accordance with the approved Budget and as otherwise authorized by the Charter School. The expenditure of revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable.

B. Budget.

1. Projected Budget. Prior to April 1 of each year of this Agreement CSUSA shall provide the Charter School with an annual projected preliminary budget (the "Preliminary Budget") for the next academic year that is in compliance with the Charter and applicable laws, and on or before July 15 of each year of this Agreement CSUSA shall provide the Charter School with an annual budget in final form (the "Budget") for the next academic year that is in compliance with the Charter and applicable laws. The Preliminary Budget and the Budget shall evidence a Long Term Debt Service Coverage Ratio (as defined in the Loan Agreement) of not less than 1.15 to 1.00.

2. Budget Detail. The Budget shall contain general detail as required by the Charter School. The Budget shall include all projected expenses and costs reasonably associated with operating the School and the CSUSA school program including, but not limited to, the projected cost of: all services and education programs provided to the School, leasehold and other lease or purchase costs incurred for the facility, maintenance and repairs to school facilities and capital improvements except as otherwise agreed upon, supplies and furnishings necessary to operate the School, all taxes of any kind that are assessed or imposed, insurance premiums, utilities, professional fees, and other costs and expenses connected to operating the School. Operating Expenses, pursuant to the Indenture, shall include Charter School expenses advanced by CSUSA in support of school operations and are subject to reimbursement.

3. Approval. The Budget shall be prepared by CSUSA, submitted to the Charter School for approval, and subject to approval by the Charter School. The Budget may be amended from time to time as deemed necessary by CSUSA, subject to approval by Charter School; provided that no such amendment shall permit the Long Term Debt Service Coverage Ratio to be less than 1.15 to 1.00. CSUSA shall also submit a copy of the Budget and any amendment thereto to the Trustee. The rights to approve the Budget shall not include the right to approve or disapprove any expenditures by Charter School permitted or required pursuant to the terms of the Indenture or the Loan

Agreement.

4. Expenditures. CSUSA shall not expend the Charter Revenues or Additional Revenue except in accordance with the provisions of the Budget, the Charter, the Loan Agreement, and applicable laws. No such expenditure shall cause the Long Term Debt Service Coverage Ratio to be less than 1.15 and 1.00.

C. Fee. CSUSA shall receive a fee (the "Fee") in the annual amounts specified in Exhibit A hereto, payable monthly in arrears in substantially equal monthly installments during such year. To the extent any Fee shall be unpaid at the end of any (past and future) Fiscal Year, such unpaid Fee shall be accrued.

D. Availability of Funds. CSUSA shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Charter Revenues and Additional Revenue to make payment of Operating Expenses (other than the Fee) in accordance with the terms of the Budget.

E. Other Schools. The Charter School acknowledges that CSUSA may enter into similar management agreements with other charter school entities. CSUSA shall maintain separate accounts for expenses incurred by and on behalf of the Charter School and other charter schools, and shall only charge the School for expenses incurred by or on behalf of the School. If CSUSA incurs authorized reimbursable expenses on behalf of the Charter School and other charter schools which are incapable of precise allocation, then CSUSA shall allocate such expenses among all such charter schools, including the School, on a prorated basis based upon the number of students enrolled at such charter schools, or upon such other equitable basis as is acceptable to the parties.

F. Financial Reporting. CSUSA shall provide the Charter School with:

1. The projected annual Budget as required by the Charter, but not less frequently than four (4) times per year or upon reasonable request from the Charter School.

2. Detailed statements of all revenues received, and detailed statements of all expenditures for services and or expenses rendered or incurred to or on behalf of the School, whether incurred on-site or off-site.

3. Reports on School operations, finances, and student performance shall be provided upon request, but not less frequently than four (4) times per year.

4. Other information on a periodic basis to enable the Charter School to (i) monitor CSUSA performance and the efficiency of its operation of the School, and (ii) furnish reports and information which the Charter School is required to provide pursuant to its Charter and/or applicable laws.

G. Access to Records. CSUSA shall keep accurate financial records

pertaining to its operation of the School, together with all School financial records prepared by or in possession of CSUSA, and shall retain all of the said records for a period of time as may be required by the Charter or other applicable law. CSUSA shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Charter School shall be responsible for reviewing and approving the annual Budget of the School presented by CSUSA.

I. Annual Audit. CSUSA shall select and retain, subject to approval of the Charter School, an independent auditor, to conduct an annual audit of the School in accordance with the school authorizing documents. Subject to applicable law, all finance and other records of CSUSA related to the School will be made available to the Charter School independent auditor.

J. Start up financing and operating losses. CSUSA may, in its sole discretion, provide funds for operating losses for the School, including funds for the development of a curriculum, technology system and School operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing and equipping of the School facility as required by this Agreement. CSUSA advances shall be budgeted and shall be in amounts acceptable to CSUSA and Charter School. Subject to the provisions of this Agreement, the Loan Agreement and the Indenture, CSUSA shall be reimbursed from the Depository Account as and when funds are available. Payment of advances shall be approved by the Charter School.

K. Marketing. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the school program and shall not include costs for the marketing and development of CSUSA.

L. Attendance at Meetings. CSUSA shall be required to attend meetings of the Charter School and the Chartering Entity as required.

M. Subordination of Fee. The Fee shall be subordinated to (i) all obligations of the Charter School to make payments of Base Rent and Additional Rent under the Lease, and (ii) all obligations of LCCCS arising under the Loan Agreement, as the same may hereafter from time to time be further supplemented and modified, (iii) all obligations of the Charter School or LCCCS under the Indenture, and (iv) any other obligations secured by or evidencing, directly or indirectly, obligations evidenced by the Bonds or the Loan Agreement, including post-petition interest whether or not allowed or allowable, and including obligations secured on a parity with the Bonds.

(a) No action or proceedings, judicial or otherwise (including without limitation the commencement of or joinder in any bankruptcy or liquidation), shall be instituted or pursued by CSUSA nor shall CSUSA take steps to enforce other judgments or encumbrances on assets pledged to the payment of the Fee (an "Enforcement Action"), other than an action to compel specific performance, and other than an action with

respect to collateral pledged to the payment of Fee and not pledged to the payment of the Lease, the Loan Agreement, the Indenture or the Bonds, unless all Bondholders shall have consented thereto, or the Bondholders shall have been paid in full or provision therefore shall have been made in accordance with the terms of the Indenture.

(b) No payment on account of the Fee shall be made, nor shall any property or assets pledged to the payment of the Fee, other than collateral pledged to the payment thereof and not pledged to the payment of the Loan Agreement, the Indenture or the Bonds, be applied to the payment or prepayment of the Fee, unless payment of all amounts then due and payable for principal, premium, if any, sinking funds and interest on the Bonds have been paid or duly provided for in accordance with the terms of the Indenture. No payment the Fee may be made prior to full payment of principal of and interest on the Bonds, (other than payment derived with respect to collateral pledged to the payment of the Fee and not pledged to the payment of the Bonds or the Loan Agreement) if, at the time of such payment or application or immediately after giving effect thereto, (i) there shall exist any default in the payment of principal, premium, if any, sinking funds or interest with respect to the Bonds or required deposits to the funds and accounts established pursuant to the Indenture, or (ii) there shall have occurred an Event of Default pursuant to the Indenture other than described in clause (i), above, permitting the Trustee to accelerate the maturity thereof, and written notice of such occurrence shall have been given to CSUSA and such Event of Default shall not have been cured or waived or shall not have ceased to exist.

(c) Upon any payment or distribution of any kind or character, whether in cash, property or securities, upon any dissolution or winding-up or total or partial liquidation, reorganization or arrangement of the LCCCS or the Charter School, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings, all principal, premium, if any, and interest due or to become due upon the Bonds and required deposits to the funds and accounts established pursuant to the Indenture shall first be paid in full, or payment thereof provided for in accordance with the terms of the Indenture, including, interest limitation, post-petition interest whether or not allowed or allowable before any additional payment is made on account of the Fee (other than payment derived with respect to collateral pledged to the payment of the Fee and not pledged to the payment of Lease, the Loan Agreement, the Indenture or the Bonds), and upon any such dissolution or winding-up or liquidation, reorganization or arrangement, any payment or distribution of any kind or character, whether in cash, property or securities, to which CSUSA would be entitled, except for the provisions hereof, shall be paid by the Charter School or LCCCS, or by a receiver, trustee in bankruptcy, liquidating trustee, agent or other person making such payment or distribution, to the Trustee to the extent necessary to pay in cash all Bonds and required deposits to the funds and accounts established pursuant to the Indenture in full, before any payment or distribution is made to CSUSA.

(d) In the event that, in violation of any of the foregoing provisions, any payment or distribution of any kind or character, whether in cash, property or securities, shall be received by CSUSA before all Bonds and required deposits to the

funds and accounts established pursuant to the Indenture are paid in full in cash or provision for such payment in accordance with the terms of the Indenture, such payment or distribution shall be held in trust for the benefit of, and shall be paid over or delivered to the Trustee for application to the payment of all Bonds remaining unpaid to the extent necessary to pay all such Bonds and required deposits to the funds and accounts established pursuant to the Indenture in full in accordance with the terms of the Indenture.

(e) The foregoing subordination provisions shall be for the benefit of the holders of Bonds and may be enforced by the Trustee against the CSUSA and the LCCCS.

The foregoing provisions are solely for the purpose of defining the relative rights of the holders of Bonds, the Charter School on the one hand and CSUSA on the other hand, and nothing therein shall impair, as between the Charter School and CSUSA, the obligation of the Charter School to pay the Fee in accordance herewith, nor shall anything herein prevent CSUSA from exercising all remedies otherwise permitted by applicable law or hereunder upon default hereunder, subject to the rights set forth above of holders of the Bonds and of the Trustee under the Indenture to receive cash, property or securities otherwise payable or deliverable to CSUSA. Upon any payment or distribution of assets of the LCCCS or the Charter School of the character referred to in subparagraph (c) or this section, CSUSA shall be entitled to rely upon any order or decree of a court of competent jurisdiction in which such dissolution, winding-up, liquidation, reorganization or arrangement proceedings are pending, and upon a certificate of the receiver, trustee in bankruptcy, liquidating trustee, agent or other person making any such payment or distribution, delivered to CSUSA for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of other indebtedness of LCCCS or the Charter School, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to the foregoing provisions.

ARTICLE VI
PERSONNEL & TRAINING

A. Personnel Responsibility. CSUSA shall select and hire qualified personnel to perform services at the school. Personnel shall be employees of CSUSA. Each party shall be responsible for all compensation for their respective employees. The compensation of all employees will be paid in accordance with the Budget. CSUSA shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state, local and federal law.

B. School Administrator. The accountability of CSUSA to the Charter School is an essential element of this Agreement. Because the responsibility of the School Administrator is critical to the school success, CSUSA shall have the authority, consistent with state, local and federal law, to select and supervise the School Administrator and to hold the School Administrator accountable for the success of the

School. The duties of the School Administrator shall be determined by CSUSA subject to approval by the Charter School. The School Administrator shall be accountable for the performance of the School, and shall work with CSUSA in conjunction with the operation and management of the School.

C. **Teachers and Non-Instructional Personnel.** CSUSA shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the School. CSUSA shall provide the School with such teachers, qualified in the grade levels and subjects required, as are required by the Charter School. The curriculum taught by such teachers shall be consistent with School curriculum, on a full or part time basis, approved by Charter School. If assigned to the Charter School on a part time basis, such teachers and non-instructional personnel may also work at other schools managed or operated by CSUSA. Each teacher and non-instructional person assigned to the School shall have such credentials, certifications and experience as may be required under the Charter and applicable laws and shall undergo a criminal background, professional and work history check as if such teacher or non-instructional person was employed by the Chartering Entity.

D. **Support Staff.** CSUSA shall determine the number and the functions of support staff required for the operation of the School. CSUSA shall provide the School with qualified staff to efficiently operate the School in accordance with the Charter. The support staff may, in the discretion of CSUSA, work at the School on a full or part time basis. If assigned to the School on a part time basis, the support staff may also work at other schools managed or operated by CSUSA.

E. **Training.** CSUSA shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development required by applicable laws. Non-instructional personnel shall receive such training as CSUSA determines reasonable and necessary under the circumstances.

F. **Limitations on Discretion.** All decisions made by CSUSA, and any discretion exercised by CSUSA, in its determination of staffing levels and its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with the Budget, local, state and federal law, and consistent with the parameters adopted and included within the Educational Program and Charter School's exempt status.

G. **Termination of Principal.** After consultation with the Charter School, CSUSA may terminate the principal of the School.

H. **No Contractual Prohibition.** In the event there has been a determination that a rightful termination of CSUSA has occurred then no CSUSA employee working at the School shall be contractually prohibited from continuing to work for the Charter School.

ARTICLE VII
DEFAULT

A. Default. An event of default ("Event of Default") by either party shall be subject to an opportunity to cure such default within sixty (60) days of receipt of written notice of such default and an Event of Default is limited to the following:

1. The Charter School or CSUSA materially breaches any of its obligations under this Agreement.

2. If CSUSA shall, under such law as shall be applicable to it, commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervener, conservator assignee, or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain un-dismissed for more than sixty (60) days.

3. If CSUSA is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license which may be required for CSUSA to carry on its business and perform its obligations and functions under this Agreement.

4. The representations or warranties in this Agreement shall be untrue in any material respect.

5. There exists an Event of Default under the Indenture or the Loan Agreement.

B. Remedies. Upon the occurrence of an Event of Default by any party and the failure to remedy said default within the applicable cure period, the non-defaulting party shall be entitled to pursue all remedies available under law or equity, including without limitation, terminating this Agreement; provided that, CSUSA shall not be entitled to terminate this Agreement for a failure by the Charter School to pay the Fee if such failure occurs because Charter Revenues and Additional Revenue are insufficient to provide therefore as described in Article V hereof, and provided further, that CSUSA shall not be entitled to terminate this Agreement if the sole Event of Default hereunder is under Section A.5. of this Article VII.

ARTICLE VIII
INDEMNIFICATION

For other and additional consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, CSUSA hereby indemnifies and holds harmless the Charter School, LCCCS, and their respective governing bodies or boards, officials,

employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards, including, but not limited to, attorney fees and suit costs for trial and appeal, that arise out of the negligence (by action or failure to act), the performance or non-performance or failure to adequately perform CSUSA's obligations pursuant to this Agreement, a patent or copyright infringement, any non-compliance or breach of any terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement, including but not limited to negligent hiring, negligent supervision and criminal or intentional acts of any of CSUSA officials, trustees, directors, officers, employees, agents, representatives, subcontractors and attorneys. This indemnification provision does not apply to the negligent, criminal or intentional acts of the Charter School nor any non-compliance or breach by the LCCCS and the Charter School. Such indemnification may be achieved by the purchase of general liability and property insurance policies with the Charter School and LCCCS named as additional insured on said policies, or by such other means as the parties may mutually agree and with such insurance companies approved by the Charter School. Nothing contained in this Article or elsewhere in this Agreement is in any manner intended to be a waiver of the limitation placed on the Charter School liability as set forth in Section 768.28, Florida Statutes. Additionally, the Charter School does not waive sovereign immunity rights by entering into this Agreement. The limitation of liability provided by Section 768.28, Florida Statutes applies to the Charter School and their actions in the management and operation of the School.

For other and additional consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Charter School hereby indemnifies and holds harmless CSUSA and its governing bodies or boards, official, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards, including, but not limited to, attorney fees and suit costs for trial and appeal, that arise out of the negligence (by action or failure to act), the performance or non-performance or failure to adequately perform Charter School's obligations pursuant to this Agreement, a patent or copyright infringement, any non-compliance or breach of any terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement, including but not limited to negligent hiring, negligent supervision and criminal or intentional acts of any of the Charter School officials, trustees, directors, officers, employees, agents, representatives, subcontractors and attorneys. This indemnification provision does not apply to the negligent, criminal or intentional acts of CSUSA nor any non-compliance or breach by CSUSA. Such indemnification may be achieved by the purchase of general liability and property insurance policies with CSUSA named as additional insured on said policies, or by such other means as the parties may mutually agree and with such insurance companies approved by CSUSA. Nothing contained in this Article or elsewhere in this Agreement is in any manner intended to be a waiver of the limitation placed on the CSUSA liability as set forth in Section 768.28, Florida Statutes. Additionally, the CSUSA does not waive sovereign immunity rights by entering into this Agreement. The limitation of liability provided by Section 768.28, Florida Statutes applies to the CSUSA and their actions in the management and operation of the School.

ARTICLE IX
INSURANCE

A. Insurance Coverage. Each party shall maintain such insurance in the coverage amounts as may be required by the Charter, the Loan Agreement or the Management Agreement, with the other party listed as an additional insured. The building and related capital facilities remain the responsibility of the LCCCS and the LCCCS shall cover its property with property and casualty insurance. Each party shall comply with any information or reporting requirements required by the other party insurers, to the extent reasonably practicable.

B. Workers Compensation Insurance. Each party shall maintain workers compensation insurance as required by the Charter and applicable laws, covering their respective employees.

ARTICLE X
WARRANTIES AND REPRESENTATIONS

A. Charter School Warranties and Representations. The Charter School represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement and that it will consider any and all resolutions or expenditure approvals required for execution of this Agreement.

B. CSUSA Warranties and Representations. CSUSA warrants and represents that it is a limited liability company in good standing, it is authorized to conduct business in the State of Florida, and that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. CSUSA will comply with all registration and licensing requirements relating to conducting business under this Agreement. CSUSA represents that it is familiar with and has extensive knowledge and expertise regarding the availability, use and receipt of federal, state and local funding for charter schools. CSUSA represents that it is familiar with and has extensive knowledge and expertise in operating municipal charter schools.

C. Mutual Warranties. The Charter School and CSUSA mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI
NON-DISCRIMINATION

CSUSA agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement, and that it shall comply with the Charter and all applicable law in this regard.

ARTICLE XII
LIMITATION OF LIABILITY

The Parties desire to enter into this Agreement only if in doing so the Parties can exclude special or punitive damages on the Party liable for any cause of action arising out of this Agreement. Any and all damages shall also be limited by the Agreement, and limited to such claims and damages arising solely from this Agreement. Nothing contained in this article or elsewhere in this Agreement is in any way intended to either be a waiver of the limitation set forth in Section 768.28, Florida Statutes, or to extend the Charter School liability beyond the limits established in said Section 768.28; and notwithstanding anything to the contrary no claim or award against the Charter School shall included attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest.

ARTICLE XIII
MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements, oral or written, and understandings between the Charter School and CSUSA, that are not merged herein, including without limitation the Original Management Agreement.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties arising therefore and to resume their respective obligations under this Agreement as soon as reasonably possible.

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Florida. CSUSA, and Charter School hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either CSUSA or the Charter School against the other. Venue for any claim, objection or dispute arising out of this Agreement shall be in Broward County, Florida.

D. Incorporation of Charter, Indenture and Loan Agreement. Notwithstanding anything herein to the contrary, the operation of the Charter School and the obligations and duties of the parties under this Agreement shall be governed in all

respects, by the terms and provisions of the Charter, the Indenture and the Loan Agreement, which are incorporated herein by reference. All capitalized terms not defined herein shall have the meanings given in the Charter and the Indenture.

E. Bondholder Access to CSUSA. The Charter School hereby authorizes, and CSUSA hereby agrees, to communicate directly with any Beneficial Owner of Bonds, regarding all aspects of operation at the School.

F. Agreement in Entirety. This Agreement (including attachments) constitutes the entire agreement and understanding of the parties.

G. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. The address of the parties hereto for the purposes aforesaid, are as follows:

Charter School:

Southwest Charter Foundation, Inc.
6278 North Federal Highway, #384
Ft. Lauderdale, FL 33308
Phone: 954-562-1671

with a copy to:

Levi Williams Esq.
Law Offices of Levi Williams, P.A.
Legacy Bank Building
12 SE 7th Street, Suite 710
Fort Lauderdale, FL 33301
Telephone: 954-463-1626

CSUSA:

Chairman, Chief Executive Officer
Charter Schools USA at Manatee, LLC.
800 Corporate Drive, Suite 124
Fort Lauderdale, FL 33334
Phone: 954-202-3500
Fax: 954-202-2047

with a copy to:

Edward J. Pozzouli, Esq.
Tripp Scott, P.A.
110 S.E. Sixth Street
15th Floor
Fort Lauderdale, FL 33301
Telephone: 954-525-7500
Facsimile: 954-761-8475

H. Assignment. This Agreement may not be assigned by any party, except by the Charter School to the Trustee. CSUSA hereby consents to the assignment of this Agreement to the Trustee.

I. Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by the Charter School and CSUSA, and signed by the Chair of the Charter School and the CEO of CSUSA.

J. Waiver. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

K. Other Provisions.

1. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

2. Should any provision, paragraph, sentence word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida Law. If not modifiable to conform with such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

L. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to CSUSA powers or authority of the Charter School or LCCCS which are not subject to delegation under applicable law.

M. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

N. Compliance with Charter. The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

CHARTER SCHOOLS USA AT MANATEE, LLC.

By: _____
Name: Jonathan Hage
Title: President

Date: Feb 1, 2024

SOUTHWEST CHARTER FOUNDATION, INC.

By: _____
Name: Ken Haiko
Title: President

Date: Feb 1, 2024

EXHIBIT "A"

SCHEDULE OF FEES

See attached.

Manatee Charter School
MANAGEMENT FEE SCHEDULE

Year	Period Ended June 30,	Series 2024 MANA
Yr1	2024	-
Yr2	2025	324,689
Yr3	2026	917,859
Yr4	2027	1,608,340
Yr5	2028	1,743,558
Yr6	2029	1,817,830
Yr7	2030	1,996,945
Yr8	2031	2,036,884
Yr9	2032	2,077,621
Yr10	2033	2,119,174
Yr11	2034	2,161,557
Yr12	2035	2,204,788
Yr13	2036	2,248,884
Yr14	2037	2,293,862
Yr15	2038	2,339,739

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into as of the 10th day of February, 2012, by and between Charter Schools USA at Manatee, LLC, a Florida Limited Liability Company ("CSUSA"), and The Lee Charter Foundation, a Florida non-profit corporation (the "Charter School").

RECITALS

WHEREAS, the Charter School has submitted or will submit a charter application for the operation of Manatee Charter School to School District of Manatee County (the "Sponsor") to operate a public charter school (the "Charter Application"); and

WHEREAS, the Charter School has determined that it is in its best interest to contract with a qualified and competent educational service provider to operate the Charter School; and

WHEREAS, CSUSA is in the business of developing, managing, staffing, and operating public charter schools for non-profit boards; and

WHEREAS, the Charter School wishes to hire CSUSA, and CSUSA wishes to be hired by Charter School to manage and operate the Charter School upon the terms and conditions set forth herein; and

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

ARTICLE I
CONTRACTING RELATIONSHIP

A. Authority. The Charter School represents that it is authorized by law to contract with CSUSA and for CSUSA to provide educational management services to the Charter School. The Charter School further represents that it expects the Charter Application will be approved by the Sponsor to organize and operate a public charter school and that once the Charter Application has been approved, the Charter School will enter into a charter contract with the Sponsor (the "Charter Contract"). The Charter School is therefore authorized by the Charter Application, Charter Contract and the Sponsor to supervise and control such charter school, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.

B. Agreement. The Charter School hereby contracts with CSUSA, to the extent permitted by law, for the provision of all labor and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the Charter School in accordance with the educational goals, curriculum,

methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Charter School's Board of Directors (the "Board") and included in the Charter Contract between the Charter School and the Sponsor. CSUSA's obligations to the Charter School shall be only as expressly set forth in this Agreement. Duties required to be carried out for the operation of the Charter School which are not expressly set forth herein as being CSUSA's responsibility shall remain the Board's sole responsibility.

C. Designation of Agents. The Board designates the employees of CSUSA as agents of the Charter School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERPA") and other applicable law. The Board, subject to its discretion, hereby authorizes CSUSA to communicate with and negotiate on the Board's behalf with all state and governmental agencies, as directed by the Board.

D. Status of the Parties. CSUSA is a Florida limited liability company, and is not a division or a part of the Charter School. The Charter School is a Florida non-profit corporation or a Limited Liability Corporation with 501(c) (3) IRS designation (pending) authorized by the Charter Contract, and is not a division or part of CSUSA. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create an employer employee relationship. Except as expressly provided in this Agreement, no agent or employee of CSUSA shall be deemed to be the agent or employee of the Charter School. CSUSA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between CSUSA and the Charter School is based solely on the terms of this Agreement, and the terms of any other written agreements between CSUSA and the Charter School.

ARTICLE II
TERM

This Agreement shall be effective as of the date first written above and shall continue for an initial term consistent with the term of the Charter Contract unless terminated or cancelled earlier in accordance with this Agreement, or for good cause, as agreed by CSUSA and the Charter School. After the initial term, then the term of the Agreement shall be extended (i) to the extent CSUSA performs in accordance with the terms of this Agreement, (ii) in the event that the Charter Contract is extended or replaced, or (iii) in the event the Board approves the extension by express vote. The term of the extension of the Agreement shall correspond to the length of the Charter Contract unless this Agreement is otherwise terminated or cancelled earlier in accordance with this Agreement, or for good cause, as agreed by CSUSA and the Charter School. Nothing contained in this Agreement shall be construed to restrict or prevent the Charter School from entering into a Management Agreement with any other party for any school other than the Charter School that is the subject of this Agreement.

ARTICLE III
FUNCTIONS OF CSUSA

A. Responsibility. CSUSA shall be responsible and accountable to the Board for the operation and performance of the Charter School in accordance with the Charter Contract. CSUSA's responsibility is expressly limited by: (i) the Charter School's Annual Budget, which is to be submitted and approved by the Board as provided in this Agreement, and (ii) the availability of state funding to pay for said services. Neither CSUSA nor the Charter School shall be required to expend Charter School funds on services in excess of the amount set forth in the Charter School's Annual Budget. There is nothing in the Agreement which shall delegate the ultimate authority of the Charter School.

B. Educational Program. CSUSA agrees to implement the Educational Program. In the event CSUSA determines that it is necessary to modify the Educational Program, CSUSA shall inform the Board of the proposed changes and obtain Board approval, and if required under the Charter Contract, approval of the Sponsor. The parties hereto acknowledge that an essential principle of the Educational Program are their flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Charter School and CSUSA are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, CSUSA will provide the Board with updated reports on progress towards implementing each of the Charter School's educational goals in the Educational Program.

C. Specific Functions. CSUSA shall be responsible for the management, operation, accounting and Educational Program at the Charter School. Such functions include:

1. Perform day-to-day management of the Charter School, in accordance with this Agreement, the non-profit purpose of the Charter School, the Charter Contract and subject to the direction given by the Charter School;

2. Implement and administrate the Educational Program, including the selection of instructional materials, personnel, equipment, technology and supplies, and the administration of extra-curricular and co-curricular activities and programs approved by the Charter School. Perform repeated evaluation, assessment and continuous improvement of the educational curriculum and program development and report findings to the Charter School upon its request;

3. Management, selection, and application of technology services required to facilitate operation of the school;

4. Manage personnel functions, including professional development for the Charter School Administrator and instructional personnel and the personnel functions outlined in Article VI of this Agreement including drafting operations manuals, forms (including teacher offer letters, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by CSUSA and as approved or requested by the Charter School;

5. Management of the business administration of the Charter School;

6. Management of the accounting operation, including general ledger management and financial reporting including identifying and applying for grants, spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto, and preparing the proposed annual budget for presentation to the Charter School for modification, amendment or approval; provided that any modifications or amendments shall be approved by express vote of the Charter School and be consistent with the staffing and educational models set forth in the Charter Contract; and;

7. Any other function necessary or expedient for the administration of the Charter School pursuant to the Charter Contract.

D. Purchases. Purchases made by CSUSA on behalf of the Charter School with the Charter School's funds, such as non-proprietary instructional and/or curriculum materials, books and supplies, and equipment will be the property of the Charter School. CSUSA shall own all proprietary rights to, and the Charter School's proprietary interest shall not include, curriculum or educational materials that are developed or copyrighted or similarly protected by CSUSA, including without limitation curriculum or educational materials that are developed by CSUSA with funds from the Charter School. CSUSA's educational materials and teaching techniques used by or at the Charter School shall be subject to disclosure to the extent required by law. This provision does not apply to any capital items leased or purchased by CSUSA with CSUSA's own funds.

E. Subcontracts. CSUSA shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board. CSUSA reserves the right to subcontract any and all aspects of all services it agrees to provide to the Charter School.

F. Place of performance. CSUSA reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

G. Ongoing Student Recruitment. CSUSA shall develop and manage ongoing recruitment of students subject to general recruitment and admission policies of the Charter School. Students shall be selected in accordance with the procedures set forth in the charter Contract and in compliance with applicable laws. CSUSA shall present a plan to the Charter School to solicit and recruit enrolment of students by various means, which may include but shall not be limited to the following: paid and unpaid media advertisements in a newspaper of general circulation, mailings to parents/guardians of prospective students, word-of-mouth and presentations to interested groups and distribute information through advertisements.

H. Due Process Hearings. CSUSA shall, at the Board's direction, provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extend consistent with the Charter School's own obligations, and if necessary retain counsel on behalf of the School. The Board shall retain the right to provide due process as required by law.

I. Legal Requirements. CSUSA shall provide Educational Programs that meet federal, state, and local requirements, and the requirements imposed under applicable laws and the Charter Contract, unless such requirements are or have been waived.

J. Rules and Procedures. CSUSA shall recommend reasonable rules, regulations and procedures applicable to the Charter School and is authorized and directed to enforce such rules, regulations and procedures adopted by the Charter School.

K. School Year and School Day. The school year and the school day shall be as required by law and as determined annually by the Board.

L. Pupil Performance Standards and Evaluation. CSUSA shall be responsible and accountable to the Board for the performance of students who attend the Charter School. CSUSA will utilize assessment strategies required by the terms of the Charter Contract. The Board and CSUSA will cooperate in good faith to identify measures of and goals for Charter School students and school performance, including but not limited to academic achievement and parent satisfaction. CSUSA shall perform its duties and responsibilities as set forth in this Agreement to the reasonable satisfaction of the Board.

M. Services to Disabled Students and Special Education. CSUSA shall provide special education services to students who attend the Charter School in conformity with the requirements of state and federal law. CSUSA may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Charter School's program, subject to approval of the Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies. Consistent herewith, the Board

acknowledges the individualized nature of services that may need to be provided to disabled and special needs students and the impact that the provision of such individualized services may have on the Annual Budget. The Board and CSUSA mutually agree to adjust the Annual Budget as deemed necessary with respect to the provision of services to disabled and special needs students under this paragraph, as required by law.

N. Contract between the Charter School and the Sponsor. CSUSA will not act in a manner that will cause the Charter School to be in breach of its Charter Contract with the Sponsor.

O. Unusual Events. CSUSA agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Charter School in complying with its responsibilities hereunder or its responsibilities under the Charter Contract.

P. Student and Financial Records. All student and financial information related to the Charter School shall be available for inspection at the Charter School upon reasonable request consistent with applicable federal and state laws.

Q. Charter School Records/Proprietary. The financial, educational and student records pertaining to the Charter School are Charter School property, and such records are subject to the provisions of the applicable freedom of information act(s) to the extent required by applicable law. All Charter School records shall be physically or electronically available, upon request, at the Charter School. Except as prohibited under the Charter Contract and applicable law, the Sponsor and the public shall have access to the Charter School's records.

R. CSUSA Performance Goals.

a) Timely submission of required reports set forth in this Agreement;

b) Strict adherence to the approved Annual Budget for the operation and management of the Charter School, with no aggregate cost over-runs; and

c) Such performance goals contained within the Charter Contract and the Charter Application;

S. Educational and Other Services. Upon Board approval, CSUSA shall provide certain educational and other services. Such services may include but are not limited to certain technology services, proprietary curriculum and other instructural tools

as well as school development services which may be provided by CSUSA, its affiliates or third party entity.

ARTICLE IV
OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of CSUSA, including but not limited to, CSUSA's recommendations concerning policies, rules, regulations and budgets. If the Board's unwillingness to adopt CSUSA's reasonable recommendations with respect to policies, rules, and regulations specifically inhibits CSUSA's ability in implementing the school design as set forth in the Charter Application, CSUSA shall have the option of terminating this Agreement.

B. Assistance to CSUSA. The Charter School shall cooperate with CSUSA in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Charter School shall timely furnish CSUSA all documents and records necessary for CSUSA to properly perform its responsibilities under this Agreement.

C. Unusual Events. The Charter School agrees to timely notify CSUSA of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect CSUSA in complying with its responsibilities hereunder.

D. Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Charter School, including regulations relative to the conduct of pupils while in attendance at the Charter School or en route to and from the Charter School.

E. Food Service. The Charter School shall be managed, operated and administered by or shall otherwise provide authority to CSUSA to manage, operate and administer the Food Service for the Charter School including but not limited to cause all conditions necessary to satisfy all requirements of the Federal Statutes regarding the National School Lunch Program at 7 C.F.R. §210.1, et seq.

ARTICLE V
FINANCIAL ARRANGEMENTS

A. **Revenues.** Except as hereinafter provided, all monies received by the Board shall be deposited in the Charter School's depository account with a financial institution acceptable to the Board and CSUSA. The signatories on the account shall only be the Board members or designated CSUSA employees designated by the Board. Interest income earned on Charter School depository accounts shall accrue to the Charter

School. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Charter School, including but not limited to:

1. Funding for public school students enrolled in the Charter School.

2. Special education funding provided by Federal, State and Local Governments to the Charter School that is directly allocable to special education students in the Charter School.

3. Gifted and Talented funding provided by Federal, State and Local Governments that is directly allocable to Gifted and Talented students in the Charter School.

4. At-Risk Funding provided by Federal, State and Local Governments to the Charter School that is directly allocable to At-Risk students in the Charter School.

5. Funding provided by Federal, State and Local Governments to the Charter School that is directly allocable to students in the Charter School with limited English proficiency.

6. Federal, State and Local grant sources, including Title I and Charter School start up funds, which is directly allocable to the Charter School.

7. Grants and donations received by the Charter School (except to the extent CSUSA is not required or involved in soliciting, administering, or managing such grants and/or donations).

8. Fees charged to students and others for extra services as and to the extent permitted by law (all of the above are hereinafter collectively referred to as the "Revenues").

The Board may advance funds to CSUSA for the fees or expenses associated with the Charter School's operation provided that documentation for the fees and expenses are provided for Board ratification. The Revenues shall be expended by CSUSA in accordance with the approved Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable. To the extent that there are not sufficient funds in the Operating Account to pay Operating Expenses, CSUSA may, at CSUSA's option, deposit funds into the Charter School Operating Accounting ("Operating Advances"). Operating Advances can only be made in accordance with the approved Annual Budget. The Charter School shall reimburse CSUSA all Operating Advances, together with interest

earned thereon from Total Revenues as and when the funds become available; provided, however, that if at the end of each Fiscal Year Total Revenues, after payment of Debt Service and Operating Expense, are insufficient to reimburse all Operating Advances attributable to such Fiscal Year, CSUSA may forgive the un-reimbursed balance of Operating Advances, including interest earned thereon.

B. Budget.

CSUSA shall manage the budget, accounting, and financial reporting functions for the Charter School in accordance with the Requests of the Sponsor, the provisions of the Charter Contract and the approved Annual Budget by the Board.

CSUSA shall prepare and submit to the Charter School for its approval for each Fiscal Year (July 1-June 30), an Annual Budget for the Charter School. Each Annual Budget shall state an estimate for the coming Fiscal Year for (i) Total Revenues; (ii) Operating Expenses; (iii) Reserve Expenses; (iv) Audit Expenses; and (v) Fund Balance.

Reserve Expenses means the amount of money reflected in the Annual Budget that CSUSA must deposit into an account for Reserve Expenses. The Reserve Expense Account shall be used for the establishment of reasonable reserves for long-term renewal and replacement of the School Facility or portions thereof. CSUSA shall obtain approval from the Charter School to withdraw funds from the Reserve Expense Account. There shall be a goal of 1% of funding per year for both the reserve and fund balance.

(i) CSUSA shall submit to the Charter School for its review and approval a preliminary Annual Budget for each Fiscal Year for the Charter School, on or before May 31st of the current Fiscal Year. It is the intent of this provision that CSUSA prepare and submit to the Charter School a balanced Annual Budget, which shall provide for full payment of the (i) Total Revenues; (ii) Operating Expenses; (iii) Reserve Expenses, (iv) Audit Expenses and (v) Fund Balance with respect to the Charter School.

(ii) The Charter School must notify the CSUSA in writing that it approves the Annual Budget within thirty days of submission by CSUSA, which approval shall not be unreasonably withheld or delayed. If the Charter School does not approve the Annual Budget, the Charter School shall give specific reasons therefore and continue to deposit the balance of Total Revenues into the Charter School Operating Account pursuant to its obligations in Article V. If the Charter School does not approve the Annual Budget within thirty days of submission by CSUSA, Charter School shall be deemed to approve the Annual Budget. CSUSA and the Charter School acknowledge that a Final Budget shall be completed no later than June 30.

(iii) CSUSA may amend the Annual Budget(s) not less frequently than semi-annually in order to reflect the results of the most recent student count and may make such other modifications as it may from time to time find necessary. Any such amendment shall only be valid if approved by the express vote of the Board. CSUSA

shall report any changes upon which the Annual Budget was based within fifteen days after CSUSA becomes aware of any such change.

(iv) CSUSA shall operate and manage the Charter School according to its Annual Budget.

(v) CSUSA shall use reasonable efforts to operate the Charter School within its Annual Budget.

C. Fee. CSUSA shall be entitled to compensation for its services in the amount of 15% of "Revenues" which shall be set forth within the approved Annual Budget or a lesser percentage if, as otherwise agreed to by CSUSA.

D. Availability of Funds. CSUSA shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

E. Financial Reporting. CSUSA shall provide the Board with:

1. The projected Annual Budget as required by the terms of this Agreement.

2. Detailed statements of all Revenues received, and detailed statements of all expenditures for services and or expenses rendered or incurred to or on behalf of the Charter School, whether incurred on-site or off-site, upon request.

3. Monthly financial statements by the 30th day of the following month, including a balance sheet, statement of revenues and expenditures.

4. Other information on a periodic basis to enable the Board to (i) monitor CSUSA's performance and the efficiency of its operation of the Charter School, and (ii) furnish reports and information which the Charter School is required to provide pursuant to its Charter Contract and/or applicable laws.

G. Access to Records. CSUSA shall keep accurate financial records pertaining to its operation of the Charter School, together with all Charter School financial records prepared by or in possession of CSUSA, and shall retain all of the said records for a period of time as may be required by the Charter Contract. CSUSA and the Charter School shall maintain the proper confidentiality of personnel, students, and other records as required by law.

H. Review of Operational Budget. The Board shall be responsible for reviewing and approving the Annual Budget of the Charter School as presented by

CSUSA.

I. Annual Audit. The Board shall select and retain an independent auditor, to conduct an annual audit of the Charter School in accordance with the Charter School's authorizing documents. Subject to applicable law, all finance and other records of CSUSA related to the Charter School will be made available to the Charter School's independent auditor.

J. Start-up Operating Losses. With Charter School approval, CSUSA may, in its sole discretion, provide funds for operating losses for the Charter School during the start up period. CSUSA advances shall be budgeted and shall be in amounts acceptable to CSUSA. CSUSA shall be reimbursed from the Revenues as and when funds are available.

K. Marketing. Marketing and development costs paid by or charged to the Charter School shall be limited to those costs specific to the Charter School program and may include costs for the marketing and development of the Charter School.

ARTICLE VI
PERSONNEL & TRAINING

A. Personnel Responsibility. CSUSA shall select and hire qualified personnel to perform services at the Charter School. Personnel shall be employees of CSUSA, unless otherwise agreed by CSUSA and the Board. Each party shall be responsible for all compensation for their respective employees. The compensation of all employees will be paid in accordance with the approved Annual Budget referenced in Article V of this Agreement. CSUSA shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law.

B. School Administrator. The accountability of CSUSA to the Charter School is an essential component of this Agreement. Since the responsibility of the School Administrator is critical to the Charter School's success, CSUSA shall have the authority, consistent with state law, to select and supervise each School Administrator and to hold the School Administrator accountable for the success of the Charter School. CSUSA shall consult with the Board with respect to the hiring of the School Administrator, and CSUSA shall remove the School Administrator from the Charter School if the Board is reasonably dissatisfied with his or her performance.

C. Teachers. CSUSA shall determine the number of teachers, and the applicable grade levels and subjects, required for the operation of the Charter School. CSUSA shall provide the Charter School with such teachers, qualified in the grade levels and subjects required, as are required by the Charter School. The curriculum taught by such teachers shall be consistent with the Educational Program. Such teachers may, in the discretion of CSUSA, work at the Charter School on a full or part time basis. If assigned

to the Charter School on a part time basis, such teachers may also work at other schools managed or operated by CSUSA. Each teacher assigned to the Charter School shall have such credentials, certifications and experience as may be required under the Charter Contract and applicable laws and shall undergo a criminal background check as if such teacher was employed by the Charter School.

D. Support Staff. CSUSA shall determine the number and the functions of support staff required for the operation of the Charter School. CSUSA shall provide the Charter School with qualified staff to efficiently operate the Charter School in accordance with the Charter Contract. The support staff may, in the discretion of CSUSA, work at the Charter School on a full or part time basis. If assigned to the Charter School on a part time basis, the support staff may also work at other schools managed or operated by CSUSA.

E. Training. CSUSA shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development required by applicable laws. Non-instructional personnel shall receive such training as CSUSA determines reasonable and necessary under the circumstances.

F. Limitations on Discretion. All decisions made by CSUSA, and any discretion exercised by CSUSA, in its determination of staffing levels and its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with the approved Annual Budget, local, state and federal law, and consistent with the parameters adopted by the board and included within the Educational Program.

ARTICLE VII
DEFAULT

A. Default. An event of default ("Event of Default") by either party shall be limited to the following:

1. The Charter School fails to make any payment due hereunder within ten (10) days after the date such payment was due.

2. The Charter School materially breaches any of its other obligations under this Agreement and fails to cure such material breach within sixty (60) days after notice of such breach.

3. If CSUSA shall under such law as shall be applicable to it commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain un-dismissed

for more than sixty (60) days.

4. If CSUSA is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license that may be required for CSUSA to carry on its business and perform its obligations and functions under this Agreement.

5. If CSUSA materially breaches this Agreement. Material Breach includes (i) failure to account for its expenditures or pay the Charter School's operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules or curriculum duly adopted by the Board which is not in violation of this Agreement or the law, or (iii) insufficient progress has made in attaining student achievement objectives of the Agreement and the Charter Contract, and it is not likely that such objectives can be achieved before expiration of this Agreement, (iv) if the health, safety, or welfare of the students is threatened, (v) violation of law, (vi) the revocation, suspension or termination of licenses/certifications needed for any Charter School operations solely as direct result of an act or failure to act by CSUSA, and (vii) the revocation by the sponsor of the Charter Contract solely as the direct result of an act or failure to act CSUSA. In the event of a material breach, CSUSA shall have (60) days after receipt of written notice to remedy said breach.

B. Remedies. Upon the occurrence of an uncured Event of Default by either party, the non-breaching party shall be entitled to pursue all remedies available under law or equity, including without limitation, terminating this Agreement upon seven (7) days prior written notice. In the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, CSUSA may, for a fee reasonably acceptable to CSUSA, provide the Charter School reasonable assistance for up to thirty (30) days to assist in the transition to another administrative or structural arrangement (although CSUSA shall not be required to provide any assistance to another management company or service provider). However, CSUSA will abide by all state laws that govern transition obligations, including but not limited to:

- Transfer to such entity of all student records;

- Transferring any and all other non proprietary information and providing necessary assistance to the new program or education service provider to ensure the least disruption of the Charter School operation as a result of the termination of this agreement;

- Transferring and/or assigning to the Charter School all contracts, agreements, licenses, permissions, and other rights and privileges

related to the operation of the Charter School; including, at CSUSA's option, assignment of contracts for Personnel.

ARTICLE VIII
INDEMNIFICATION

Each party to this Agreement does hereby indemnify and hold harmless the other, and the Sponsor, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) its negligence, (ii) its action taken or not taken, or (iii) its noncompliance or breach of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree.

ARTICLE IX
INSURANCE

A. Insurance Coverage. Each party shall maintain such insurance in the coverage amounts as may be required by the Charter Contract, with the other party listed as an additional insured. Revenues from the Charter School will be used to purchase insurances defined in the Charter Contract to operate the Charter School, including the provision of Directors & Officers Liability insurance for the Board. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurers, to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by the Charter Contract and applicable laws, covering their respective employees.

ARTICLE X
WARRANTIES AND REPRESENTATIONS

A. Charter School Warranties and Representations. The Charter School represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. CSUSA Warranties and Representations. CSUSA warrants and represents that it is a limited liability company authorized to conduct business in the State of Louisiana. CSUSA will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Charter School agrees to assist CSUSA in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The Charter School and CSUSA mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XI
MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Charter School and CSUSA.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article of this Agreement governing termination.

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Florida, and subject to venue in Broward County. CSUSA and the Charter School hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either CSUSA or the Charter School against the other.

D. Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the Charter School shall be sent to the current

address of the then current Board President or Chairman, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board President or Chairman and Board attorney, are as follows:

The Charter School:

The Lee Charter Foundation
6278 North Federal Highway #384
Fort Lauderdale, Florida 33308
Phone: 954-562-1671

with a copy to:

Levi G. Williams, Jr., Esq.
Fertig & Gramling
200 SE 13th Street
Fort Lauderdale, FL 33316

CSUSA:

Chairman, Chief Executive Officer
Charter Schools USA
6245 North Federal Highway, 5th Floor
Ft. Lauderdale, FL 33308
Phone: 954-202-3500
Fax: 954-202-2047

with a copy to:

Tripp Scott, P.A.
Attn: Edward J. Pozzuoli
110 S.E. Sixth Street
15th Floor
Fort Lauderdale, FL 33301
Phone: 954-525-7500
Fax: 954-761-8475

F. Assignment. Either party may assign this Agreement with the written consent of the other.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by the Board and signed by both the President or Chairman of the Board and the CEO of CSUSA.

H. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

I. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party its reasonable costs and attorneys' fees (including those incurred at appellate levels).

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to CSUSA powers or authority of the Board, which are not subject to delegation by the Board under applicable law.

K. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

L. Compliance with Charter Contract. The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter Contract.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

CSUSA

By: _____
Name: Jonathan Hage
Title: President
Date: 02-10-2012

Charter School

By: _____
Name: Ken Haiko
Title: Chairman
Date: February 10, 2012

AGENDA ITEM NO. 9.26

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of Palmetto Charter School Renewal Contract for the 2025-2040 School Years (No Net Financial Impact)

Executive Summary
Section 1002.33, Florida Statutes, provides that a charter may be renewed provided that a program review demonstrates that the required criteria have been successfully accomplished and that none of the grounds for nonrenewal has been expressly found. Palmetto Charter School has been in operation in Manatee County since the 2010 school year, serving students in grades K-8 with approximately 457 students. Palmetto Charter School has been recognized by the FDOE as a High Performing Charter school since 2014. Florida Statute 1002.331 outlines criteria for charter schools to be designated as high performing. This designation permits the institution to apply for and receive a 15-year contract. The current contract for Palmetto Charter School expires on June 30, 2025.

Palmetto Charter School is recommended for a 15-year renewal contract beginning July 1, 2025-June 30, 2040.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Recommendation
The Superintendent recommends approval of the charter contract for Palmetto Charter School (No Net Financial Impact).

Financial Impact
Palmetto Charter School will receive ninety five percent (95%) of the Full-time Equivalent (FTE) for the first two hundred-fifty (250) students attending the charter school, and other appropriate funds based on actual enrollment as reported in FTE survey reports. The administrative fee provides the charter management services, procession of teacher certification data, and information services including access to student information systems. Palmetto Charter School will receive any remaining FTE and other appropriate funds for the K-8 program.

Contact
Submitting Department: Student Support - Charter Schools
Initiated by: Dr. Valerie Moore Hyer, Coordinator, Charter Schools

Attachments:
Exhibit 1 PCS Renewal Application 2024
Exhibit 2 PCS Governance Documents
PCS Signed Contract 6.4.2025

Charter Renewal Application

Palmetto Charter School
1601 17th Street West
Palmetto, FL 34221
941.723.3711
www.palmettocharterschool.org

Charter Renewal Application

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School District of Manatee County

Charter Renewal Application Form

2024-2025

Charter School Name: Palmetto Charter School

School Address: 1601 17th St. W., Palmetto, Fl 34221

I hereby certify that the information submitted for renewal is true to the best of my knowledge and belief; that this application has been approved by the school's Governing Board; and that, if awarded a renewed charter, the school shall continue to be open to all students on a space available basis using the lottery system, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need or proficiency in English language, and academic achievement.

Dr Michael Mears — 11/08/24

Signature of Governing Board Chair — Date

Dr. Michael Mears — 11/8/24

Printed Name of Governing Board Chair — Date

[signature] — 11/8/24

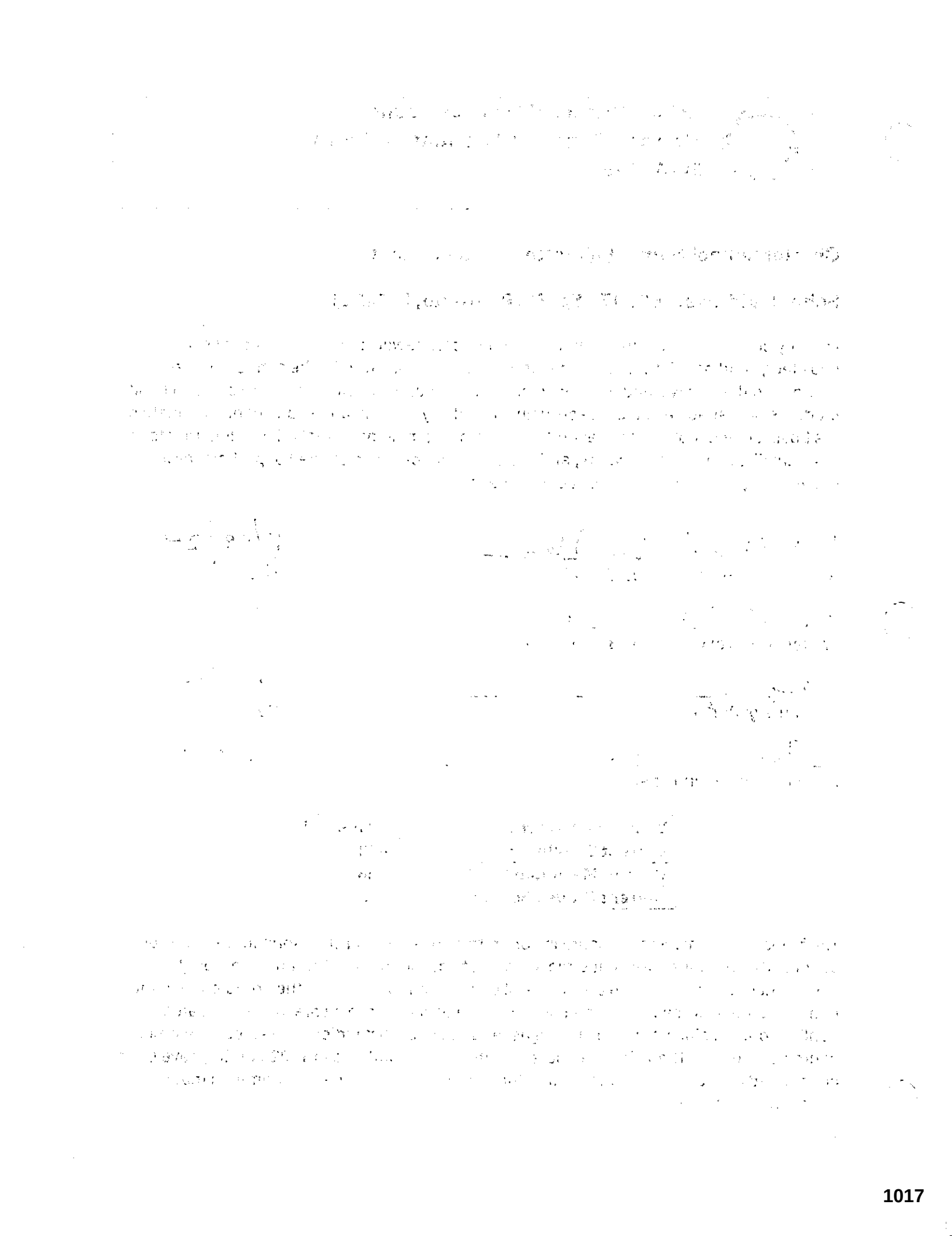
Signature of Principal — Date

Jacob D. Durrance — 11/8/24

Printed Name of Principal — Date

Year School Opened	**2010-2011**
Current Enrollment	**458**
Charter Maximum Enrollment	**458**
Current Grades Served	**K-8**

The Manatee County School Board is committed to continued sponsorship with charter schools that demonstrate academic success, fiscal accountability, and appropriate governance. To demonstrate a successful charter school program, the completion of the charter renewal process must present evidence of success in all areas. This updated application, the classroom walkthroughs, and the checklist indicators represent elements of program review. These items ensure that the criteria outlined in 1002.33(8)(a) have been considered in addition to attainment of the student performance requirements that are stated in the charter.



EXECUTIVE SUMMARY

Palmetto Charter School began offering educational services during the 2010-2011 school year for 365 students in kindergarten through eighth grade. Our focus centers on providing a superior learning environment while maintaining a superior academic program. We believe student learning increases when students get along and contribute to the learning environment, and teachers can instruct with minimal disruption. As such, academic rigor and achievement become the product of our character education program and instructional pedagogy. The guiding principle for Palmetto Charter School is the belief that students learn best in an environment based on our mission statement's values.

Mission

The mission of Palmetto Charter School is to create a superior learning environment founded upon the shared values of hard work, honor, self-discipline, community, and parental involvement, with the purpose of preparing students for academic and social success in high school and beyond.

Summary

A fundamental basis for our instructional approach is grounded upon the belief that the social curriculum is as important as the academic curriculum. Consequently, we use the Responsive Classroom Approach, including the Four Domains of Responsive Classroom: Engaging Academics, Positive Community, Effective Management, and Developmentally Responsive Teaching. The Responsive Classroom approach integrates academic and social learning throughout the curriculum. An aspect of our Responsive Classroom approach includes a morning meeting to start our day purposefully and focused on our CARES (Cooperation, Assertion, Responsibility, Empathy, and Self-Control) behaviors. Together, these behaviors form the foundational tenets of our character education program designed to help students get along with one another while contributing to the learning environment.

Additionally, we follow Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) and standards-based curriculum to assist, support, and drive student achievement, as evidenced by the Florida Assessments of Student Thinking (F.A.S.T.). Our academic program is rigorous and designed to prepare students for continued success at Palmetto Charter School and beyond in high school.

Palmetto Charter School offers:

- Responsive Classroom program (Character Education Program - CARES)
- Strong foundational basis in phonics and basic math facts
- Accelerated Reader program including solid literacy and grammar focus
- Critical Thinking and Emerging Leadership courses
- Technology in each classroom (one-to-one ratio)
- High School accelerated opportunities (Algebra, Spanish, and Digital Information Technology – 8th grade)

- Physical Education and after-school Athletics program
- Art, Music and Drama, Introductory Spanish (3-8)
- S.T.E.M. (K-2 with future growth)
- Individualized and differentiated instruction to support student growth
- Use of the MTSS process to support and address academic challenges
- Speech, Language, Occupational Therapies
- School mentoring and social work resources

In summary, we are building a school that combines high expectations, hard work, character education, and outstanding instructors to produce superior students.

School Growth and Opportunity

Palmetto Charter School began providing educational services for 365 students during the 2010-2011 school year. During the 2022-2023 school year, Palmetto Charter School began a 50% growth cycle, including additional Kindergarten, 1st Grade, and 2nd Grade classes. The growth cycle includes a gradual expansion of educational services over seven years. Ending in the 2028-2029 school year, Palmetto Charter School will complete the gradual expansion to provide educational services for 546 students (three classes per grade level K-8). Palmetto Charter School's enrollment is stable and continues to expand each year.

Organization

Palmetto Charter School is a non-profit, independently operated public educational service provider. Our Board of Directors consists of members with expertise in Law, Finance/Accounting, Medical, and Education in such a manner to reflect a diverse range of knowledge essential to the school's governance. Our administrative team consists of a school principal, an assistant principal, and an office manager. Our instructional and support team includes highly qualified and Florida-certified educational professionals and quality support staff. Palmetto Charter School aims to create a work atmosphere where teachers and staff members are supported in their efforts to cultivate and sustain an excellent and effective workplace conducive to the learning of all students. Furthermore, Palmetto Charter School works to create a highly functioning partnership that engages, encourages, and celebrates parental support and community involvement.

Palmetto Charter School has operated in a positive fiscal manner, meeting financial obligations since opening in 2010. We own our school buildings (roughly 7.3 acres), including parking and an athletic field. Currently, we contract with Manatee County School District to provide breakfast and lunch to our students. Likewise, we offer transportation services for students in the north Manatee County area.

Recognition

2023-2024 – School of Excellence
2023-2024 School Grade – A
2023-2024 – Florida Suncoast League – 1A Sports Program of the Year

I. Educational Plan

Section 1: Mission, Guiding Principles and Purpose

The mission of Palmetto Charter School is to create a superior learning environment founded upon the shared values of hard work, honor, self-discipline, community, and parental involvement, with the purpose of preparing students for academic and social success, in high school and beyond.

The guiding principle for Palmetto Charter School is the belief that students learn best in an environment based upon the values within our mission statement. Therefore, Palmetto Charter School will utilize the Responsive Classroom model developed by The Center for Responsive Schools (Formally the Northeast Foundation for Children). Research has shown that when families of all backgrounds are engaged in their children's learning, their children tend to do better in school, stay in school longer, and pursue higher education. The Responsive Classroom model is not a social skillset or character education program that is an add-on, nor is it just another curriculum. Responsive Classroom is an approach to teaching and learning that integrates academic and social learning throughout the entire curriculum. Palmetto Charter School's goal is for the school, the family, and the community to partner together for a better environment for education. This supportive partnership is based upon the research and training from The Center for Responsive Schools. It will provide parents in our community the flexibility to choose an educational program that combines a high academic curriculum supported by a values-based program.

Financial efficiency and accountability will be monitored by the Board of Directors, the School Administration, and the School's Accounting Service.

In order to promote enhanced academic success, Palmetto Charter School will seek to hire highly motivated and qualified teachers and hold all personnel to high standards. Likewise, Palmetto Charter School will provide training for teachers, staff, and Administration in the Responsive Classroom approach. Training and implementation may include Responsive Classroom's Core Course (four-day training), One-Day Workshops, PCS Teacher-led training, and ongoing professional development book studies.

Palmetto Charter School will place a strong emphasis on parental communication, especially as it relates to student behavior and academic advancement. Information regarding student progression and standardized testing will be discussed at scheduled parent-teacher conferences. Quarterly report cards and mid-quarter progress reports will be issued for each student. Reading assessments will be given throughout the school year. In addition, standardized test scores will be sent home to all parents following each Florida Assessment of Student Thinking (FAST) Progress Monitoring Windows (PM1, PM2, and PM3). These scores will include ongoing student scores from the beginning of the school year, mid-year, and end of the school year. For students entering the school later in the

year where no usable baseline score is available or applicable, the school may employ other testing assessments in order to achieve a reasonable estimation of student progression. By employing these methods, parents will be informed of their student's progress and achievement as well as whether their student gains at least a year's worth of learning for every year spent in the charter school.

Palmetto Charter School has successfully implemented the Responsive Classroom approach to the degree that the school has earned Florida Department of Education (FDOE) recognition as a School of Excellence. As such, Palmetto Charter School believes the Responsive Classroom approach is an attractive alternative for the students within our targeted student population.

To enhance student learning, the first 20-30 minutes of each day will be spent on activities associated with the Responsive Classroom model. Based upon Palmetto Charter School's FDOE recognition as a School of Excellence, we believe there is a strong correlation between the Responsive Classroom activities and student learning, achievement, and growth. Also, parental involvement is a requirement for all families enrolled at Palmetto Charter School. Strengthening these bonds between home and school will lead to greater student achievement. By establishing a safe and affirming environment, students will be more likely to excel.

Palmetto Charter School will incorporate a strong study skills component to enhance the learning of all students, including Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) standards-based curriculum and instruction and a focus on Responsive Classroom tenets. For students that are testing below grade level in reading, a multi-tiered support system is utilized to provide assistance, remediate, or intervene to strengthen student learning. Students earning a level 1 on the PM3 reading test will be placed in Intensive Reading for remediation and instruction including the Read 180 reading program. In all grades, a tiered system and/or intensive reading class will assist in providing support depending upon student's academic progress and specific needs.

Teachers will be encouraged to utilize innovative learning tools and methods such as the use of curriculum features, Google Classroom, IXL, Kahoot, Blooket, Nearpod, Service-Projects, Guest Speakers, Differentiated Instructional Strategies, Socratic Seminars, Manipulatives, Project-based Assessments, the Engineering Design Model, CLOSE Reading, etc. and other strategies to facilitate student learning and achievement. Teacher training is ongoing in the specific use of school-based tools and methods as needed and determined by the appropriate grade level and applicable content area and foci.

Learning outcomes will be measured through Curriculum-Based Assessment, Teacher Made Assessment, Quarterly Progress Reports, Quarterly Report Cards, periodic Renaissance STAR Reading Platform Assessments, IXL Diagnostic Assessments, and the use of Florida's FAST Progress Monitoring standardized assessments (PM1, PM2, and PM3).

Palmetto Charter School serves our local community in various ways. First, Palmetto Charter School provides constructive competition with the local public school system. Competition is fundamental to our efforts in providing a superior learning and social environment for our students. As such, we believe competition requires hard work, innovation, and responsiveness within our program. Second, we believe that Palmetto Charter School benefits the public education sector of our community while also serving to expand the capacity of the public school system. While competition strengthens our resolve to sustain academic achievement, our school works to prepare students for our sponsoring district's public education program (Palmetto High School). We believe our efforts to this end benefit our students and the community, while adding value to our relationship with the neighboring high school and our sponsoring district. Third, our community has experienced rapid residential growth over the last decade. As such, Palmetto Charter School serves to mitigate the significant impact created by the new development of residential dwelling units.

Section 2: Target Population and Student Body

Palmetto Charter School will be open to any student who resides in the School District of Manatee County. We will especially target those students who reside in northern Manatee County. Students will be considered for admission without regard to race, religion, gender, national or ethnic origin.

Palmetto Charter School is located at 1601 17th St. W., Palmetto, Florida, 34221. The school will continue to serve students in Manatee County with an emphasis on those students residing in North Manatee County.

NUMBER OF STUDENTS BY GRADE LEVELS TO BE SERVED					
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Kindergarten	18	18	18	18	18
Kindergarten	18	18	18	18	18
Kindergarten	18	18	18	18	18
First Grade	18	18	18	18	18
First Grade	18	18	18	18	18
First Grade	18	18	18	18	18
Second Grade	18	18	18	18	18
Second Grade	18	18	18	18	18
Second Grade	18	18	18	18	18
Third Grade	18	18	18	18	18
Third Grade	18	18	18	18	18

Third Grade	18	18	18	18	18
Fourth Grade	22	22	22	22	22
Fourth Grade	22	22	22	22	22
Fourth Grade	22	22	22	22	22
Fifth Grade	22	22	22	22	22
Fifth Grade	22	22	22	22	22
Fifth Grade	N/A	22	22	22	22
Sixth Grade	22	22	22	22	22
Sixth Grade	22	22	22	22	22
Sixth Grade	N/A	N/A	22	22	22
Seventh Grade	22	22	22	22	22
Seventh Grade	22	22	22	22	22
Seventh Grade	N/A	N/A	N/A	22	22
Eighth Grade	22	22	22	22	22
Eighth Grade	22	22	22	22	22
Eighth Grade	N/A	N/A	N/A	N/A	22
TOTALS	*458*	*480*	*502*	*524*	*546*

Enrollment projections were developed based on Palmetto Charter School's consistent enrollment, community interest, and the areas' rapid residential growth over the last decade. The school began providing educational services for 365 students during the 2010-2011 school year. During the 2022-2023 school year, Palmetto Charter School began a 50% growth cycle which included adding additional Kindergarten, 1st Grade, and 2nd Grade classes. The growth cycle included a gradual expansion of educational services spread out over a seven-year period. Ending in the 2028-2029 school year, Palmetto Charter School will complete the gradual expansion to provide educational services for 546 students.

Palmetto Charter School's enrollment has remained consistent with full enrollment. Likewise, Palmetto Charter School's registration and intent to enroll numbers increased (larger numbers of students on the school's waitlist). Consequently, Palmetto Charter School began a gradual expansion based on the growth of the area, the school's enrollment, and community interest.

Section 3: Educational Program Design

The fundamental basis for our instructional approach is grounded upon the belief that the social curriculum is as important as the academic curriculum. Where students get along and teachers can instruct with minimal disruption, student learning will increase. Palmetto Charter School will continue to use the Responsive Classroom Approach, including the Four Domains of Responsive Classroom: Engaging Academics, Positive Community,

Effective Management, and Developmentally Responsive Teaching. Engaging Academics includes learner-centered lessons that are participatory, appropriately challenging, fun, and relevant and promote curiosity, wonder, and interest. Positive Community includes a safe, predictable, joyful, and inclusive environment where all students have a sense of belonging and significance. Effective Management includes a calm and orderly learning environment that promotes autonomy, responsibility, and high engagement in learning. Developmentally Responsive Teaching includes basing all decisions for teaching and discipline upon research and knowledge of students' social, emotional, physical, and cognitive development.

Palmetto Charter School will utilize innovative learning tools and methods such as the use of Curriculum Features, Google Classroom, IXL, Kahoot, Blooket, Nearpod, Service-Projects, Guest Speakers, Differentiated Instructional Strategies, Socratic Seminars, Manipulatives, Project-based Assessments, the Engineering Design Model, CLOSE Reading, etc. and other strategies to facilitate student learning and achievement. Teacher training is ongoing in the specific use of school-based tools and methods as needed and determined by the appropriate grade level and applicable content area and foci.

The success of Palmetto Charter School is contingent upon creating a superior learning environment. The Responsive Classroom program is designed to create such an environment where students learn interactive skills, which will lead to academic and social success. The basic learning environment is classroom-based, with 20-30 minutes of dedicated instructional time associated with the Responsive Classroom model. Class size will follow Florida requirements, with 18 students in each Kindergarten through Third grade class, and 22 students in each Fourth through Eighth grade class (as displayed in the chart above). Further, classroom-based instructional scope and sequence will be in line with Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) State Standards. By differentiating instruction in accordance with the Responsive Classroom approach, academic and social learning will be enhanced throughout the entire curriculum. We believe there is a strong correlation between the Responsive Classroom activities and student learning, achievement, and growth.

Urban, suburban, and rural schools nationwide implementing the Responsive Classroom approach consistently experience higher teaching quality, increased student engagement, academic gains, and fewer discipline problems.

Palmetto Charter School has demonstrated the Responsive Classroom approach is effective by being named an FDOE School of Excellence, High-Performing Charter School Status, and by earning a "A" school grade for eleven of the fourteen years the school has provided educational services (2011 – C, 2012 – A, 2013 – A, 2014 – A, 2015 – A, 2016 – B, 2018 – A, 2019 – A, 2020 – NG (Covid), 2021 – A, 2022 – A, 2023 – A, 2024 – A).

Several research studies have been conducted on the effectiveness of the Responsive Classroom approach. Researchers at the University of Virginia's Curry School of Education

released results from a quasi-experimental longitudinal study. This study compared children at six schools in an urban district—three schools that implemented the Responsive Classroom approach and three that did not. The quasi-experimental design, conducted from 2001 to 2004, is one of the two types that "No Child Left Behind" considers appropriate for educational research, and meets its rigorous standards for providing valid evidence of effectiveness.

Their research found a link between the Responsive Classroom approach and improved student learning. Children whose teachers and schools used the approach had higher scores on math and reading tests. In addition, teachers using the approach felt more effective, had a greater sense of closeness with their students, and used more high-quality instructional practices than other teachers.

This research yielded six key findings about children and teachers at schools using the Responsive Classroom approach:

Finding 1: **Children showed greater increases in reading and math scores.** Children taught using the Responsive Classroom approach for two or three years scored higher in reading and math on the Connecticut Mastery Test. The gains were greater over three-year periods than over two-year periods, and greater in math than in reading.

Finding 2: **Teachers felt more effective and more positive about teaching.** Teachers who used the Responsive Classroom approach felt more effective in teaching discipline, more able to create a positive school climate, and more able to influence decision-making at their schools.

Finding 3: **Children had better social skills.** After just one year of the Responsive Classroom approach, children showed greater growth in prosocial skills and assertiveness. They were more comfortable trying new things in school, and their teachers reported feeling closer to them.

Finding 4: **Teachers offered more high-quality instruction.** Teachers using the Responsive Classroom approach appeared to offer more emotional and instructional support for learning. Examples include creating a positive classroom climate and offering better feedback and more instruction involving concept development.

Finding 5: **Children felt more positive about school.** Children whose teachers used more Responsive Classroom practices had improved attitudes about school. They liked school more and enjoyed their peers and their teachers more.

Finding 6: **Teachers collaborated with each other more.** Teachers using the Responsive Classroom approach reported more frequent formal collaboration with

each other. They placed greater value on collaboration and felt more involved in decision making in their schools.

Taken together, the findings show that the Responsive Classroom approach is equally beneficial for children considered "at risk" for school failure on the basis of socio-demographic indicators (such as poverty) and children considered not at risk. *For a full report of this study, see Appendices A "Social and Academic Learning Study on the Contribution of the Responsive Classroom Approach" by Sara E. Rimm-Kaufman.*

These findings are consistent with a body of research-based theory in education and developmental psychology suggesting that caring school environments produce classroom environments that are conducive to learning, and ultimately, higher-achieving children with better social skills.

On the strength of these findings, in 2007, the US Department of Education's Institute for Educational Studies (the research arm) awarded $2.9 million for an expanded three-year follow-up study.

Palmetto Charter School follows the Manatee County School Board's approved calendar except for early release days for Professional Learning. The school day is held from 8:15 a.m. until 2:45 p.m. for K-4 Elementary students and 8:15 a.m. until 3:00 p.m. for 5th -8th Grade (Attachment B). Palmetto Charter adheres to the state required minutes that include:

- 90 daily minutes / 450 weekly minutes of **uninterrupted** Lang Arts/ELA. Social Studies embedded.
- 20 daily minutes / 100 weekly minutes of recess
- 20-30 daily minutes / 100-150 weekly minutes of lunch
- 30 daily minutes /150 weekly minutes of PE - Minimum of 30 consecutive minutes is required on any day that PE instruction is provided
- 60 daily minutes / 300 weekly minutes ELA Acceleration (Bas Skls/FNC)

Palmetto Charter School has demonstrated that integrating Parental involvement, qualified teachers, excellent facilities and the Responsive Classroom approach can lead to and provide to our targeted community population superior academic achievement. Palmetto Charter School has demonstrated achievement of Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) standards and the Responsive Classroom approach by being named an FDOE School of Excellence, High-Performing Charter School Status, and by earning a "A" school grade for eleven of the fourteen years the school has provided educational services (2011 – C, 2012 – A, 2013 – A, 2014 – A, 2015 – A, 2016 – B, 2018 – A, 2019 – A, 2020 – NG (Covid), 2021 – A, 2022 – A, 2023 – A, 2024 – A).

Section 4: Curriculum and Instruction Design

Palmetto Charter School provides a balanced and comprehensive instructional program in all core subjects. Palmetto Charter School's curriculum selections align with Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) State Standards. Instructional materials will continue to be selected from those listed in the State Adopted Instructional Materials Catalog. However, where no State-approved curriculum exists (approved courses which have not undergone a curriculum adoption period), the school has sought out curriculum options from reputable curriculum companies (i.e., those companies with State-approved curriculum and materials) where applicable. Parents or guardians have the right to review instructional materials. An annual review of curriculum will be conducted with input from the Administration and selected faculty to measure the effectiveness, ease of use, supplementary support, timeliness, student engagement, support of Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.) State Standards, and ongoing need, etc. Consequently, the ultimate strategy to evaluate the curriculum will be review and analysis of student performance on statewide testing. Every student will participate in reading, writing, mathematics, science, social studies, health, physical education and the arts every school year.

Palmetto Charter prides itself on rigorous instruction in all content areas with social and emotional support (the Responsive Classroom approach) to ensure all students receive superior instruction in all subjects. Consequently, Palmetto Charter School's curriculum in core academic areas is aligned to B.E.S.T. standards, combining approved curriculum and superior instructional practices to facilitate student achievement on standardized assessments (as evidenced by F.A.S.T. assessments). All classroom instruction is accessible to the full range of learners, including students with a disability and English language learners.

K-8, student progress is monitored, and instructional adjustments are made accordingly. The ILT, in collaboration with teachers, the ESE team, and the ELL team, monitors and analyzes student performance data. If student data reveals performance gaps or concerns, a multi-tiered system of support is employed. Instructional placement decisions (e.g., Tier 1, Tier 2, or Tier 3 levels of support) result from collaboration with the ILT, IST, and teachers, student data, and performance. ESE students continue to receive Tier 2 and 3 interventions in addition to their individualized education plans. Likewise, ELL students receive tiered support in addition to their classroom and assessment accommodations.

Students who are not successful in Tier 1 are identified for Tier 2 interventions. If students continue to struggle in Tier 2, they receive intensive interventions in Tier 3. Interventions are chosen based on the MTSS team's recommendations and the student's needs. Intensive interventions include evidence-based materials and instructional practices and are provided in smaller groups or one-on-one, as needed.

- Tier 1 - Core instruction is explicit, systematic, and scaffolded with differentiation and corrective feedback. Reading and writing instruction and practice are provided through various instructional models, including interactive read-aloud, shared reading, gradual release model, close reading, and independent reading. The instruction is content-rich and includes integrated writing in response to reading.
- Tier 2 - Small group interventions and instruction in vocabulary, reading comprehension, text meaning, features, structures, and interpretation in strategic areas of need based on individualized FAST scores, STAR data, and formative assessments using classroom instructional materials. 6-8th students receive teacher support in differentiated instruction, including reading, comprehension, and vocabulary.
- Tier 3 – One-on-one explicit and evidence-based phonics, vocabulary, and comprehension practices. Corrective feedback and progress monitoring are provided. Services will be based on individualized FAST scores, STAR data, and formative assessments using classroom instructional materials.

K-8 Math curriculum features include supplemental activities, resources, and materials to increase enrichment opportunities for high performing students above grade level. Likewise, the K-8 Math curriculum features include supplemental differentiated lesson strategies, alternate assessment forms, and resources to link teachers, students, and parents to remediation and reteach opportunities. Palmetto Charter School's math program is aligned to B.E.S.T. standards, combining approved curriculum and superior instructional practices to facilitate student achievement on standardized assessments (as evidenced by F.A.S.T. assessments). All classroom instruction is accessible to the full range of learners, including students with a disability and English language learners.

Palmetto Charter School believes and supports that reading is the most powerful skill a child can learn as it influences success in school and improves the overall quality of life. As such, reading is a primary focus of the school. Palmetto Charter School's reading curriculum is aligned to Florida's B.E.S.T. standards. All classroom instruction is accessible to the full range of learners, including students with a disability and English language learners.

K – 2nd grade reading instruction includes the Zaner-Bloser Superkids Comprehensive Reading Program. Writing is included in Superkids and includes dictation as well as all the components of an effective writing program. Additionally, SRA has been incorporated in the 1st and 2nd grades. The teaching of informational text features and structures is taught weekly.

3 – 5th grade reading instruction utilizes the Curriculum Associates Magnetic Reading Program, core novel-based reading program, differentiated instructional components, informational text features and structures (incorporated throughout Science and Social Studies), Sadlier Connect vocabulary, spelling, and grammar, Great Leaps fluency

practice, Shurley English grammar and sentence structure materials and resources. All students will participate in the Accelerated Reading program (STAR). This program gives the opportunity for all students to become knowledgeable in determining appropriate book levels, setting reading goals, and recording the progress made throughout the year. Assessment (data collection) for elementary students will involve several instruments, including STAR Reading, SRA, Primary Spelling Inventory, fluency records, Report Card grades, and FAST data.

6th – 8th grades will participate in a year-long Language Arts class utilizing Shurley English, Sadlier Vocabulary, and instruction in writing and reading strategies. All 6th grade students participate in a Critical Thinking class for the full year. All 7th grade students receive one semester of Critical Thinking. The Language Arts class will concentrate substantially on grammar and writing for the 6th and 7th grades. 8th grade will also receive instruction in literature and informational text. Both the Critical Thinking and Intensive Reading classes focus on reading comprehension, word study, vocabulary enrichment, text structures, features, and text-based response strategies, providing students with independent and collaborative opportunities to interact, practice, engage, read, and connect text. Middle School assessments (data collection) include STAR Reading, IXL diagnostics, report card grades, teacher observation, test grades, and FAST data.

Palmetto Charter School's Comprehensive Evidenced-Based Reading Plan is attached as Attachment D.

The Responsive Classroom approach is formed by the work of educational theorists and the experiences of exemplary classroom teachers. Six principles guide this approach:

1. Teaching social and emotional skills is as important as teaching academic content.
2. How we teach is as important as what we teach.
3. Great cognitive growth occurs through social interaction.
4. How we work together as adults to create a safe, joyful, and inclusive school environment is as important as our individual contribution or competence.
5. What we know and believe about our students – individually, culturally, developmentally – informs our expectations, reactions, and attitudes about those students.
6. Partnering with families – knowing them and valuing their contributions – is as important as knowing the children we teach.

Likewise, the Responsive Classroom approach includes components that integrate learning, teaching, and caring in the daily functioning of a classroom. **Classroom Organization** provides active interest areas for students, space for student-created

displays of work, and an appropriate mix of whole class, group and individual instruction. The **Morning Meeting** format provides children daily opportunities to practice greetings, conversation, sharing, and problem solving, and motivates them to meet the academic challenges of the day ahead. **Rules and Logical Consequences** are generated, modeled and role-played with the children and become a cornerstone of classroom life. **Assessment and Reporting to Parents** is an evolving process of mutual communication, understanding, collaboration, and partnership.

In addition to core academic areas, students of Palmetto Charter School will benefit from other instructional offerings such as Physical Education, Drama, Spanish, Music, STEM, and Art, with technology embedded into the older grades instructional facilitation (Google Classroom). Additionally, honors courses for high school credit such as Spanish I and Algebra I will be offered for those eligible students in eighth grade.

Palmetto Charter School will continuously monitor student progress (grades K-8) through Florida's Progress Modeling assessments, school-based STAR Comprehension assessments, IXL Diagnostic assessments, and teacher created (Standards-based), curriculum, and content related assessment devices. As such, instructional adjustments are made accordingly to clarify misconceptions, provide feedback, and generate instructional growth and momentum to address students at risk. The IST, in collaboration with teachers, the ESE team, the ELL team, and school administrators will monitor and analyze student performance data. If student data reveals performance gaps or concerns, a multi-tiered system of support is employed. Instructional placement decisions (e.g., Tier 1, Tier 2, or Tier 3 levels of support) result from collaboration with the ILT, IST, and teachers, student data, and performance. Additionally, student data is provided to parents with a focus on collaboration, teamwork, and partnership to intervene and motivate students at risk of not meeting academic requirements. Likewise, the school implements periodic parent conferences with teachers and or the Administrative team to address academic concerns and formulate an action plan to support students.

Section 5: Student Performance

Performance Goals:

As Florida has moved to the Florida Assessment for Student Thinking, student baseline academic achievement is determined in three different windows (Fall, Winter, and Spring). Likewise, school-based STAR assessments, IXL Diagnostics, and teacher created (Standards-based), curriculum, and content related assessments provide multiple student data points to determine and establish academic goals for growth and improvement. The expected student baseline achievement levels include proficiency in ELA and Math. However, expected baseline student achievement does not and will not disqualify students from enrolling at Palmetto Charter School. Student baseline achievement provides our team data points to meet students where they are, put into place instructional supports and interventions as determined by the IST, teacher, parent, and Administrative team, and ultimately begin working towards proficient achievement levels.

Palmetto Charter School's academic goals center upon two goals: 1) proficiency in grade level F.A.S.T. assessments, and 2) one academic year's worth of growth. Proficiency in grade level F.A.S.T. assessments is measured through formative (PM1 and PM2) and summative (PM3) means. Formative assessments provide ongoing data points revealing student progress over time.

Additionally, Palmetto Charter School's mission is to create a superior learning environment founded upon the shared values of hard work, honor, self-discipline, community, and parental involvement, with the purpose of preparing students for academic and social success, in high school and beyond. An aspect of Palmetto Charter School's mission statement includes preparing students for academic and social success, in high school and beyond. As such, Palmetto Charter School seeks to prepare students for high school placement in a neighboring Manatee County School District's high school (specifically the AICE Program).

Placement and Progression:

Palmetto Charter School provides educational services for students in grades Kindergarten through eighth grades. Academic course placement is based on a review of student prior school year progress, transcripts (if newly enrolled), student achievement as evidenced by Florida's Assessment of Student Thinking (F.A.S.T.) assessments, diagnostic instruments, recommendations from former teachers, and parental input.

Palmetto Charter School follows the School District of Manatee County's pupil progression plan.

Promotion criteria are communicated to parents periodically throughout the school year (i.e., 3rd grade reading and middle school core academic areas). Students potentially at risk of not meeting promotion requirements are identified and parent conferences are scheduled to review criteria. These meetings are held to inform parents of promotion requirements, engage and collaborate with parents to partner and support student growth in advance of upcoming assessments, to review potential action plans to intervene, remediate, support student growth, and to review potential outcomes should the student not meet promotion requirements (i.e., Good Cause, Alternative Assessments, and or potential Summer Learning Club opportunities as needed). Graduation criteria is also provided to parents of students with exceptionalities during articulation meetings for promotion to high school.

Assessment and Evaluation:

Palmetto Charter School utilizes various interim assessments to assess student learning needs and performance progress through the school year. A sample progress monitoring assessment schedule is attached (Attachment F). These assessments include but are not limited to the following:

- Progress Monitoring F.A.S.T. Assessments (PM1, PM2, PM3) – analyze and establish student data points to identify growth, needs, supports, and potential interventions specific to applicable standards students may have not yet been instructed in or needing additional supports to remediate and support
- STAR (monthly, bi-monthly, quarterly, or diagnostic) – identifying student growth over time, identify student strengths and weaknesses, grade equivalency, and up to date reading level for our Accelerated Reader Program
- IXL Diagnostic – Upper Elementary and in the Foundational Math Skills course – identifying student strengths and weaknesses to remediate and support student growth and achievement
- Practice EOC (Civics) once per quarter – ongoing formative assessment to assess student achievement and drive instructional pacing and foci
- Teacher created and curriculum-based content area unit assessments – per unit and to assess mastery of standards-based instruction (formative data) and to drive instruction as needed
- All interim assessments align to B.E.S.T. Standards and also to our goals of reaching proficiency and or showing one year of growth

Palmetto Charter School collaboratively works (grade level peers, teams, IST Team, Administration, and School Assessment Coordinator) to monitor student performance data. The School Assessment Coordinator begins a thorough review of student performance data to collaborate with each grade level team in identifying strengths and instructional needs. Similarly, the Administrative team works in unison with the School Assessment Coordinator to review student performance and identify potential areas of applicable professional development to improve student achievement. Student data performance (grade level, etc.) may also be used in review of curriculum appropriateness and effectiveness.

Likewise, teachers analyze student performance to engage and collaborate with the IST Team to determine potential supports or interventions. Parents are provided with student performance data and collaborate with faculty and staff as needed to improve student performance. Student performance data is reviewed and analyzed to determine potential Tier placements of support (MTSS), ongoing review and intervention, and placement for future courses. Likewise, student performance data is analyzed for instructional determinations.

The school's Administrative team, in unison with the School Assessment Coordinator, will continuously monitor updates and changes to standardized assessments. Periodically,

throughout the school year, the Administrative team has and will continue to provide ongoing training, review, and assistance to faculty and staff in understanding student performance data and interpreting the data to improve student achievement. Currently, the School Assessment Coordinator has analyzed the 2024-2025 PM1 data to establish baseline data points and provided to teachers for instructional purposes. The school Administrative team, School Assessment Coordinator, and the Instructional Support Team (IST) are continuously available to support teachers in reviewing data, supporting teacher instruction, and supporting student growth.

Corrective actions include curriculum reviews and teacher and team data review. At the school-wide level, the school Administrative team, School Assessment Coordinator, and faculty and staff will review performance data and current systems in place to identify areas of strength and weakness (including school achievement, curriculum appropriateness/effectiveness, and sub-group levels). The goal is to identify areas of improvement to shift systems, curriculum, instruction, and professional development to strengthen areas of concern and high impact areas conducive for immediate growth and improvement. In classroom environments where academic performance is not meeting the achievement expectations, the Administrative team and teacher will meet to review student performance data and develop an actionable improvement plan to elevate and sustain student achievement. Such a plan may include steps such as further professional development, establishing a peer-teacher relationship, modeling, re-assignment, or potential dismissal.

For elementary students, quarterly progress reports and quarterly report cards are provided to parents. Likewise, classwork, class assessments, and other applicable performance indicators may be provided to parents via weekly folders. First and third quarter report cards will be issued during required parent/teacher conferences. For middle school students, quarterly progress reports will be sent home via the student (unless requested otherwise by the parent). Middle school report cards are posted into the FOCUS student management application. Parents have ongoing access to their student's course grades throughout the school year, including class-based assessments. Standardized test scores are printed and provided to parents via weekly folders (elementary). Likewise, standardized test scores are uploaded to the FOCUS student management application and parents have ongoing access to their student's achievement scores. Further, Florida's Statewide Assessments Portal includes a family portal to allow parents access to their student's standardized achievement scores. Palmetto Charter provided specific access codes (populated specifically for their student) for families to access PM1 scores for the 2024-2025 school year.

Student academic performance is provided to teachers of record, the IST team, school Administrative team, school assessment coordinator, and parents/guardians. Whereas student academic performance or other student-related information is to be shared between these identified stakeholders, student initials are used to protect the privacy of the student. Palmetto Charter School

complies with the Family Educational Rights and Privacy Act (FERPA) respective of privacy of student information.

Section 6: Exceptional Students

Current:

Total population of students:	458
Students with IEP Plans (ESE):	68
Students with 504 Plans:	45
Students with EP Plans (Gifted):	47

Percentage of population of students with exceptionalities: 35%

Palmetto Charter School shall clearly delineate in its parent handbook and all registration materials the levels of special education of students with exceptionalities (ESE, 504, and Gifted) available to assist parents in making informed decisions regarding enrollment. Within these guidelines, Palmetto Charter School will maintain a non-discriminatory policy regarding placement, assessment, identification, and selection.

Exceptional students shall be provided with programs implemented in accordance with federal, state, and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, Sections 1000.05 and 1001.42 (4X1) of the Florida Statues, and Chapter 6A-6 of the Florida Administrative Code. This can include but is not limited to an annual IEP meeting with the student's family conducted by the ESE team comprised of administrator(s), general education and special education teacher(s) / provider(s), speech / language pathologist, occupational therapist, social worker, school nurse, and any other personnel deemed necessary to help aid in placement and success of the student. If needed, amendments to IEPs could be discussed and written throughout the school year for any changes ESE team (including parent) deems necessary.

When a student enrolled at Palmetto Charter School is observed and documented by the parent or teacher as having learning, speech, language, and/or behavioral concerns, there will be an initial IST conference involving the parent(s), teacher(s), Administrative designee, an ESE team representative, and the school nurse and/or social worker if necessary. At this meeting, interventions and strategies will be reviewed / created to implement with the student. After a time period sufficient to employ the new interventions and collect valid, sufficient data, a conference will be held to review the student's Response to Intervention (RTI). At this point, the team will recommend continuing with the current interventions, and/or employ additional / different interventions with a progress monitoring review. The parent can request or agree to pursue further evaluation procedures for the student. If there is agreement among the team, with support data, evaluations will then be considered or conducted.

Supporting data can include but is not limited to: State tests (PM1, PM2, PM3 FAST), diagnostic assessments for reading and mathematics, RTI progress monitoring data, speech and language screening and evaluations, occupational therapy screenings, classwork, summative assessments, and teacher observations. These will be used as data points to identify students with disabilities potentially needing an Individualized Education Plan (IEP).

Palmetto Charter School is based on high academic standards and rigorous curriculum, therefore there are no circumstances for which curriculum is modified.

PCS will provide programs, strategies, supports, and accommodations based on each of the directives decided on by the IEP/504 team and outlined in the student's IEP or 504 plan. Reading, behavioral, language, and math supports for students at Palmetto Charter School are provided in the following ways:

a. Small group supplemental reading and/or math support
b. Individual intensive reading and/or math support
c. Small group language support
d. Intensive language support
e. Small group behavior support
f. Individualized behavior support

Accommodations provided based on directives contained in each IEP include but are not limited to small group setting, extended time for assignments and assessments, verbal encouragement, preferential seating, note-taking assistance, oral presentation or questions and answer choices, increased opportunity for movement, and organizational assistance.

Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. The School shall provide the following levels of service to students with disabilities.

- General education classroom with consultation or direct services as needed by special education staff (80% or more of school day spent with non-disabled peers)
- Specific services to include Speech/Language Therapy, Occupational Therapy, and specialized Reading and Math instruction.

As it is the school's responsibility to assure that students with disabilities are provided a free appropriate public education (FAPE) in the least restrictive environment, those students whose needs cannot be accurately addressed at the school will be appropriately referred for needed services from the Sponsor's Exceptional Student Education (ESE)

Program. This would include students who are not capable to spending at least 80% of their school day in the general education classroom. Parents of students with disabilities will be afforded procedural safeguards in their native language, which include the areas of notice and consent, independent educational evaluations, confidentiality of student records, due process hearing and surrogate parents.

The plans for monitoring and evaluating the progress and success of students with exceptionalities can include but are not limited to: quarterly report cards that assess classroom performance, PM1, PM2, and PM3 FAST tests, weekly data from therapy sessions, documented teacher(s) observations, and FBA/BIP review.

The school employs an ESE Coordinator to oversee the Exceptional Student Education Program, and a minimum of one ESE certified teacher. Depending upon the enrollment of students requiring ESE services, the school will employ ESE certified staff at a ratio of 1 to 30 (requiring consultative services only) and 1 to 15 (requiring pull out services) or some ratio that averages the two. Depending on whether the Sponsor chooses to allocate IDEA funds to charter schools, or provide services for eligible students attending charter schools, Palmetto Charter School will either contract with providers to serve students needing speech or occupational therapy or use those services for students which the district will provide.
Current staff:

- Speech Pathologists (2), each working 4 days per week – M.S., CCC-SLP
- Occupational Therapist (1) working 2 days per week – M.S., OTR/L
- ESE teachers (2)
    - ESE Coordinator (4 days per week on campus) – BS in Elementary Education, Masters in Educational Leadership, Certifications in K-12 ESE, Elementary K-6, Pre-K through Primary, Educational Leadership, Endorsements in Reading and ESOL
    - ESE Teacher (5 days per week) – BS in Mathematics & Computer Science, Certifications in Mathematics 5-9, K-12 ESE, Reading Endorsement, working on ESOL Endorsement
- Gifted and 504 Coordinator (5 days per week) – A.A. in Accounting, A.S. in Graphic Design, BSBA in Marketing, Certifications in K-6 Elementary Education, 5-9 Mathematics, K-12 ESE, Endorsements in Gifted, Reading, ESOL, and Civics Seal of Excellence

The school will see at least one year's growth in reading and math or grade-level proficiency for 70% of its exceptional education students.

Teachers, parents, and students can nominate others or themselves for the gifted program. Once nominated, the Gifted Coordinator conducts an initial screening. If the student passes this screening, the information is forwarded to the School Psychologist. A teacher checklist will also be filled out by the student's teacher(s). The Psychologist then administers a comprehensive evaluation and creates a psychoeducational report, which is sent to the school for the Gifted Coordinator's review. If the student qualifies under Manatee County's criteria, a meeting is held with the parent(s) to enroll the student in gifted services.

At Palmetto Charter School, a variety of services are offered to support gifted and talented students. The gifted teacher meets with elementary students by grade level weekly, providing specialized curriculum designed to enhance their unique talents and enable them to collaborate with peers who share similar abilities. Middle school students are also invited to attend weekly if they choose, on a gifted consultation basis. Students are provided lessons and activities that focus on creative thinking, critical thinking, communicating, and collaborating.

Parents are kept informed through regular newsletters, which detail what their child is learning in gifted classes and suggest ways to help them reach higher academic and personal goals.

Gifted Educational Plans (EP) are reviewed and updated with parent(s) every three years. During these updates, goals are established, with student input, based on each student's strengths, with the aim of using those strengths to address and improve their areas of weakness. Articulation meetings are held for parents when students transition from 5th to 6th grade and from 8th to 9th grade. Representatives from the middle or high school are present at this time to answer any questions from parent(s) or student.

Section 7: English Language Learners

Palmetto Charter School will comply with state and federal requirements for serving English Language Learners, in addition to following the ELL plan from the sponsoring school district. An English Language Learner (ELL) is defined as a student with limited English proficiency, who speaks a language other than English at home (NCELA, 2006). When families enroll a student, they must fill out a home language survey that asks three questions about their home language. A single "yes" answer to any of the questions results in the student being given an English language proficiency test to see if that child is eligible for ESOL services. The students who have listed a language other than English are coded in the Manatee County FOCUS system portal as LP (a potential ELL who is pending further assessment). They are administered an assessment such as the Ballard and Tighe IDEA Proficiency Test (Online IPT) within the first twenty school days. Parents of English Language Learner students are notified via a home parent letter provided by the Manatee County School district of placement in the ELL program and given options to waive services and accommodations if they wish. They additionally are invited to attend two parent

meetings per year, as a group. If the student is a new LY (Limited English Proficient enrolled in ELL program) student from another country or another state, a programmatic assessment is completed.

Students at Palmetto Charter School are provided services and accommodations to support them in the mainstream-inclusion model for all courses. Their services and accommodations are listed on their ELL student plan for the classroom and assessment setting. The ELL student plans are generated by the Manatee County School District ELL Department and are accessible to teachers and staff via the Ellevation program. These may include but are not limited to: pictures and diagrams, visual learning tools, heritage language dictionaries in the classroom and for use on assessments, extended time, small group setting with other ELL students, preferential seating, and directions repeated and clarified.

English Language Learner students at Palmetto Charter School attend school an equal number of minutes per day compared to non-ELLs, earn the same credits and points for grade level promotion, and class materials used by ELL students are equal to materials used by non-ELL students.

Academic performance of ELL students will be evaluated and monitored against grade level standards. ACCESS testing is completed in the spring for all ELL students currently enrolled in the ELL program as an adaptive test that provides test scores in regards to student performance and ELL proficiency. Exit criteria is based on assessment scores per 6A-6.0903.

After 3 years in the English Language Learner program, a yearly re-evaluation will occur for each ELL student. A meeting is held including three school professionals in addition to the parents. The team reviews exit criteria and makes a team decision whether or not the student continues or is exited from the ELL program. Palmetto Charter School follows the guidelines and criteria defined in the sponsoring school district's ELL plan in regards to monitoring, evaluation, and exiting students from ELL services.

Section 8: School Culture and Discipline

Palmetto Charter's school culture promotes building character and values hard work in order to create a superior learning environment. Developing students socially will in turn help them academically by creating an environment that is conducive to learning. We have implemented Cooperation, Assertion, Responsibility, Empathy, and Self Control (C.A.R.E.S) into our everyday school life so the students know what we expect out of them each day. We recite our "C.A.R.E.S" Pledge each morning as a daily reminder of the expected school behavior and student conduct. This helps our students start their day with the right mindset to help create the best learning environment possible. If we are able to see social development in our students, we are going to see academic growth as well due to the classroom and campus environment.

Palmetto Charter School agrees to maintain a safe learning environment at all times and provide criteria for addressing discipline issues that will ensure the health, safety, and welfare of all students attending the school. The school will adopt the Manatee County School District's Code of Student Conduct when Palmetto Charter School's discipline plan does not apply. Our discipline plan will work in conjunction with the district's plan.

Palmetto Charter School believes that all children can be kind, respectful, caring citizens who are accountable and responsible for their actions inside an academic learning environment. Children learn and practice social skills (Cooperation, Assertion, Responsibility, Empathy, and Self-control) when:

- ✓ There is a safe, challenging, joyful learning environment
- ✓ Students feel respected, successful and share a sense of belonging
- ✓ All staff and families teach, model, and reinforce expected behaviors.

These beliefs are the foundation for the Palmetto Charter School discipline plan. Students and parents will be expected to sign an agreement (Parent Contract) agreeing to support the school's philosophy and to abide by the school's behavior policies. Should a student violate the School's Code of Conduct, the consequences shall be progressive in nature.

In agreement with the Responsive Classroom approach, at the beginning of each school year, students in each classroom will help develop a set of classroom rules and logical consequences. At Palmetto Charter School, faculty and staff will use strategies or interventions to help children develop self-control. Strategies or interventions within the classroom include modeling and practicing the rules, reminders and verbal redirections, logical consequences ("you break it, you fix it," loss of privilege, take a break, etc.), and taking a break in a buddy teacher's classroom (as needed).

Once such interventions have been employed, and the student continues to disrupt student learning with their misbehavior, the school will begin a two-step process, with progressive consequences for disciplinary infractions. The first "Incident Report" will be a two-part carbon copy form. Teachers will utilize this form to communicate with parents regarding student misbehavior that needs to be corrected. The teacher will retain the carbon copy and deliver it to our Dean to keep for our records. Parents will be expected to sign the original form and return it to the teacher. Likewise, teachers will contact the student's parent to collaborate in effort to partner and support the student. If a student receives three incident reports in a quarter it will result in a discipline referral.

<u>Incident Reports</u>

- 1st Incident Report – Administration meets with the student and Email will be sent home to parents.
- 2nd Incident Report – Administration will have a meeting with parents.

- 3rd Incident Report – Referral and parent conference with all teachers and Administration. The student will then have 3 days of Reflective Lunch

Discipline Referrals

- 1st Referral – 2-week suspension from sports/clubs.
- 2nd Referral - Field Trips: The student will only be allowed to attend if a parent attends the field trip. If a student is a part of a sports team/club at this time they will not be allowed to participate in that sport/club for the remainder of the season.
- 3rd Referral: Students will not be allowed to attend any field trips for the remainder of the school year. Money that can be refunded to the student will be returned, however if non-refundable deposits have already been made, the money will not be refunded to the student.
- 4th Referral: Parent meeting to come up with a behavior plan to avoid expulsion.
- 5th Referral: A student that receives a 5th referral will have their school choice (enrollment at Palmetto Charter School) revoked.

Rising Eagle Recognition

Regarding the positive behavior, Faculty and Staff recognize positive student behaviors through the use of "Positive Incident Reports." We call these "Rising Eagle" awards. Our staff hands these out to students when we notice them doing something beyond the C.A.R.E.S that we expect them to show each day. If a teacher recognizes a student showing these characteristics, they will send a note home to get signed by the student's parent/guardian. After it is returned signed it is hung up in the hallway to display for the students.

Physical aggression, bullying, theft, profanity, sexual harassment*, bringing drugs on campus, vandalism, willful disobedience, lying, misconduct at school extracurricular activities or special events, arguing with an employee or showing contempt for authority, disrespect to employees through body language / tone / expression, cheating, leaving the campus without permission, public displays of affection between students, intimidation of other students, threats, disrespect toward other students, possession of firearms or other dangerous weapons, bullying, etc.

*Sexual harassment may include, but is not limited to, vulgar talk or writing, gestures, inappropriate touching, or any demeaning comments based upon another person's gender. Sexual harassment includes unwanted communication in the form or texting, posting, or responding on technology in or outside of school.

Teachers have the ability to manage their classrooms in the form of discipline if necessary (Incident Reports and Referrals). If a student is disrupting the learning environment for

others, Administration will be notified to support the teacher and speak with the student. At Palmetto Charter school we have hired a Dean to help support the teachers with regards to discipline. The Dean is expected to build relationships with the students and parents in a manner to help facilitate the discipline process in a constructive manner. If a student is continuously disrupting the learning environment there could be an instance where we put that student on a behavior contract. We work closely with Manatee County School District to make sure that we are aligned with the student code of conduct put forth by the District.

The rights of students with disabilities is taken into account in disciplinary actions and proceedings. Discipline referrals regarding suspension for students with disabilities are provided to the school's sponsor, Charter Liaison, and ESE Liaison to teamwork and identify pathways for supporting students. Should the suspensions add to seven days, the school will hold a manifestation determination meeting with the parent, ESE team, school administrators, and sponsoring district personnel to determine additional supports, alternate placement, etc. Palmetto Charter School works with parents, ESE service providers, and the sponsoring district to support students with disabilities and to avoid such disciplinary measures as available.

Palmetto Charter School notifies and informs parents of their rights and responsibilities under the schools Parent Contract and Registration packet which includes the student handbook and school's code of conduct. Likewise, the school will follow the guidelines set forth in the Manatee School District's Student Code of Conduct where the Palmetto Charter School code of conduct is not applicable.

Section 9: Supplemental Programming

Palmetto Charter School offers Beta Club, Builders Club, and we offer an array of athletic opportunities for our Middle School students to compete in. Each club is funded through fundraisers and student support. There is a small fee to join each club and there are guidelines for acceptance into these clubs and sports teams.

Palmetto Carter School offers the following after school athletic program:

Volleyball, Golf, Cross Country, Boys Basketball, Girls Basketball, Pickleball, Flag Football, Cheer, Softball, Tennis, Boys Soccer, and Girls Soccer (Appendices B).

In order to fund these sports there is a $20 athletic fee that each student pays per sport. We also have fundraisers to help offset the costs associated with offering the after-school sports program.

We compete in the Florida Suncoast League which is comprised of 18 Charter/Private schools in Manatee and Sarasota Counties. In order to join the league there is a $600 fee which covers any sport the league offers. This fee pays for officials for the playoffs,

championship t – shirts, trophies, renewal of the LLC, PO Box, and other fees associated with making sure the league is running efficiently.

At the middle school level students are learning concepts such as cooperation, team unity, school spirit, and the basic fundamentals of each sport. It is understood that the main focus of each team is to build character within the student athletes and teaching them how to act on and off the field. We have won the "Sportsmanship Program of the Year" (voted on by the leagues athletic directors), as well as "Athletic Program of the Year" numerous times and hope to continue to have a strong athletic program. We have around a 90% participation rate among our student body.

II. Organizational Plan

Section 10: Governance

Palmetto Charter School is a non-profit, independently operated, public educational service provider. Palmetto Charter School's articles of incorporation (Attachment H), 501(c)(3) tax exempt status (Attachment I), Governing board by-laws (Attachment J), and Governing board code of ethics and conflict of interest policy (Attachment K) are attached below.

The responsibilities of the Governing Board as a whole are delineated within the Bylaws.

President – The President shall be the Chief Executive Officer of the corporation, shall have general and active management of the business and affairs of the corporation, and shall preside at all meetings of the membership and Board of Directors.

Vice President – The vice-president shall perform the duties of the president, in case of the death of the president, or in case of vacancy in the office of the president. The Vice President shall also perform such other duties as prescribed by the president or the Board of Directors.

Secretary – The Secretary shall be responsible for the recording of the minutes of all Board meetings. This person will also be responsible for the reading of minutes of previous Board meetings as required by the President. Also, the Secretary shall have oversight for the storage and maintenance of all records and minutes associated with Board activity in a manner consistent with the laws of the State of Florida and the policies of the Manatee County School Board and to be responsible for their public dissemination as required by law or the decision of the Board.

Treasurer – The Treasurer, working with the Financial Director and/or Financial Services Company, will be responsible for the preparation and dissemination of all pertinent Financial Records as required by the President or vote of the Board. The Treasurer will develop and make recommendations to the Board regarding financial policies or decisions

to be considered. The Treasurer will work with the Secretary to ensure the proper maintenance of all financial records. Finally, the Treasurer will be responsible for arranging an annual audit of the school as directed by the Board and in compliance with state law and the policies of the Manatee County School Board.

The Board of Directors shall meet quarterly at Palmetto Charter School. It shall be the responsibility of the President to set the time of the meeting and notify all board members of that time, which shall be posted in a conspicuous place and emailed to the home of each student and made available to the media.

Palmetto Charter School's governing board currently consists of six members: Dr. Michael Mears, Mrs. Carly Lambert, Mr. Evan Guido, Mrs. Kelly Douglas, Mr. Zack McClary, and Mrs. Michelle Biggers. The desired size is five to seven governing board members to ensure adequate representation at all board meetings. However, the members of the Board of Directors may be increased from time to time by majority vote of the then current Board of Directors.

Key skills and areas of expertise include Higher Education, Law, Finance, K-12 Education, Construction/Facilities, and Medical expertise. Constituencies include active PTO members, parents of PCS students, and grandparents of PCS students. It shall be the goal of the school Administration and current and future board members to retain or recruit members with expertise in Law, Finance/Accounting and Education, in such a manner that the Board may reflect a diverse range of knowledge important to the governance of the school.

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)
Dr. Michael Mears	Current	President
Carly Lambert	Current	Parent Liasion
Evan Guido	Current	Board Member
Kelli Douglas	Current	Secretary
Zack McClary	Current	Vice President
Michelle Biggers	Current	Treasurer

New Board members will be recruited by the School Administration and/or current Board Members to meet the goals as set forth above (Description of Responsibilities). The Board of Directors shall contract will the Florida Consortium of Public Charter Schools or some

other approved agency to provide required orientation for all new members and on-going professional develop for currently serving Board Members.

Palmetto Charter School has developed a strong collaborative and responsive relationship with the Parent Teacher Organization (PTO). The PTO supports the school's mission and vision through fundraising efforts, community engagement, and Faculty and Staff support (i.e., school growth, facilities management, supplemental supplies, appreciation, etc.).

Section 11: Management and Staffing

Palmetto Charter School's organization chart is attached (Attachment M).
Palmetto Charter School will seek candidates with the following qualifications:

- Minimum Masters Degree or higher preferred
- Florida Professional Educator's Certification
- Florida Educational Leadership Certification preferred
- Administrative experience in Elementary and Middle School education
- Ten or more years of teaching experience
- Course work and experience in curriculum design
- Course work and experience with school law
- Training in Responsive Classroom
- Excellent communication skills

Palmetto Charter School's Founding Principal, Brian D. Bustle, Jr., served with distinction from 2010-2024. Upon his retirement, effective July 1, 2024, Mr. Jacob Durrance began serving as Palmetto Charter School's Principal (Attachment N).

Operating under the direction of the Board of Directors, the school Principal will be responsible for the day to day management of the school. Palmetto Charter School Administration team consists of a school Principal and Assistant Principal (Attachment P). The Assistant Principal serves alongside the school Principal to oversee the daily operations of the school. In addition, the Office Manager and Accounting Service will be responsible for payroll, accounts receivable, accounts payable, the formation of all required financial documents and all other financial services. The Office Manager and Accounting Service will be under the supervision of the Principal and Board. The Principal, Assistant Principal, and Board Treasurer will have the responsibility of signing checks, as decided by the Board, but checks will be maintained and kept with the Office Manager and Accounting Service.

As determined by the needs of the school and the approval of the Board, additional Administrative positions may emerge to help with the operation of the school, especially as the school grows. Such a person, as well as all other school employees, will be under the supervision of the Principal.

The school Administration will recruit highly qualified instructional and paraprofessional candidates (Attachment Q). The Principal will solicit resumes or names from other educators and institutions that may know of qualified candidates that are in search of positions. In addition, the school will advertise as needed on the school's website, in various local publications, or online sites. Finally, the school may participate in local job fairs to find qualified individuals.

Selection of Faculty and Staff will involve the following steps:

1. The collection of resumes
2. Allow qualified applicants to fill out an application
3. Interview applicants who appear most promising
4. Verify references (at least three)
5. Conduct a second interview if needed

Hiring policies will be non-sectarian and compliant with all state and federal regulations. Faculty and Staff development will begin with a new teacher orientation within two weeks of the start of school. This training will involve instruction in all of the following:

1. Chain of command
2. Student Handbook and Employee Handbook
3. FAQ's
4. Logistical issues such as where to find things or who to ask
5. Technology (computers, phone system, projectors, etc.)
6. Student discipline
7. Student health
8. Arranging for substitutes
9. Sick/personal days
10. Employee benefits
11. Pay schedule
12. Proper protocol

13. Library usage
14. School Philosophy
15. Responsive Classroom

Faculty and Staff development will be an ongoing process. The school will seek out and secure Responsive Classroom training opportunities for applicable Faculty and Staff members. Palmetto Charter School will provide training for teachers, staff, and Administration in the Responsive Classroom approach. Training and implementation may include Responsive Classroom's Core Course (four-day training), One-Day Workshops, PCS Teacher-led training, and ongoing professional development book studies. On-going training in Responsive Classroom strategies will be a priority for Palmetto Charter School, especially for new teachers. Finally, teachers and staff will be encouraged to participate in District training opportunities to fulfill the Florida Department of Education Professional Educator Certification requirements.

Beginning teachers may be paired with Palmetto Charter School veteran teachers to provide informal and ongoing support. Likewise, beginning teachers who have not yet fulfilled the Professional Educator Certification requirements will be required to complete such requirements to gain and continuously renew their FDOE certification.

Evaluation of Faculty and Staff will be conducted using the following methods:

1. Beginning teachers and teachers new to Palmetto Charter School will complete two formal observations (one each Semester) using the Florida Consortium of Public Charter Schools (FCPCS) evaluation tool
2. Annual Self Evaluation
3. Annual Performance Review with Principal or Assistant Principal to evaluate:
    A. Student learning gains
    B. Classroom management
    C. Parent/student satisfaction
    D. Instructional methods
    E. Compliance with school policies and philosophy
    F. Professionalism
    G. Maintenance of classroom
    H. Professional development
    I. Demonstration of support for the school, its leadership, and the school's mission

Section 12: Human Resources and Employment

Palmetto Charter School provides annual employment contracts for our teachers and ESE staff that hold professional certificates. The purpose of the contracts is to ensure the expectations of both parties are met. It also provides a detail of their salary breakdown as well as pay schedules and start and end dates of the current school year. Given the annual employment contract, and the at-will status, Palmetto Charter School reserves the right to non-renew an employee's contract once the terms of the annual employment contract have been met.

Palmetto Charter School utilizes the Florida Consortium of Public Charter School's Evaluation System for Classroom Teachers and Other Instructional Personnel. Faculty and Staff undergo an annual performance evaluation. Beginning teachers (those with no previous experience in public education) undergo two performance evaluations. School administrators (Principal and Assistant Principal) will conduct the performance evaluations. Faculty and Staff are provided with the performance evaluation criteria, data collection methodologies, and school procedures associated with performance evaluations. Faculty and Staff are notified in advance to schedule formal observations and to provide adequate time for administrators to answer inquiries regarding the process. Informal observations (walk-throughs) take place before the formal observation for teachers and administrators to check-in and connect before scheduling a formal observation. This process allows for richer collaboration, feedback, instruction, and coaching. A teacher's summative performance evaluation consists of the formal annual performance rating (66%) and student growth scores (34%).

The school's compensation plan for full-time teachers begins with a base salary of $48,925. However, depending upon changes to the Florida Education Finance Program (FEFP), student enrollment, and economic variations, the school may need to review and amend the current base salary at the discretion and determination of the Board of Directors. Administrator salaries will be determined by the Board of Directors and be sufficient to attract and retain qualified individuals. All other support staff will be paid at a rate of no less than the Florida State minimum wage, with an emphasis on being competitively rated according to comparable local educational entities.

In addition to the full-time teachers' base salary of $48,925, salary ranges include a step-pay format that is based on years of experience ($100 per year, $500 for twenty plus years of experience). Additionally, and to accordance to statute, salary ranges include performance pay incentives ($500 for Highly Effective, $250 for Effective). Incentives also include supplemental pay for advanced degrees ($1,000 for Masters, $1,500 for Specialist, $2,000 for Doctorate). Coordinator positions include supplemental pay that reflects position responsibility and oversight (range of $2,500 to $5,000). Employee benefits include six paid days of leave, health insurance (50% Employee and 50% Employer), vision, dental, and Aflac supplemental insurances. Likewise, Palmetto Charter School provides a

$50,000 life insurance policy. Palmetto Charter School staff will be considered public employees and have the ability to participate in the Florida State Retirement System.

The School Administration or Board of Directors will have the authority to approve stipends for duties beyond what is required by an employee's job description. Also, the Board will have the authority to approve employee bonuses or to approve a higher pay scale in order to recruit/retain faculty and staff members.

Hiring Procedures:
The school Administration will recruit highly qualified candidates. Hiring policies will be non-sectarian and compliant with all state and federal regulations. The school Administration will solicit resumes or names from other educators and institutions that may know of qualified candidates that are in search of positions. In addition, the school will advertise as needed on the school's website, in various local publications, or online sites. Finally, the school may participate in local job fairs to find qualified individuals.

Selection of Faculty and Staff will involve the following steps:

1. The collection of resumes
2. Allow qualified applicants to fill out an application
3. Interview applicants who appear most promising
4. Verify references (at least two)
5. Conduct a second interview if needed
6. Extend offer of employment contingent upon background check, including fingerprinting

Dismissal Procedures:
Employees will be on a probationary period for the first year of employment. During that time, he/she may be fired for failure to perform their duties in a satisfactory manner based upon the discretion of the Principal. After the first year of satisfactory employment, employees may be immediately dismissed for Cause. All dismissals for Cause may be subject to the Palmetto Charter School Board of Directors for appeal.

In situations where the school Administration has determined that the employee has a deficiency, the Principal and/or Assistant Principal will work with the Instructor to correct the problem. Should the same or like problem exist after corrective measures have been taken, a written account of the deficiency will be compiled by the Principal, submitted to the employee and placed in the employee's personnel file. Failure on the part of the employee to correct the behavior cited will be considered cause for dismissal.

In any case, Cause, as used herein includes, but is not limited to, any conduct tending to reflect discredit upon the school or upon the Instructor/Employees or tending to seriously impair his/her continued usefulness as a role model for the students. Such egregious behavior would include verbal or physical abuse of a student, criminal behavior, public intoxication or use of alcoholic substances or prescription drugs while at school (excluding medications used for valid health issues), drug possession, stealing, corporal punishment of a student, soliciting parents for favors/ financial gain, unwillingness to submit to authority, excessive absenteeism, sleeping on the job, falsifying school information/ records/ documents, misappropriation of funds, ineffective teaching, student management, or an ineffective employee who disregards C.A.R.E.S or is unsupportive of the mission of the school.

Palmetto Charter School provides all employees the Employee Handbook which includes personnel policies.

Section 13: Professional Development

The school Principal will oversee the professional activities for Faculty and Staff. In unison with the school Principal, select veteran and experienced teachers (those certified in Responsive Classroom and with a background of instructing the Responsive Classroom model) may assist in the identification, development, and facilitation of Faculty and Staff professional development opportunities. Likewise, the ESE Coordinator may assist the school Principal in identifying training opportunities specific to the ESE field. Similarly, the School Social Worker will assist in overseeing the school's Mental Health training, including the Youth Mental Health First Aid required training for all faculty and staff.

Palmetto Charter School's core professional development foci include, but are not limited to, the following components: Responsive Classroom, instructional practice, evidenced-based instructional strategies and curriculum features, data interpretation, and classroom management, mental health awareness, teaching students with disabilities, and teaching English language learners, etc. As with many effective organizations, professional development opportunities are ongoing and align with the school's vision, mission, and academic goals and needs. Since Palmetto Charter School's focus includes implementing the Responsive Classroom Model, specific training opportunities will center on strategies to assist teachers in facilitating effective instruction in alignment with the school's mission. A great majority of professional development opportunities will be internally driven and in accordance with both school need and the Responsive Classroom model.

External professional development includes various opportunities found with the school's partnership with the sponsoring school district (MyPGS). Likewise, external professional development opportunities include State initiatives (the Science of Reading, Youth Mental Health First Aid Training, BEESS, etc.). Professional development program evaluation includes teacher feedback, informal and formal evaluation data, student performance data, and needs assessments.

Palmetto Charter School provided Responsive Classroom Core training for all faculty and staff before the inaugural 2010-2011 school year. Over time, and with faculty and staff turnover, the school continues to provide Responsive Classroom training for newly hired employees.

Palmetto Charter School's professional development plans typically include roughly 20 to 30 hours per year. The school provides Responsive Classroom Core training for newly hired employees at the beginning of the school year (Summer). Depending on the professional development opportunity and required time associated with training, professional development is held after school hours weekly to bi-weekly, etc. During the 2024-2025 school year, the school updated its meeting schedule to include bi-weekly afternoon time for faculty and staff to complete a book study. Likewise, the Administrative team and newly hired faculty meet every other Wednesday to check-in, assess needs, and support newly hired faculty. This time also provides adequate time for professional development to include previous book studies that the school has completed and implemented. To the extent available, the school Administration works to secure common planning time for each grade level (roughly one period per week). Likewise, every other Monday is scheduled for team meetings to promote and provide time for collaboration.

Section 14: Student Recruitment and Enrollment

Palmetto Charter School will accept all eligible students in accordance with Federal and State laws regulating charter schools. We will especially market to those students who reside in northern Manatee County. Students will be considered for admission without regard to race, religion, gender, national or ethnic origin. In order to recruit a diverse student demographic, the school will continue marketing through open houses, school choice fairs, word of mouth, and personal contact.

Palmetto Charter School's enrollment is reflective of the Palmetto community and/or reflects similar racial/ethnic ranges of other local public schools in Manatee County Florida. Palmetto Charter School will be open to any student who resides in the School District of Manatee County. The school will continue to serve all students on a space available basis using the lottery system. We will especially market to those students who reside in northern Manatee County. Students will be considered for admission without regard to race, religion, gender, national or ethnic origin.

Palmetto Charter School will accept all eligible students in accordance with Federal and State laws regulating charter schools. The school will establish an enrollment period which lasts the month of February. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of enrollment through a random lottery selection process. The school reserves the right to delay the opening of a second unit at any grade level until the enrollment for the class / program reaches a level that would be financially viable and/or adequately staffed.

Students not selected through this process may be placed on a waiting list if requested by the parent. Where space is available, the school will accept students after the enrollment period on a first-come basis. Preference may be given for currently enrolled students, siblings of currently enrolled students, children of faculty/staff, and children of Board members.

Students will be placed in the grade level to which they attained at their previous public, charter, or accredited private school. Palmetto Charter School reserves the right to determine the grade level placement of all other incoming students in a manner which factors in academic ability, age and student motivation. Such placements would apply to students coming without previous academic records, homeschool students, students from non-accredited private schools, and students that were administratively placed the previous year.

The school will also develop student enrollment forms like those used by the sponsoring District. In addition, all proper health, immunization and birth records will be required before the registration process is complete. The failure of a parent or guardian to submit the required information in a timely manner may result in the student's name being placed at the end of a waiting list.

Section 15: Parent and Community Involvement

The school actively supports the Parent Teacher Organization (PTO). The Board of Directors will seek to have at least one member that is a parent and active within the PTO. It is expected that the Board of Directors will become a source of informed and skilled community leaders to be recruited for the replacement of departing members on the Board of Directors. Parental involvement will be an important component of the Palmetto Charter School educational program. Each family will be required to sign an agreement (Parent Contract) agreeing to volunteer 20 hours as part of the enrollment process. Family members who are volunteering in manners which will put them in contact with students will be required to submit to background screening using the process adopted by the Manatee County School District.

At this time we do not have any commitments from community organizations businesses or other educational institutions.

Palmetto Charter School's enrollment includes a waitlist for each grade level (Attachment T).

Parents will be directed to first consult with the teacher as a means of resolving a dispute. If it is not resolved at that level, they will be advised to contact the school Principal. If a parent is still not satisfied with the outcome, they have the right to bring the matter before the school's Board of Directors or our Board appointed Parent Liaison. Beyond that, parents will be notified that they have the opportunity to take their complaint before the

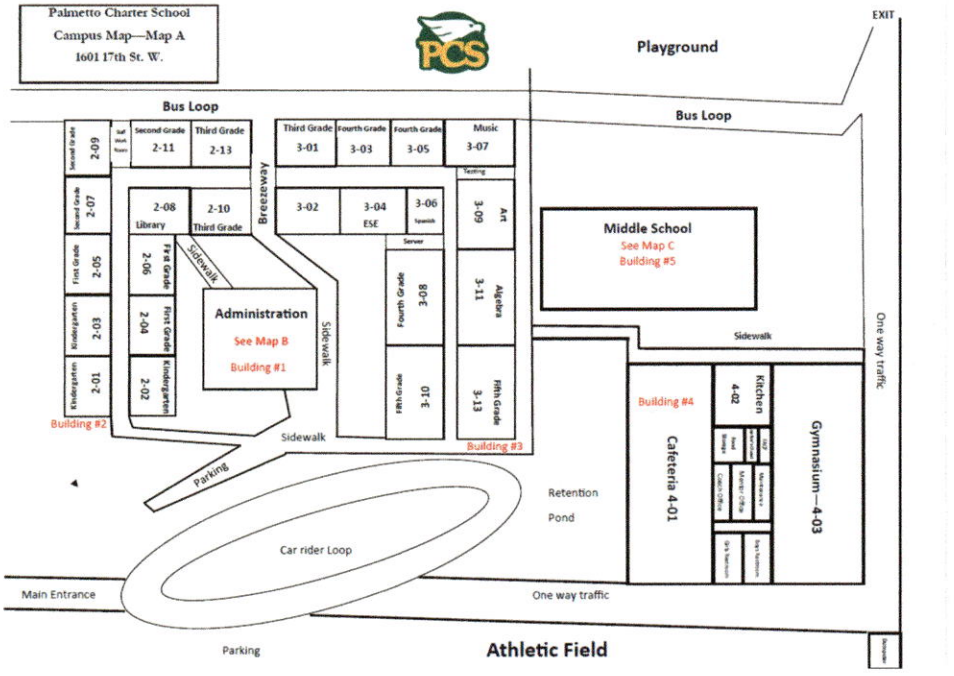
Manatee County School Board. The school will take great effort to resolve disputes in a fair manner and in keeping with school policy.

III. Business Plan

Section 16: Facilities

Palmetto Charter School's facilities include five buildings: an administration building, three classroom buildings, and a cafeteria/gymnasium (see Campus Map below).

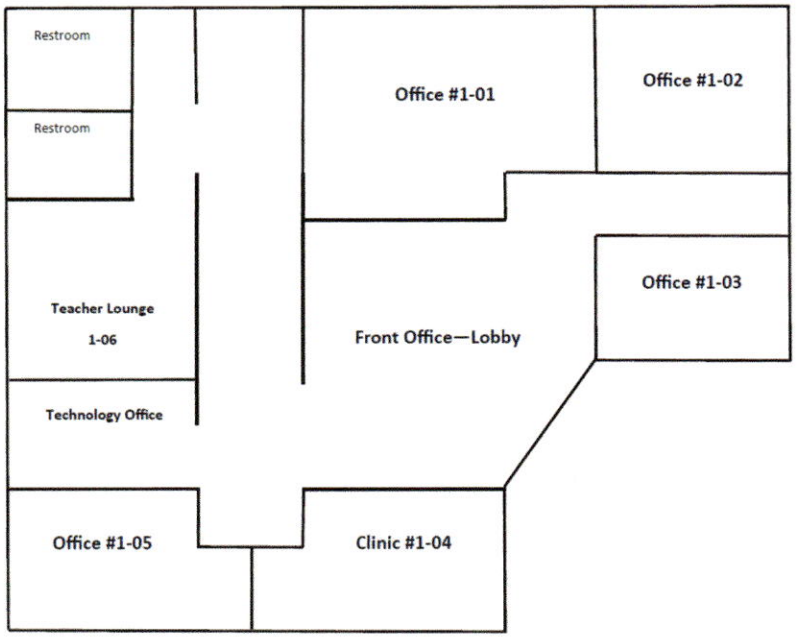
- Building 1: Administration Building which includes a reception area, teachers' lounge, six offices and a men's and women's restroom. There are also security and fire alarm systems in place
- Building 2: Eleven Classrooms as well as our school Library
- Building 3: Twelve Classrooms
- Building 4: Cafeteria, Kitchen, three Coaches' offices, men's restroom (two urinals and three stalls), women's restroom (eight stalls), an equipment room, and our Gymnasium
- Building 5: Currently six classrooms on the bottom floor with the upper floor classrooms under construction (gradual expansion Summer 2025) eventually leading to twelve total classrooms



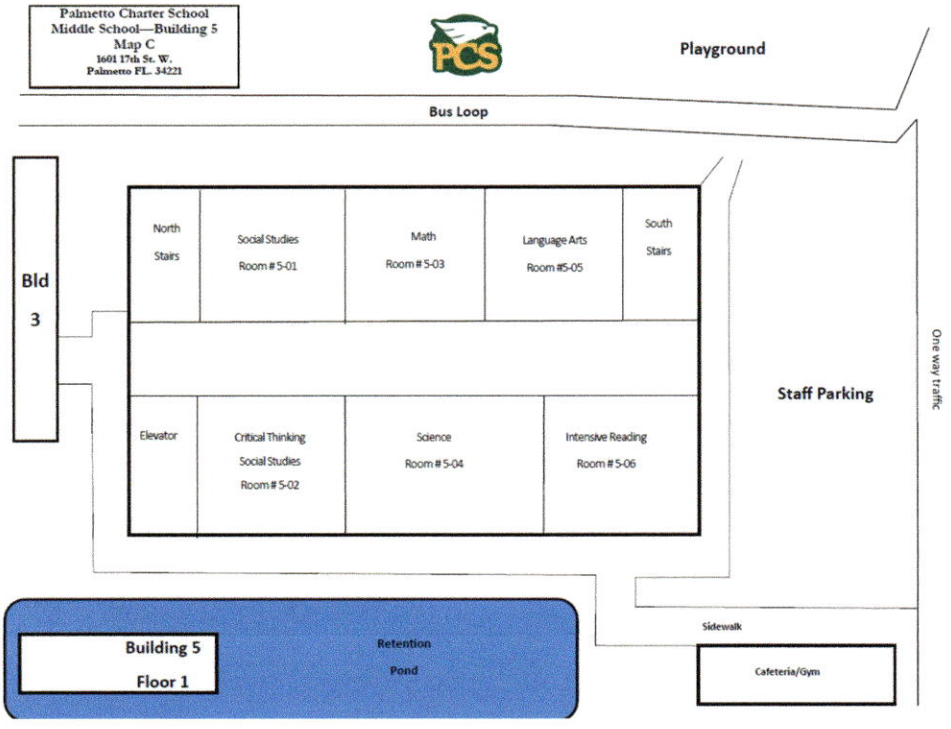
Palmetto Charter School—Building 1

Map B

Palmetto Charter School
Office—Map B
1601 17th St. W.
Palmetto FL. 34221



Palmetto Charter School
Middle School—Building 5
Map C
1601 17th St. W.
Palmetto FL. 34221



Three of the buildings on campus (Buildings 1, 2 and 3) have been in operation since the inception of the Palmetto Charter School. Building 1 (Administration building) Building 2 (eleven classrooms and school Library) were built in 2001 and Building 3 (twelve classrooms) was built in 2007. The Cafeteria/Gymnasium (Building 4) was built in 2020, and our middle school building (Building 5) has been operational since 2023. Annually, each building has a fire inspection, backflow/sprinkler inspection, fire extinguisher inspection, and before the buildings were opened to students there was a radon test conducted. Each building is up to code and was inspected to meet all building requirements before opening.

Each classroom is equipped to have enough room to accommodate 18 students for Kindergarten – 3rd grade and 22 students 4th grade – 8th grade. We have three Kindergarten classrooms , three 1st grade classrooms, three 2nd grade classrooms, three 4th grade classrooms, two 5th grade classrooms, seven middle school classrooms, an Art class room, a Spanish classroom, a Music classroom, a Speech room , an ESE room, as well as a Gymnasium which is used for Physical Education.

Palmetto Charter School owns the school buildings and property, and pays a monthly mortgage of $36,322.78. The school leases the playground, outdoor basketball court, lift stations, and bus loop from Church on the Rock (Attachment V).

At this time, Palmetto Charter School does not have a building back up plan as we own the property and buildings on campus.

Section 17: Transportation Service

Palmetto Charter School provides bus transportation. The bus is able to transport 77 eligible students. The bus operates from 7:15 in the morning and finishes the afternoon route at 4:15. Students arrive to school at 7:50, which is early enough for students to get breakfast in the cafeteria. The bus leaves each afternoon at 3:05.

Palmetto Charter School currently has three drivers that are qualified to drive the bus, who hold a CDL license and have been trained through the District of Manatee County. We do have a backup bus that we could use in an emergency situation.

We provide bus service north of the Manatee River, within the general area defined by the intersection of Moccasin Wallow Road and U.S. 41 (the northern boundary), and the intersection of Old Tampa Road and Fort Hamer Road (the eastern boundary). In addition, courtesy transportation will be provided for those students living in the Memphis area and closer than two miles to the school on a space available basis.

The school will follow the calendar established by the Manatee County School Board. Transportation will not be provided for after-school activities. Middle school and elementary students will ride on the same buses.

Palmetto Charter School will work with the Transportation Department and the individual bus drivers to ensure rider safety and that evacuation procedure instructions are provided. To ensure student safety within the bus circle area during drop-off and pick-up times, the school will employ a system utilizing safety patrols and Administration. Each year we will have two evacuation drills conducted in order for students to know what to do in the event there is an emergency.

The school will follow the District Student Code of Conduct in dealing with discipline issues on the bus or at bus stops.

For field trips or other activity trips requiring transportation we will use our own bus driver to transport students to the event.

Section 18: Food Service

Palmetto Charter School contracts with Manatee County School District to provide breakfast and lunch to our students. We currently have a warming kitchen that is suitable to serve food that is prepared at Palm View Elementary School (Appendices C).

Section 19: School Safety and Security

Palmetto Charter school employs a full-time school Guardian. If our Guardian is unable to be on campus, we contract with the Palmetto Police Department to ensure that a safe-school officer (Law Enforcement Officer) is on campus and that our students are safe and we are compliant with the State. Our Guardian is contracted to be on campus from 7:45 until 3:15. There are some special instances where our Guardian is on campus after hours (Appendices D).

Training for our faculty and staff is conducted annually (Appendices E). We have contracted with Centegix, which is an emergency alert tool that is used in the case of an emergency (Appendices F). Our staff is also trained on Centegix at the beginning of the year so everyone is comfortable using the device (which is carried around on campus by every faculty and staff member). We also conduct four active assailant drills each year and all students are aware of hard corners in each classroom.

Our threat management team consists of our Assistant Principal (Chair), our Dean of discipline (Vice Chair), our Guardian, a member of the Palmetto Police Department, and our School Social Worker. Each member of the TMT has been trained through the District in accordance with the Florida Model. The Chair and Vice Chair completed both days of training (as required). Our TMT meets once a month at minimum and meet anytime there is a threat assessment that needs to be reviewed and addressed (Appendices G).

Currently, our school Principal and Assistant Principal have completed SESIR training (Appendices H) and report any incidents related to school safety through the proper channels in a timely manner. The school Administration also collaborates with appropriate School District of Manatee County personnel to report and address disciplinary concerns.

Section 20: Budget

Palmetto Charter School has operated in a positive fiscal manner, meeting financial obligations since opening in 2010.

Our Financial Statements and Independent Auditor's Report for the school year is conducted by a reputable audit firm (CS&L CPAs) and selected in accordance outlined in the Florida Statutes Section 1002.33(9)(j). The audit is conducted in accordance with auditing standards applicable to financial audits contained in Government Auditing Standards (GSA).

Each spring, our accountant and Administration work together to establish a budget to present to the Board. The school forward plans to account for changes to the Florida Education Finance Program (FEFP), available grants, school initiatives and ongoing growth, systems review and need, and market changes (i.e., competitive salaries, insurance, economic variables, etc.) to ascertain whether available staffing changes, scaling, facility improvements, and operational improvements can be implemented. Our budget is presented in the month of May for the upcoming fiscal year and amendments are presented to our Board in the month of December. Palmetto Charter School revises the budget to update the Board of Directors of any line-item changes, updates to revenue, and updates to expenditures periodically throughout the fiscal year.

In accordance with School Board requirements, Palmetto Charter provides the necessary financial statements in addition to our audited financial statements. As Palmetto Charter School enters its fifteenth year of providing educational services, we have attached the 2024-2025 Annual Budget and Cashflow Statement for review (Attachment X).

Internal Controls:
All funds (cash or checks) that are collected by teachers or the front desk is received by the Receptionist who issues a receipt for cash. The monies are turned into the Office Manager who verifies the receipt. A cash receipt form is completed, and a third person verifies that each receipt has been recorded. Once the cash has been deposited at the bank, the bank receipt is once again verified that the totals match.

Bank statements are reviewed and signed by the Principal before our out-sourced accountant reconciles them. Reconciling occurs on a regular basis and is reviewed by Administration when necessary. Invoices are submitted to our accountant and payables are produced twice a month. The principal reviews each invoice and stamps approved to be paid.

Currently, Palmetto Charter School operates with funding from local, state, and federal governments.

Section 21: Financial Management and Oversight

Palmetto Charter School contracts with a local, bonded, accountant or accounting service to perform the duties of accounts payable, accounts receivable, payroll and preparation of all necessary monthly, quarterly, or annual financial reports. This person or agency reports directly to the School Administration and Board of Directors. Financial statements will be made available to the Treasurer, the Principal, and the Manatee County School Board as necessary (i.e., monthly, quarterly, etc.). These financial statements will be presented for review to the Board of Directors at each quarterly meeting.

The Board of Directors is kept informed of our financial position at our quarterly board meetings. Budget amendments are reviewed and presented for approval in the month of December with a final budget presented for approval in May.

Our Financial Statements and Independent Auditor's Report for the school year is conducted by a reputable audit firm (CS&L CPAs) and selected in accordance outlined in the Florida Statutes Section 1002.33(9)(j). The audit is conducted in accordance with auditing standards applicable to financial audits contained in Government Auditing Standards (GSA). The audit findings are presented to our Board of Directors in September for their review and approval.

Palmetto Charter posts our annual audit that includes our financials and any audit findings to our website as well as our approved budget each year.

Palmetto Charter contracts the services of an accountant to manage our accounts payable as well as payroll services.

Palmetto Charter carries insurance coverage for general liability, property, workers compensation, Professional Liability/Errors & Omissions/Directors & Officers Insurance, secondary student insurance for student athletes and auto insurance.

IV. Attachments

Attachment B

School District of Manatee County
2024-2025 Academic Calendar

August 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug 5	School Inservice/Teacher Workday
Aug 6	District Inservice
Aug 7-8	Teacher Workdays
Aug 9	District Inservice/School Inservice
Aug 12	First Day for Students

September 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sep 2	Labor Day - All District Sites Closed

October 2024

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Oct 3-4	Rosh Hashanah
Oct 7-11	Survey 2 Window
Oct 11	End of Qtr 1 (44 days)
Oct 12	Yom Kippur
Oct 14	Record Day - No School for Students

November 2024

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25*	26*	27*	28	29	30

Nov 6	Professional Learning Early Release
Nov 11	Veteran's Day- All District Sites Closed
Nov 25-29	Thanksgiving Holiday
Nov 28	Thanksgiving Day - All District Sites Closed
*Nov 25-27	Hurricane make-up days if needed

December 2024

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Dec 25-Jan 2	Hanukkah
Dec 12-20	MS/HS Exams (tentative)
Dec 18-20	High School Early Release
Dec 20	End First Semester (87 days)
Dec 23-31	All District Sites Closed

January 2025

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan 1-2	All District Sites Closed
Jan 3	Teachers Return/Record Day
Jan 6	District Inservice
Jan 7	Students Return
Jan 20	ML King Birthday - All District Sites Closed

February 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Feb 3-7	FTE Survey 3 Window
Feb 17	Presidents' Day - All District Sites Closed

March 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Mar 5	Professional Learning Early Release
Mar 14	End Qtr 3 (46 days)
Mar 17-21	Spring Break - All Schools Closed
Mar 24	Record Day - No School for Students

April 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Apr 12-20	Passover
Apr 18	Good Friday- All District Sites Closed

May 2025

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May 22-29	MS/HS Exams (tentative)
May 26	Memorial Day - All District Sites Closed
May 27-29	Early Release ALL Schools
May 29	Last Day Students - End 2nd Semester
May 30	Record Day/Last Day for Teachers

June 2025

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Q1	44		
Q2	43	Semester 1	87
Q3	47		
Q4	46	Semester 2	93
			180

July 2025

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- Teachers Report/No School for Students
- District Inservice
- First Day for Students
- No School for Students
- Professional Learning Early Release
- MS/HS Exams
- Last Day for Students
- Paid Holiday
- School Inservice/Teacher Workday

Adopted:

PALMETTO CHARTER SCHOOL
2024-2025 Bell Schedule

Middle School Bell Schedule		HIGH SCHOOL CLASSES BELL SCHEDULE	Students that are enrolled in all Middle School classes receive 315 min/day or 1575 weekly. Students that are enrolled in Algebra I, Digital Information Technology, or Spanish I receive 5 additional minutes (per class) each day.
Morning Meeting/Homeroom	8:15-8:40	8:15 - 8:33	
1st Period	8:40-9:25	Digital Info Tech 8:35 – 9:25 (50 min)	
2nd Period	9:30-10:15	Spanish I 9:27 – 10:17 (50 min)	
3rd Period	10:20-11:05		
4th Period	11:10-11:55		
Lunch	11:55-12:35	11:55 – 12:25	
5th Period	12:35-1:20	Algebra I 12:30 – 1:20 (50 min)	
6th Period	1:25-2:10	Algebra I 1:23 – 2:13 (50 min)	
7th Period	2:15-3:00		

ELEMENTARY BELL SCHEDULE		Even though this reflects 8 periods, depending on the specials schedule and lunch and recess (non-mandatory recess), they only have 7 periods reflected in FOCUS with 1575 min/week.
40	8:15 - 8:45	
1	8:45 - 9:30	
2	9:30 - 10:15	
3	10:15 - 11:00	
4	11:00 - 11:45	
5	11:45 - 12:30	
6	12:30 - 1:15	
7	1:15 - 2:00	
8	2:00 - 2:45	

IV. Attachments

Attachment D

The following is an excerpt from Palmetto Charter School Comprehensive Evidence-Based Reading Plan (Sections 4 – 7 highlighting PCS' instructional protocols, materials, and processes.

4) Assessment, Curriculum and Reading Instruction

A. **Florida's Formula for Reading Success (Rule 6A-6.053(3)(a), F.A.C.)**
K-12 reading instruction will align with Florida's Formula for Reading Success, 6 + 4 + T1 +T2 + T3, which includes:

- **Six components of reading**: oral language, phonological awareness, phonics, fluency, vocabulary and comprehension.
- **Four types of classroom assessments**: screening, progress monitoring, diagnostic and summative assessment.
- **Three tiers of instruction that are standards-aligned**; include accommodations for students with a disability, students with an Individual Educational Plan (IEP) and students who are English language learners; and incorporate the principles of Universal Design for Learning as defined in 34 Code of Federal Regulations 200.2(b)(2)(ii).
  - **Core Instruction (Tier 1)**: provides print-rich explicit and systematic, scaffolded, differentiated instruction and corrective feedback; builds background and content knowledge; incorporates writing in response to reading.
  - **Supplemental Instruction/Interventions (Tier 2)**: provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted still(s) and receive corrective feedback; occurs in addition to core instruction.
  - **Intensive, Individualized Instruction/Interventions (Tier 3)**: provides explicit, systematic individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback and frequent progress monitoring; occurs in addition to core instruction and Tier 2 interventions. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency. All intensive reading interventions must be delivered by instructional personnel who possess a literacy micro-credential as provided in s. 1003.485, F.S., or are certified or endorsed in reading.

1. **Describe how the district will align K-12 reading instruction to Florida's Formula for Reading Success for all students including students with a disability and students who are English language learners.**

The school assures that all classroom instruction is accessible to the full range of learners, including students with a disability and English language learners. Classroom instruction is aligned to Florida B.E.S.T. Standards.

Grades K – 2nd will include the Zaner-Bloser Superkids Comprehensive Reading Program. SRA has been incorporated in the 1st and 2nd grades. The teaching of informational text features and structures is taught weekly. Writing is included in

Superkids and includes dictation as well as all the components of an effective writing program.

Grades 3 – 5th will continue utilizing Curriculum Associates Magnetic Reading Program, core novel-based reading program, differentiated instructional components, informational text features and structures (incorporated throughout Science and Social Studies), Sadlier Connect vocabulary, spelling, and grammar, Great Leaps fluency practice, Shurley English grammar and sentence structure materials and resources. All students will participate in the Accelerated Reading program (STAR). This program gives the opportunity for all students to become knowledgeable in determining appropriate book levels, setting reading goals, and recording the progress made throughout the year. Assessment (data collection) for elementary students will involve several instruments, including STAR Reading, SRA, Primary Spelling Inventory, fluency records, Report Card grades, and FAST data.

Grades 6 – 8th will participate in a year-long Language Arts class utilizing Shurley English, Sadlier Vocabulary, and instruction in writing and reading strategies. All 6th-grade students participate in a Critical Thinking class for the full year. All 7th-grade students receive one semester of Critical Thinking. The Language Arts class will concentrate substantially on grammar and writing for the 6th and 7th grades. 8th grade will also receive instruction in literature and informational text. Both the Critical Thinking and Intensive Reading classes focus on reading comprehension, word study, vocabulary enrichment, text structures, features, and text-based response strategies, providing students with independent and collaborative opportunities to interact, practice, engage, read, and connect text. Middle School assessments (data collection) include STAR Reading, IXL diagnostics, report card grades, teacher observation, test grades, and FAST data.

K-8, student progress is monitored, and instructional adjustments are made accordingly. The ILT, in collaboration with teachers, the ESE team, and the ELL team, monitors and analyzes student performance data. If student data reveals performance gaps or concerns, a multi-tiered system of support is employed. Instructional placement decisions (e.g., Tier 1, Tier 2, or Tier 3 levels of support) result from collaboration with the ILT, IST, and teachers, student data, and performance. ESE students continue to receive Tier 2 and 3 interventions in addition to their individualized education plans. Likewise, ELL students receive tiered support in addition to their classroom and assessment accommodations.

Students who are not successful in Tier 1 are identified for Tier 2 interventions. If students continue to struggle in Tier 2, they receive intensive interventions in Tier 3. Interventions are chosen based on the MTSS team's recommendations and the student's needs. Intensive interventions include evidence-based materials and instructional practices and are provided in smaller groups or one-on-one, as needed.

Tier 1 - Core instruction is explicit, systematic, and scaffolded with differentiation and corrective feedback. Reading and writing instruction and practice are provided through various instructional models, including interactive read-aloud, shared reading, gradual release model, close reading, and independent reading. The instruction is content-rich and includes integrated writing in response to reading.

Tier 2 - Small group interventions and instruction in vocabulary, reading comprehension, text meaning, features, structures, and interpretation in strategic areas of need based on individualized FAST scores, STAR data, and formative assessments using classroom instructional materials. 6-8th students receive teacher support in differentiated instruction, including reading, comprehension, and vocabulary.

Tier 3 – One-on-one explicit and evidence-based phonics, vocabulary, and comprehension practices. Corrective feedback and progress monitoring are provided. Services will be based on individualized FAST scores, STAR data, and formative assessments using classroom instructional materials.

2. **Describe your public school PreK program's plan for assessment, standards, curriculum, instruction and support to meet the needs of all learners.**

N/A

B. **Assessment/Curriculum Decision Trees (Rule 6A-6.053(8)(b)4., F.A.C.)**

Districts are required to develop Assessment/Curriculum Decision Trees to demonstrate how data will be used to determine specific reading instructional needs and interventions for all students in grades K-12. Use Assessment/Curriculum Decision Trees to address ALL students. The template can be used for grade bands or for individual grades.

The Decision Trees must contain the following information:

- Name of each assessment, targeted audience, component(s) of reading assessed, type of assessment, the frequency of data collection and the method and timeframes by which assessment data will be provided to teachers and parents. For students in VPK through grade 10, the FAST must be administered pursuant to s. 1008.25(9)(b), F.S.
- and included as a component of the Assessment/Curriculum Decision Trees.
- Performance criteria used for decision-making for each assessment at each grade level.
- Evidence-based instruction and strategies.
- Specific criteria for when a student is identified to receive intensive reading interventions, what intensive reading interventions will be used, how the intensive reading interventions are provided and assurance that intensive reading interventions are delivered by a teacher who is certified or endorsed in reading or instructional personnel who possess a literacy micro-credential.
- Identification of the multisensory interventions provided to students in grades K-3 who have a substantial reading deficiency or characteristics of dyslexia, including a description of the intensive, explicit, systematic and multisensory reading interventions which will be provided to students in grades K-3.

Note: Evidence-based instructional materials and strategies have a significant effect on improving student outcomes and meet strong, moderate or promising levels of evidence as defined in 20 United States Code (U.S.C.) s. 7801(21)(A)(i):

(A) ...an activity, strategy or intervention that –

(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on –

(I) strong evidence from at least 1 well-designed and well-implemented experimental study;

(II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or

(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias.

Grades VPK-5

1. **Grades VPK-5 Assessments**
   Indicate in the chart below the assessment(s) used to screen and progress monitor grades VPK-5 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades VPK-5)	What component of reading is being assessed? (Each component should be addressed.)	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST Star Early Literacy	☒ VPK ☒ Grade K ☒ Grade 1 ☐ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
FAST Star Reading	☐ PreK ☐ Grade K ☒ Grade 1 ☒ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
FAST ELA Reading	☐ VPK ☐ Grade K ☐ Grade 1 ☐ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed

Name of the Assessment	Target Audience (Grades VPK-5)	What component of reading is being assessed? (Each component should be addressed.)	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
				☐ Other
Star Reading & Diagnostic	☐ VPK ☐ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☒ Monthly ☒ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Accelerated Reading	☐ VPK ☐ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☐ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other

2. **Students with a Substantial Reading Deficiency (Rule 6A-6.053(5), F.A.C.)**
Students identified with a substantial reading deficiency must have an individualized progress monitoring plan that is designed to address the student's specific reading deficiency and that meets the minimum requirements set forth in s. 1008.25(4)(c), F.S.

Students with qualifying disabilities covered by an IEP or a 504 Plan are exempt from the requirement to have a progress monitoring plan, if the IEP or 504 Plan addresses the student's reading deficiency. Nothing in Rule 6A-6.053(5), F.A.C., should be construed to require or prohibit an IEP or 504 Plan or the contents of the CERP. Districts and charter schools are authorized to develop individualized progress monitoring plans for students with IEPs or 504 Plans that address the student's reading deficiency.

A K-3 student is identified as having a substantial reading deficiency if:

- The student is identified as in need of Tier 3 interventions;
- A student in grades K-3 demonstrates through progress monitoring, formative assessments or teacher observation data, minimum skill levels for reading competency in one or more of the six (6) components of reading; and
    - For kindergarten, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle or end of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.;

- For grades 1 and 2, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment for the specified testing window of the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.; or
- For grade 3, the student scores below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.

- A student in grade 3 scores a Level 1 on the end-of-year statewide, standardized ELA assessment pursuant to s. 1008.22(3)(a), F.S.

2a. Describe the district's process for identifying grades K-3 students in need of Tier 2/Tier 3 interventions. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency.

For grades K-3, teachers, the Instructional Support Team (IST), and the ILT monitor student performance three times per year during the state PM1, PM2, and PM3 windows using the FAST-STAR K-2 Progress Monitoring and the FAST 3-10 Reading Assessment. Student performance data is analyzed, compared, and used to determine potential placements in the tiered system. Further, the FAST-STAR K-2 Progress Monitoring and FAST 3-10 Reading Assessment data is supplemented with school-based curriculum assessments (Phonics and spelling surveys, SuperKids, SRA, Curriculum Associates Magnetic Reading, Accelerated Reading, Great Leaps, IXL, etc.), school-based STAR assessments, and STAR diagnostic data to analyze and develop potential interventions and instructional strategies. Collaboratively, the ILT, IST, and teachers analyze student performance data to determine instructional support and placement within the MTSS.

2b. Describe the district's process for identifying grades 4-5 students in need of Tier 2/Tier 3 interventions.

For grades 4-5, teachers, the Instructional Support Team (IST), and the ILT monitor student performance three times per year during the state PM1, PM2, and PM3 windows using the FAST 3-10 Reading Assessment. Student performance data is analyzed, compared, and used to determine potential placements in the tiered system. Further, the FAST 3-10 Reading Assessment data is supplemented with school-based curriculum assessments (Curriculum Associates Magnetic Reading, Accelerated Reading, Sadlier Connect Vocabulary, Great Leaps, IXL, etc.), school-based STAR assessments, and STAR diagnostic data to analyze and develop potential interventions and instructional strategies. Collaboratively, the ILT, IST, and teachers analyze student performance data to determine instructional support and placement within the MTSS.

3. Students with Characteristics of Dyslexia (Rule 6A-6.053(6), F.A.C.)
Students who have characteristics of dyslexia must be covered by one of the plans described in s. 1008.25(4)(b), F.S.

3a. Describe the district's process for identifying grades K-3 students with characteristics of dyslexia. Tier 3 interventions must be provided to students identified as having characteristics of dyslexia.

Using student performance data, the ILT, IST, and teachers analyze and determine instructional strategies and supports to assist student achievement. As such, the RTI process would be implemented to assist student performance and identify gaps in skills or potential areas needing further remediation or support. Students receiving Tier 3 interventions will receive one-on-one support, explicit instruction including guided practice, progress monitoring, immediate feedback, chunking, note-taking assistance, text features, and a line reader (including the potential use of a colored reading overlay).

3b. Describe the district's process for providing additional screening to students with characteristics of dyslexia pursuant to s. 1008.25(9), F.S.

Following MTSS support and the RTI process, a dyslexia screener can be utilized at the request of the school for a school psychologist from the sponsoring district.

Grades K-5 Decision Tree
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.
Beginning of year data
IF student meets the following criteria at the beginning of the school year: Kindergarten: FAST PM 1 (Star Early Literacy)- 25th percentile and above 1st Grade: FAST PM 1 (Star Reading)- 25th percentile and above or previous year FAST PM 3- 25th percentile above 2nd Grade: FAST PM 1 (Star Reading)- 25th percentile and above or previous year FAST PM 3 (Star Reading)- 25th percentile and above 3rd Grade: FAST PM 1- 36th percentile and above or previous year FAST PM 3- 25th percentile and above 4th Grade: FAST PM 1- 36th percentile and above or previous year FAST PM 3- 36th percentile and above 5th Grade: FAST PM 1- 36th percentile and above or previous year FAST PM 3- 36th percentile and above
THEN TIER 1 Only
Core Instruction **Indicate the core curriculum and how the program is supported by strong, moderate or promising levels of evidence.** K-2 – Zaner-Bloser SuperKids Reading Program – ESSA Rating Moderate level of evidence and on the FDOE adopted list The Zaner-Bloser SuperKids Reading Program is a comprehensive English Language Arts curriculum using evidence-based literacy practices, systematic and explicit instruction in phonics, spelling, vocabulary, writing, and complex texts, and is aligned to the science of reading.

3-5 – Curriculum Associates Magnetic Reading Program - ESSA Rating Moderate level of evidence and on the FDOE adopted list
The Curriculum Associates Magnetic Reading Program is aligned with the Florida B.E.S.T. Standards, the science of reading, and is a systemic approach to rich and engaging text for reading instruction.

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.
Student performance data, including FAST PM results and curriculum assessment data is used to determine Tier 1 is sufficient for at least 80% of students.

Explain how the effectiveness of Tier 1 instruction is monitored.
Tier 1 effectiveness is monitored through a review of PM1 and PM2 FAST Reading Assessments and classroom curriculum assessments. While students complete the PM testing three times per year, the school has previously utilized STAR Reading and conducts testing monthly and/or quarterly. Teachers review student work and growth, bringing concerns to IST and ILT meetings. Teachers compile data monthly for IST and ILT meetings to analyze student performance data and make adjustments as needed to support student performance and instructional practice. Likewise, targeted feedback is provided to teachers following walkthroughs/observations.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?
Monthly IST and ILT meetings with teachers to determine instructional effectiveness and monitor student performance. Targeted feedback to teachers based on administrative walkthroughs/observations.

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:
Student performance data on FAST PM 2 and PM3, school-based STAR Reading scores, and classroom curriculum assessments are used to determine placement of Tier 2 supports.

Beginning of year data

IF student meets the following criteria at the beginning of the school year:
Kindergarten: FAST PM 1 (Star Early Literacy)- 10-24th percentile
1st Grade: FAST PM 1 (Star Reading)- 10th-24th percentile or previous year FAST PM 3- 10th-24th percentile
2nd Grade: FAST PM 1 (Star Reading)- 10th-24th percentile or previous year FAST PM 3 (Star Reading)- 10th 24th percentile
3rd Grade: FAST PM 1- 20th-35th percentile or previous year FAST PM 3- 10th- 24th percentile
4th Grade: FAST PM 1- 20th to 35th percentile or previous year FAST PM 3- 20th to 35th percentile
5th Grade: FAST PM 1- 20th to 35th percentile or previous year FAST PM 3- 20th to 35th percentile

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions
Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.

K-2 - Zaner-Bloser Superkids Reading Program - ESSA Rating Moderate level of evidence and on the FDOE adopted list

3-5 – Curriculum Associates Magnetic Reading Program - ESSA Rating Moderate level of evidence and on the FDOE adopted list

K-2 Great Leaps - Great Leaps does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade and Providing Reading Interventions for Students in Grades 4-9 support the intervention strategy. Recommendations 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations are built into the program through explicit instruction in phonological awareness, phonics, fluency, vocabulary, and comprehension. The school will support and monitor the implementation of this program through continued progress monitoring, student performance data, teacher-collected data, and student work, including ongoing professional development for teachers and administrators utilizing the Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade and Providing Reading Interventions for Students in Grades 4-9 guides for professional learning.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable.

Students identified with a disability and English Language Learners will receive intervention using Tier 2 instructional materials and strategies, supported by IEP accommodations or ELL accommodations. The intervention level, intensity, and frequency may increase as reflected in small group supports, time, and minutes provided.

For K-3 students who have a substantial reading deficiency or characteristics of dyslexia, identify the multisensory interventions provided.
Multisensory intervention strategies are included in SuperKids and Magnetic Reading curriculums.

Number of times per week interventions are provided:
3 to 5x per week as determined by the intervention

Number of minutes per intervention session:
5-15 minutes per day as determined by the intervention

Explain how the effectiveness of Tier 2 interventions are monitored.
Tier 2 effectiveness is monitored through progress monitoring assessment and student performance data as
determined by student individual need and intervention. Student performance data is analyzed and deliberated by the IST and ILT teams on a monthly basis.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?
Tier 2 interventions are determined by the teacher, IST, and ILT teams based on student performance data to identify specific student needs. For students not progressing from the

intervention, the teacher, IST, and ILT will review the data and problem-solve to consider additional or different intervention strategies.

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:
Continual progress monitoring using FAST PM2 and school-based STAR Reading assessments will be given to K-5 students. Likewise, the teacher-collected data, student work, and student performance on classroom curriculum assessments are included. Data collected will be used to determine if the addition of Tier 3 interventions will be provided for those students not progressing or are below or behind grade level.

Beginning of year data

IF student meets the following criteria at the beginning of the school year:
Kindergarten: FAST PM 1 (Star Early Literacy)- Below 10th percentile
1st Grade: FAST PM 1 (Star Reading)- Below 10th percentile or previous year FAST PM 3- Below 10th percentile AND FAST PM 1 (Star Early Literacy)- Below 10th percentile
2nd Grade: FAST PM 1 (Star Reading)- Below 10th percentile or previous year FAST PM 3 (Star Reading)- Below 10th
3rd Grade: FAST PM 1- Below 20th percentile or previous year FAST PM 3- Below 10th percentile
3rd grade retained students must receive tier 3 interventions
4th Grade: FAST PM 1- Below the 20th percentile or previous year FAST PM 3- Below the 20th percentile
5th Grade: FAST PM 1- Below the 20th percentile or previous year FAST PM 3- Below the 20th percentile

THEN TIER 1 Instruction, TIER 2 Interventions and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.

K-2 – Zaner-Bloser SuperKids Reading Program – ESSA Rating Moderate level of evidence and on the FDOE adopted list

3-5 – Curriculum Associates Magnetic Reading Program - ESSA Rating Moderate level of evidence and on the FDOE adopted list

K-5 Great Leaps - Great Leaps does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade and Providing Reading Interventions for Students in Grades 4-9 support the intervention strategy. Recommendations 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations are built into the program through explicit instruction in phonological awareness, phonics, fluency, vocabulary, and comprehension. The school will support and monitor the implementation of this program through continued progress monitoring, student performance data, teacher-collected data, and student work, including ongoing professional development for teachers and administrators utilizing the Foundational Skills to Support Reading for Understanding in Kindergarten Through 3rd Grade and Providing Reading Interventions for Students in Grades 4-9 guides for professional learning.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable. Students identified with a disability and English Language Learners will receive intervention using Tier 3 instructional materials and strategies supported by IEP accommodations or ELL accommodations, including additional time, support for instruction, note-taking assistance, practice, and assessment. The intervention level, intensity, and frequency may increase as reflected in one-on-one supports, time, and minutes provided.
For K-3 students who have a substantial reading deficiency or characteristics of dyslexia, identify the multisensory interventions provided. Multisensory intervention strategies are included in SuperKids and Magnetic Reading curriculums.
Number of times per week interventions are provided: Daily
Number of minutes per intervention session: 15-30 minutes per day as determined by the intervention
Explain how the effectiveness of Tier 3 interventions are monitored. Tier 3 effectiveness is monitored through progress monitoring assessment and student performance data as determined by student individual needs and intervention. Student performance data is analyzed and deliberated by the IST and ILT teams on a monthly basis.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions? Students receiving Tier 3 interventions are considered to have a substantial reading deficiency and student performance data is routinely gathered and analyzed by the teacher, IST, and ILT teams to identify specific student needs or potential changes to intervention or instructional strategies. For students not progressing from the intervention, the teacher, IST, and ILT will review the data and problem-solve to consider additional or different intervention strategies. Additionally, diagnostic assessments may be utilized to identify specific student needs. Additionally, teachers, the IST, and the ILT teams meet monthly to review student performance data, progress, and potential intervention changes. Parents are provided notification of the student's performance, identification of substantial reading deficiency, and intensive reading interventions provided to students.

4. **Summer Reading Camps (Rule 6A-6.053(7), F.A.C.)**
Requirements of Summer Reading Camps pursuant to s. 1008.25(8), F.S., include:

- Providing instruction to grade 3 students who score Level 1 on the statewide, standardized ELA assessment;
- Implementing evidence-based explicit, systematic and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary and comprehension; and
- Providing instruction by a highly effective teacher endorsed or certified in reading.
  - *Note: Instructional personnel who possess a literacy micro-credential **may not** be assigned to these students.*

4a. Describe the district's plan to meet each requirement for Summer Reading Camps required by s. 1008.25(8), F.S. Include a description of the evidence-based instructional materials that will be utilized,as defined in 20 U.S.C. s. 7801(21)(A)(i).

Any third-grade students who score a level 1 on the FAST ELA PM3 assessment are provided the STAR Reading alternative assessment to determine if the student can qualify for Good Cause for promotion to the 4th grade (50% on the STAR Reading assessment following the FAST ELA PM3 assessment). Should any student receive a level 1 on the FAST ELA PM3 assessment or score below the 50th percentile on the alternative STAR Reading assessment, students are invited to participate in a Summer Reading Camp offered by the district. Likewise, our school partners with neighboring charter schools to offer the Summer Reading Camp for students.

4b. Districts have the option of providing Summer Reading Camps to students in grades K-5 with a reading deficiency. Will the district implement this option?
Yes/No

No

Grades 6-8

1. **Grades 6-8 Assessments**
Indicate in the chart below the assessment(s) used to screen and progress monitor grades 6-8 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades 6-8)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST ELA Reading	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year

Name of the Assessment	Target Audience (Grades 6-8)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
		☒ Vocabulary ☒ Comprehension		☐ Annually ☐ As Needed ☐ Other
Star Reading & Diagnostic	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☒ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Accelerated Reading	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☒ As Needed ☐ Other

6. **Describe the district's process for identifying grades 6-8 students in need of Tier 2/Tier 3 interventions.**

6-8 students are identified as needing Tier 2 or Tier 3 intervention based on their FAST ELA PM 3 Level and Scale Scores. Additionally, students are identified as needing Tier 2 interventions through their core language arts instruction, school-based STAR Reading assessments, and classroom curriculum assessment.

Grades 6-8 Decision Tree
Beginning of year data
IF student meets the following criteria at the beginning of the school year: 2023-2024 FAST ELA PM3 – Level 3 or above
THEN TIER 1 Only
Core Instruction **Indicate the core curriculum and how the program is supported by strong, moderate or promising levels of evidence.** Sadlier Connect Vocabulary Workshop – Sadlier Connect Vocabulary Workshop is on the FDOE adopted list but it does not meet strong, moderate, or promising levels of ESSA evidence; however, the following IES Practice Guide Recommendation support the program: Providing Reading Interventions for Students in Grades 4-9. Recommendations 1 and 2 have strong

evidence, and recommendation 4 has moderate evidence. The recommendations are built into the program through explicit instruction to promote deep word knowledge and multiple exposures to new vocabulary, including a variety of exercises in world learning strategies, word consciousness, and critical thinking. The school will support and monitor the implementation of this program through continued progress monitoring, student performance data, teacher-collected data, and student work, including ongoing professional development for teachers and administrators utilizing the Providing Reading Interventions for Students in Grades 4-9 guides for professional learning.

Shurley English Grammar – Shurley English Grammar does not meet strong, moderate, or promising levels of ESSA evidence; however, the following IES Practice Guide Recommendation supports the program: Providing Reading Interventions for Students in Grades 4-9. Recommendations 1, 2, and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations are built into the program through explicit instruction in parts of speech, sentence structure, sentence classification, word analysis, and written text and communication. The school will support and monitor the implementation of this program through continued progress monitoring, student performance data, teacher-collected data, and student work, including ongoing professional development for teachers and administrators utilizing the Providing Reading Interventions for Students in Grades 4-9 guides for professional learning.

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

Student performance data, including FAST PM results and curriculum assessment data is used to determine Tier 1 is sufficient for at least 80% of students.

Explain how the effectiveness of Tier 1 instruction is monitored.

Tier 1 effectiveness is monitored through a review of PM1 and PM2 FAST Reading Assessments and classroom curriculum assessments. While students complete the PM testing three times per year, the school has previously utilized STAR Reading and conducts testing monthly and/or quarterly. Teachers review student work and growth, bringing concerns to IST and ILT meetings. Teachers compile data monthly for IST and ILT meetings to analyze student performance data and make adjustments as needed to support student performance and instructional practice. Likewise, targeted feedback is provided to teachers following walkthroughs/observations.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

Monthly IST and ILT meetings with teachers to determine instructional effectiveness and monitor student performance. Targeted feedback to teachers based on administrative walkthroughs/observations.

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

Student performance data on FAST PM 2 and PM3, school-based STAR Reading scores, and classroom curriculum assessments are used to determine placement of Tier 2 supports.

Beginning of year data

IF student meets the following criteria at the beginning of the school year:

2023-2024 FAST ELA PM3 –

Level 1: Required by Palmetto Charter School and state to receive Intensive Reading course. Parents may not waive the course.

Level 2: Palmetto Charter School schedules students that have scored a 2 or below into Intensive Reading. Parents may waive the class, and waivers are on file.

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.

Students receiving Tier 2 interventions will receive support in their core language arts course and interventions, including differentiation, teacher-led small groups, rereadings, scaffolding, summarization, and applicable small group intervention as determined by the specific need and intervention.

Sadlier Connect Vocabulary Workshop – Sadlier Connect Vocabulary Workshop is on the FDOE adopted list but it does not meet strong, moderate, or promising levels of ESSA evidence; however, the following IES Practice Guide Recommendation support the program: Providing Reading Interventions for Students in Grades 4-9. Recommendations 1 and 2 have strong evidence, and recommendation 4 has moderate evidence. The recommendations are built into the program through explicit instruction to promote deep word knowledge and multiple exposures to new vocabulary, including a variety of exercises in world learning strategies, word consciousness, and critical thinking. The school will support and monitor the implementation of this program through continued progress monitoring, student performance data, teacher-collected data, and student work, including ongoing professional development for teachers and administrators utilizing the Providing Reading Interventions for Students in Grades 4-9 guides for professional learning.

Shurley English Grammar – Shurley English Grammar does not meet strong, moderate, or promising levels of ESSA evidence; however, the following IES Practice Guide Recommendation supports the program: Providing Reading Interventions for Students in Grades 4-9. Recommendations 1, 2, and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations are built into the program through explicit instruction in parts of speech, sentence structure, sentence classification, word analysis, and written text and communication. The school will support and monitor the implementation of this program through continued progress monitoring, student performance data, teacher-collected data, and student work, including ongoing professional development for teachers and administrators utilizing the Providing Reading Interventions for Students in Grades 4-9 guides for professional learning.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable.

Students identified with a disability and English Language Learners will receive intervention using Tier 2 instructional materials and strategies, supported by IEP accommodations or ELL accommodations. The intervention level, intensity, and frequency may increase as reflected in small group supports, time, and minutes provided as determined by specific need or skill taught.

Number of times per week interventions are provided:
3-5x per week as determined by the intervention

Number of minutes per intervention session:
15-20 minutes as determined by the intervention

Explain how the effectiveness of Tier 2 interventions are monitored.
Tier 2 effectiveness is monitored through progress monitoring assessment and student performance data as
determined by student individual need and intervention. Student performance data is analyzed and deliberated by the IST and ILT teams on a monthly basis.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?
Tier 2 interventions are determined by the teacher, IST, and ILT teams based on student performance data to identify specific student needs. For students not progressing from the intervention, the teacher, IST, and ILT will review the data and problem-solve to consider additional or different intervention strategies.

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:
Continual progress monitoring using FAST PM2, school-based STAR Reading assessments will be given to 6-8 students. Likewise, the teacher-collected data, student work, and student performance on classroom curriculum assessments are included. Data collected will be used to determine if the addition of Tier 3 interventions will be provided for those students not progressing or are below or behind grade level.

Beginning of year data

IF student meets the following criteria at the beginning of the school year:
2023-2024 FAST ELA PM3 –
Level 1: Required by Palmetto Charter School and state to receive Intensive Reading course. Parents may not waive the course.
Level 2: Palmetto Charter School schedules students that have scored a 2 or below into Intensive Reading. Parents may waive the class, and waivers are on file.

THEN TIER 1 Instruction, TIER 2 Interventions and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.

Tier 3 students will be enrolled in an Intensive Reading course which uses the Read 180 – Secondary Reading program.

6-8 – Read 180 Program – ESSA Rating Strong level of evidence and on the FDOE adopted list

The Read 180 program is a blended learning program that provides evidence-based interventions and instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension. It combines online and direct instruction with independent practice and is also aligned with the science of reading.
Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable. Students identified with a disability and English Language Learners will receive intervention using Tier 3 instructional materials and strategies supported by IEP accommodations or ELL accommodations, including additional time, support for instruction, note-taking assistance, practice, and assessment. The intervention level, intensity, and frequency may increase as reflected in one-on-one supports, time, and minutes provided.
Number of times per week interventions are provided: 5x per week – scheduled class
Number of minutes per intervention session: 45 minutes per day – scheduled class
Explain how the effectiveness of Tier 3 interventions are monitored. Tier 3 effectiveness is monitored through progress monitoring assessment and student performance data as determined by student individual needs and intervention. Student performance data is analyzed and deliberated by the teacher, IST, and ILT teams on a monthly basis.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions? Students receiving Tier 3 interventions are considered to have a substantial reading deficiency and student performance data is routinely gathered and analyzed by the teacher, IST, and ILT teams to identify specific student needs or potential changes to intervention or instructional strategies. For students not progressing from the intervention, the teacher, IST, and ILT will review the data and problem-solve to consider additional or different intervention strategies. Additionally, diagnostic assessments may be utilized to identify specific student needs. Additionally, the teacher, the IST, and the ILT teams meet monthly to review student performance data, progress, and potential intervention changes. Parents are provided notification of the student's placement in the intensive reading course, performance, identification of substantial reading deficiency, and intensive reading interventions provided to students.

Grades 9-12

7. **Grades 9-12 Assessments**
   Indicate in the chart below the assessment(s) used to screen and progress monitor grades 9-12 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades 9-12)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST ELA Reading	☒ Grade 9 ☒ Grade 10 ☐ Grade 11 ☐ Grade 12	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Enter name of assessment. Then, select all that apply.)	☐ Grade 9 ☐ Grade 10 ☐ Grade 11 ☐ Grade 12	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☐ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

8. **Describe the district's process for identifying grades 9-12 students in need of Tier 2/Tier 3 interventions.**

N/A

Grades 9-12 Decision Tree
Beginning of year data
IF student meets the following criteria at the beginning of the school year: N/A
THEN TIER 1 Only
Core Instruction **Indicate the core curriculum and how the program is supported by strong, moderate or promising levels of evidence.** N/A
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. N/A
Explain how the effectiveness of Tier 1 instruction is monitored. N/A

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction and/or curriculum provided to students? N/A
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: N/A
Beginning of year data
IF student meets the following criteria at the beginning of the school year: N/A
THEN TIER 1 Instruction and TIER 2 Interventions
Supplemental Instruction/Interventions Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. N/A
Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable. N/A
Number of times per week interventions are provided: N/A
Number of minutes per intervention session: N/A
Explain how the effectiveness of Tier 2 interventions are monitored. N/A
What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions? N/A

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year: N/A
Beginning of year data
IF student meets the following criteria at the beginning of the school year: N/A
THEN TIER 1 Instruction, TIER 2 Interventions and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions **Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence.** N/A
Indicate the evidence-based programs and practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable. N/A
Number of times per week interventions are provided: N/A
Number of minutes per intervention session: N/A
Explain how the effectiveness of Tier 3 interventions are monitored. N/A
What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions? N/A

5) Professional Learning (Rule 6A-6.053(8)(b)3.f.-j., F.A.C.)

Describe the literacy professional learning that will be provided by the district and/or schools, aligned to the requirements below:

- Provide professional learning required by ss. 1012.585(3)(f) and 1012.98(5)(b)11., F.S., which includes training to help teachers integrate phonemic awareness, phonics, word study and spelling, fluency, vocabulary and text comprehension strategies into an explicit, systematic and sequential approach to reading instruction, including multisensory intervention strategies;
- Provide professional learning in B.E.S.T. ELA Standards and evidence-based reading practices and programs;
- Provide professional learning to help instructional personnel and certified PreK teachers funded in the FEFP earn a certification, a credential, an endorsement or an advanced degree in scientifically researched and evidence-based reading instruction;
- Differentiate and intensify professional learning for teachers based on progress monitoring data;
- Identify mentor teachers and establish model classrooms within the school; and
- Ensure that time is provided for teachers to meet weekly for professional learning.

The school will continue implementation of state-adopted ELA curriculum that align to FDOE BEST ELA Standards and IEC evidence-based practices. The ILT will provide access to and

coaching for the IEC evidence-based practices as needed for teachers not familiar or needing additional supports as evidenced in the ILT monthly meetings and problem solving components of the meeting. Likewise, the ILT will work to provide on-going opportunities for administrators and teachers to engage with and further develop the Science of Reading framework. All teachers will complete the introductory 5 hour Science of Reading training provided by FDOE BEESS, and those teachers who have not already completed the reading endorsement will continue coursework through the sponsoring district's available professional development opportunities. Further, mentoring teachers will meet with, coach, and support new teachers in ELA instructional practices.

6) Tutoring Programs to Accelerate Literacy Learning (Rule 6A-6.053(9)(b), F.A.C.)

Describe any tutoring programs available within your district and include targeted grade levels (e.g., RAISE High School Tutoring).

N/A

7) Family Engagement (Rule 6A-6.053(8)(b)3.o., F.A.C.)

In accordance with the list outlined in s. 1008.25(5)(d), F.S., describe the district's plan for notifying parents of students identified with a substantial reading deficiency. Include literacy partnerships or programs the district utilizes to increase support for families to engage in literacy activities and reading at home (e.g., New Worlds Reading Initiative).

Students identified with a substantial reading deficiency are provided with a print and digital version of the FDOE a read-at-home plan and the New Worlds Reading Initiative flyer (language specific).

https://info.fldoe.org/docushare/dsweb/Get/Document-9371/dps-2021-169a.pdf
https://www.fldoe.org/core/fileparse.php/7539/urlt/NWRIFlyer-English.pdf

Family engagement and communication also includes the school's book fair, accelerated reading celebrations, and the school library for students to access books weekly. Parents are provided notification of the New Worlds Reading initiative for eligible students to receive books through home delivery.

IV. Attachments

Attachment F

Palmetto Charter School Testing Schedule

All dates are subject to change.

PM1

Reading-

K:	8/28/24
1st – 2nd:	8/29/24
3rd – 5th:	9/4/24
6th – 8th:	9/5/24

Math-

K:	9/9/24
1st – 2nd:	9/10/24
3rd – 5th:	9/11/24
6th – 8th:	9/12/24

PM2

Reading-

K – 2nd:	12/3/24
3rd – 5th:	12/4/24
6th – 8th:	12/5/24

Math-

K – 2nd:	12/12/24
3rd – 5th:	12/10/24
6th – 8th:	12/11/24

PM3

Reading-

K – 2nd:	4/30/25
3rd – 5th:	5/8/25
6th – 8th:	5/7/25

Math-

K – 2nd:	5/13/25
3rd – 5th:	5/14/25
6th – 8th:	5/15/25
Algebra EOC:	5/15/25

Writing-

4th – 5th:	4/2/25
6th – 8th:	4/1/25

Science-

5th & 8th:	5/1/25

Civics EOC-

7th:	5/20/25

Other

IPT-

K & Transfers: 8/12/24 – 8/30/24

Access for ELLs 2.0-

K – 8th:	1/24/25 – 3/14/25

Semester 1 Exams-

8th:	12/16/24 – 12/20/24

IV. Attachments

Attachment H

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PALMETTO CHARTER SCHOOL, INC., a Florida corporation, filed on July 14, 2009, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H09000162932. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N09000006839.

Authentication Code: 109A00024263-071509-N09000006839-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifteenth day of July, 2009

Kurt S. Browning
Secretary of State

ARTICLES OF INCORPORATION

OF

Palmetto Charter School, Inc.

The undersigned subscribers to these Articles of Incorporation hereby form a corporation not for profit under the laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation is **Palmetto Charter School,** Inc., with its initial principal office at 1601 17th Street West, Palmetto, Florida 34221.

ARTICLE II - DURATION

The existence of this corporation shall begin when these Articles of Incorporation have been filed with the Department of State of the State of Florida. This corporation is to exist perpetually.

ARTICLE III - GENERAL EDUCATIONAL PURPOSES

1. Said corporation is organized exclusively for educational purposes.

2. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in paragraph 1. of this Article III. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

3. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IV - REGISTERED OFFICE AND AGENT

The street address of the initial principal office and the registered office of this corporation is 1601 17th Street West, Palmetto, Florida 34221. This corporation designates Brian D. Bustle at said registered office as the registered agent for this corporation to accept service of process within the State of Florida on behalf of this corporation. The Board of Directors may from time to time move the registered office of this corporation to any other address in the State of Florida and shall have the power to establish branch offices at such other places within the State of Florida as may be determined and deemed expedient by the Board of Directors from time to time, only as authorized by law. In and by the execution of these Articles of Incorporation, Brian

D. Bustle hereby accepts the designation as registered agent for this corporation at the place hereinabove designated and agrees to comply with all of the provisions of the law relating to keeping the office of said corporation open for the purpose of service of process.

ARTICLE V - DIRECTORS

This corporation shall have a Board of Directors initially consisting of three (3) directors. The number of directors may be increased from time to time by the By-Laws of this corporation, but in no event shall the number of directors be less than three (3). The manner in which the directors are elected shall be set forth in said By-Laws. The names and street addresses of the initial members of the Board of Directors are:

1. Talmadge L. Mathews Sr.
   1489 17th Street West
   Palmetto, FL 34221
2. Brian D. Bustle
   1507 20th Avenue West
   Palmetto, Florida 34221
3. Dale L. Price
   3912 16th Avenue West
   Bradenton, Florida 34205

ARTICLE VI - OFFICERS

The corporation shall have the following officers: President, Vice-President, Secretary and Treasurer, and other officers designated by the Board of Directors as set forth in the By-Laws of the corporation.

ARTICLE VII - SUBSCRIBERS

The names and addresses of the incorporators of the corporation are:

1. Talmadge L. Mathews Sr.
   1489 17th Street West
   Palmetto, FL 34221
2. Brian D. Bustle
   1507 20th Avenue West
   Palmetto, Florida 34221
3. Dale L. Price
   3912 16th Avenue West
   Bradenton, Florida 34205

ARTICLE VIII - BY-LAWS

The By-Laws of this corporation are to be made by the Board of Directors and adopted by a majority vote of the Board of Directors at the first meeting of said Board, and may be altered, amended or rescinded by majority vote of the membership of the Board of Directors present at any regular or special meeting of said Board of Directors, but only as permitted by and consistent with the laws of the State of Florida.

ARTICLE IX - AMENDMENT

These Articles of Incorporation may be amended as set forth in the By-Laws, and consistent with Florida law.

IN WITNESS WHEREOF, the undersigned, being the incorporators of the corporation herein named, does certify that they are of full age and competent to contract and that the Directors named are of full age and citizens of the United States of America.

For the purpose of forming the proposed corporation above named to do business both within and without the State of Florida, and in pursuance of the general corporation law of Florida, we do make and file these Articles of Incorporation, hereby declaring and certifying that the matters above stated are true and, accordingly, have hereunto set our hands and seals this 14th day of July, A.D., 2009.

Talmadge L. Mathews Sr.

Brian D. Bustle

Dale L. Price

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this 14th day of July, A.D., 2009, before me, a Notary Public, personally appeared Talmadge L. Mathews Sr., Brian D. Bustle and Dale L. Price who are personally known to me, and known to me to be the persons described in and who subscribed their names to the above and foregoing Articles of Incorporation, and they acknowledged that they executed the same for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal in the County and State aforesaid the day and year above written.

Notary Public -

My Commission Expires:

KIMBERLY D. MARLER
Notary Public - State of Florida
My Commission Expires Aug 21, 2010
Commission # DD 587733
Bonded By National Notary Assn.

REGISTERED AGENT CERTIFICATE

In pursuance of Chapter 617, Florida Statutes, the following is submitted: Talmadge L. Mathews Sr., Brian D. Bustle and Dale L. Price, the original incorporators of the proposed corporation, corporation name shall have its registered office at 1507 20th Avenue West, Palmetto, Florida 34221, have Brian D. Bustle to serve as Registered Agent for the said corporation, such designation becoming effective as of the date of the approval of the Articles of Incorporation filed herewith.

Having been designated to accept service of process for the above-referenced corporation, at the address indicated in this Certificate, I hereby accept such designation and agree to comply with the State laws relating to such office.

Brian D. Bustle

IV. Attachments

Attachment I

0000054 03/20/20

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8015399548C-9	05/31/2020	05/31/2025	SCHOOL-COLLEGE-UNIV

This certifies that

PALMETTO CHARTER SCHOOL INC
1601 17TH ST W
PALMETTO FL 34221-6151

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

IV. Attachments

Attachment J

BY-LAWS

OF

PALMETTO CHARTER SCHOOL, INC.

ARTICLE I – GOVERNING BODY

The governing body of Palmetto Charter School will be the Board of Directors. The Board of Directors will oversee the management, operations, activities and affairs of the school, be accountable to the Manatee County School Board and to the Florida Department of Education, establish, approve and determine the boundaries of policy to ensure compliance with Palmetto Charter School's charter, applicable laws, rules and regulations, monitor the implementation of the goals of Palmetto Charter School and have responsibility for expenditures and the formulation/approval of policies related to expenditures. The Board of Directors shall not be authorized to conduct business at any meeting of the Board unless a quorum of at least three (3) directors is in attendance of said meeting.

Section 1. The Board of Directors shall initially consist of the following:

1. Talmadge L. Mathews Sr.
   1489 17th Street West
   Palmetto, FL 34221
2. Brian D. Bustle
   1507 20th Avenue West
   Palmetto, Florida 34221
3. Dale L. Price
   3912 16th Avenue West
   Bradenton, Florida 34205

The members of the Board of Directors may be increased from time to time by majority vote of the then current Board of Directors.

Section 2. Length of terms for each board member will be three years, with two of the initial board members chosen for two year terms. There shall be no term limits, and members may be elected to serve on the board for an additional term with the consent of the majority. The Chairperson of the Board of Directors shall be elected by the board with a majority vote for a term of one year with an option for reelection at the end of the term for an additional year. Should a board member not be able to complete his term of office, the remaining board members will submit names for consideration, and a new member shall be elected by majority vote to fill the remaining term. Board members may be removed for behavior that is detrimental to the mission of the school with a unanimous vote of the remaining

members that are present. Meetings must consist of at least three board members to constitute a forum and thereby conduct business.

Section 3. The Board of Directors shall meet quarterly at Palmetto Charter School. It shall be the responsibility of the Chairman to set the time of the meeting and notify all board members of that time, which shall be posted in a conspicuous place and emailed to the home of each student and made available to the media.

ARTICLE II - POWERS OF THE BOARD.

It shall be the goal of all current and future board members to retain or recruit members with expertise in Law, Finance/Accounting or Education, in such a manner that the Board may reflect a diverse range of knowledge important to the governance of the school. The Board of Directors shall have the authority to:

Section 1. The Board shall set policy for the school and have the responsibility for the hiring and/or firing of any school administrators. The Principal shall have discretion on how to implement the policy set by the Board. The Board of Directors shall not be involved in the day-to-day operations of Palmetto Charter School. The Board of Directors shall not supervise teachers or non- administrative staff. The Principal and Assistant Principal shall supervise and evaluate teachers and staff.

Section 2. The Board of Directors shall develop policies related to, but not limited to the recruitment, registration, dismissal procedures, school activities, curriculum, business/accounting services, student expectations/achievement, faculty and staff selection and evaluation of students, staff and administration. Further, the board shall establish evaluation criteria to verify that established policies have been implemented. The Principal shall have the discretion to decide how the established policies shall be implemented.

Section 3. The Board of Directors shall hold meetings at times and places as may be deemed proper and necessary.

Section 4. The Board of Directors shall admit, suspend or expel members.

Section 5. The Board of Directors shall appoint committees on particular subjects from members of the board or from membership of the corporation.

Section 6. The Board of Directors shall audit bills and disburse the funds of the corporation.

Section 7. The Board of Directors shall print and circulate documents and publish articles.

Section 8. The Board of Directors shall carry on correspondence and communicate with other associations with the same interests.

Section 9. The Board of Directors shall employ agents.

Section 10. The Board of Directors shall devise and carry into execution such other measures as it deems proper and expedient to promote the objects of the corporation and protect the interests and welfare of the members.

Section 11. The Board of Directors shall remove any or all of the officers of the organization with due cause prior to the termination date of such office.

Section 12. The Board of Directors shall elect substitute directors in the event any director resigns or is removed from office prior to the termination date of such office.

Section 13. The Board of Directors shall terminate the contract of any firm, individual or other entity employed by the organization.

Section 14. The Board of Directors and Palmetto Charter School will follow hiring policies consistent with state and federal laws governing charter schools.

ARTICLE III - OFFICERS

This corporation shall have a president, vice-president, secretary and treasurer. They shall be chosen by the Board of Directors at the first meeting of the Board of Directors held following each annual meeting of the membership, and shall serve until their successors are chosen and qualify. All other officers, agents, and factors shall be chosen, serve for such terms, and have such duties as may be determined.

Section 1. PRESIDENT. The president shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the corporation, and shall preside at all meetings of the membership and Board of Directors.

Section 2. VICE-PRESIDENT. The vice-president shall perform the duties of the president, in case of the death of the president, or in case of vacancy in the office of the president. He shall also perform such other duties as prescribed by the president or the Board of Directors.

Section 3. SECRETARY. The Secretary shall be responsible for the recording of the minutes of all Board meetings. This person will also be responsible for the reading of minutes of previous Board meetings as required by the President. Also, the Secretary shall have oversight for the storage and maintenance of all records and minutes associated with

Board activity in a manner consistent with the laws of the State of Florida and the policies of the Manatee County School Board and to be responsible for their public dissemination as required by law or the decision of the Board. The secretary shall have custody of and maintain all of the corporate records except the financial records; shall record the minutes of the membership and Board of Directors, send out all notices of meetings and perform such other duties as may be prescribed by the Board of Directors or president.

Section 4. TREASURER. The Treasurer, working with the Financial Director and/or Financial Services Company, will be responsible for the preparation and dissemination of all pertinent Financial Records as required by the President or vote of the Board. The Treasurer will develop and make recommendations to the Board regarding financial policies or decisions to be considered. The Treasurer will work with the Secretary to insure the proper maintenance of all financial records. Finally, the Treasurer will be responsible for arranging an annual audit of the school as directed by the Board and in compliance with State law and the policies of the Manatee County School Board. The treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render account thereof at the annual meetings of the membership and whenever else required by the Board of Directors or president, and shall perform such other duties as may be prescribed by the Board of Directors or president.

ARTICLE IV – AMENDMENTS OF BY-LAWS

The By-Laws may be amended by the Board of Directors at any meeting, a quorum being present, proper notice having been given, by majority vote of the Board of Directors present and voting. A quorum shall consist of at least three (3) of the members of said Board.

ARTICLE V – AMENDMENTS TO ARTICLES OF INCORPORATION

The Board of Directors of the corporation shall adopt amendments to the Articles of Incorporation by a majority vote of the Board of Directors present and voting at a meeting after proper notice given, assuming a quorum is present as set forth in Article IV hereinabove.

ARTICLE VI – FISCAL YEAR

The fiscal year of the corporation shall commence on the 1st day of July, and terminate on the 30th day of June.

ARTICLE VII – SEAL

The corporate seal shall have the name of the corporation and the word "seal" inscribed thereon, and may be facsimile, engraved, printed or an impression seal.

ARTICLE VIII – MISCELLANEOUS

Section 1. PRESUMPTION OF NOTICE. Any director present at a meeting either in person or by proxy shall be deemed conclusively to have received proper notice of the meeting unless he or she shall at such meeting make objection to any insufficiency of notice.

Section 2. SALARIES. Employees' salaries shall be fixed by the Board of Directors, and may be changed from time to time by a majority vote of the Board of Directors. Board members and officers shall receive no salary nor otherwise be compensated for services rendered by them in their capacity as board member or officer, but shall be reimbursed for expenses necessarily incurred by them while in the performance of their duties.

ARTICLE IX – MEMBERSHIP

There shall be no members of the corporation.

NOW THEREFORE, these By-Laws were adopted on the 28th day of July, 2009, by the Board of Directors, all as authorized in the Articles of Incorporation, and pursuant to Florida law.

Talmadge L. Mathews Sr., Director

Brian D. Bustle, Director

Dale L. Price, Director

IV. Attachments

Attachment K

Palmetto Charter School
Conflict of Interest Policy

Article I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. **Interested Person**
   Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. **Financial Interest**
   a. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family,
   b. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
   c. A compensation arrangement with the Organization or with any entity or individual with which the organization has a transaction or arrangement, or
   d. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III
Procedures

1. **Duty to Disclose**
   In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. **Determining Whether a Conflict of Interest Exists**
   After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or

committee members shall decide if a conflict of interest exists

3. **Procedures for Addressing the Conflict of Interest**
   a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
   b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
   c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
   d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
4. **Violations of the Conflicts of Interest Policy**
   a. If the governing board or committee, in its judgment, has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
   b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V

Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
c. No voting member of the governing board or any committee whose jurisdiction includes

compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,
b. Has read and understand the policy,
c. Has agreed to comply with the policy, and
d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Organization operates in a manner consistent with the charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic review shall at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
b. Whether partnerships, joint ventures and arrangements with management organizations conform to the goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

SIGNTURES:
I understand and am in compliance with the terms of the Palmetto Charter School Conflict of Interest Policy.

Dr. Michael Mears/Date	Zack McClary/Date
Kelli Douglas/Date	Michelle Biggers/Date
Carly Lambert/Date	Evan Guido/Date

Palmetto Charter School Anti-Discrimination Policy

In accordance with applicable law, Palmetto Charter School prohibits discrimination because of gender, race, color, national origin, ancestry, age, religion, creed, physical or mental disability, or any other basis protected by federal, state or local law. All such discrimination is unlawful and will not be tolerated. Palmetto Charter School is committed to taking all reasonable steps to prevent discrimination from occurring.

Federal and state law defines discrimination as being treated differently because of an employee's membership in a protected category, as listed above. Individuals aware of discrimination against themselves or someone else should report it to the School Principal and/or to a member of Palmetto Charter School's Board of Directors.

Employee/Director's name_____

I have read and am in agreement with the Palmetto Charter School Anti-Discrimination Policy and will abide by the terms of the policy.

Signature _____ Date _____

IV. Attachments

Attachment L



Kelli Douglas was born and raised in Bradenton, Florida. She matriculated through the Manatee County School System where she graduated from Southeast High School in 1994. She is educationally astute, having earned several degrees including a Bachelor of Science in Psychology from the University of Central Florida and a Master of Arts in Curriculum and Instruction/School Psychology from the University of South Florida. Since then, she has served students within the Exceptional Student Education population at both the middle and high school levels beginning in Polk County before deciding to return to the Manatee County area. She is currently an educator with the School District of Manatee County serving the Exceptional Student population of this time she spent thirteen years at Palmetto High School and the last three years as ESE Department Head at Lincoln Memorial Academy. While teaching within the SDMC, she has been actively involved with the student body through coaching varsity girl's basketball, actively serving as faculty sponsor of PHS Bible Club and having an active presence with the Fellowship of Christian Athletes.

She is married to her husband of 20 years, Pastor Deondrick Douglas, and serves alongside him as Executive Pastor and Youth Ministry Leader for Champions Life International Church in Ruskin, Florida. They have two wonderful boys, Jacob (14yrs) who completed his primary education at Rowlett Academy and Channing (6yrs) who attends 1st grade at Palmetto Charter School. Kelli along with her family proudly serve their local communities of both Manatee and Hillsborough counties.

biggers4412@gmail.com

941-812-1719

Palmetto, FL 34221

Michelle Biggers

Skills

- Airway Management
- Pain Management
- Patient Condition Monitoring
- Safety Protocols
- Adaptability and Flexibility
- Clear Patient Communication
- Discharge Teaching
- eMAR Documentation

Education And Training

04/2011

Bachelor Of Science:
Nursing
University Of North Florida
Jacksonville, FL

- Graduated cum laude
- Member of Phi Eta Sigma Honor Society

04/2006

Bachelor Of Science:
Marketing
Florida State University
Tallahassee, FL

- Graduated cum laude
- Marketing Director for FSU Homecoming 2004
- London, England-Studies Abroad Program, Summer 2005
- Member of Gamma Phi Beta Sorority
- Member of The National Society of Collegiate Scholars

Summary

As an accomplished nursing professional, I bring a wealth of clinical expertise and a proven leadership track record to the table. My experience at thriving under pressure and adapting to evolving situations and challenges sets me apart. With a strong proficiency in patient monitoring and collaborating with multidisciplinary teams, I am committed to optimizing patient care outcomes.

Experience

Manatee Surgical Center - Registered Nurse, PACU
Bradenton , FL
01/2015 - Current

- Assessed patients' post-operative physical condition, including vital signs and oxygen saturation levels.
- Provided patient education regarding recovery process and pain management techniques.
- Performed dressing changes and administered medications as prescribed by physicians.
- Maintained a safe environment for patients by adhering to established policies and procedures.

All Children's Hospital - Registered Nurse, PICU
St. Petersburg, FL
07/2011 - 12/2014

- Administered intravenous fluids, medications, and blood products as ordered by physicians.
- Provided direct care to pediatric patients with complex medical needs.
- Performed physical assessments including vital signs monitoring.
- Collaborated with multidisciplinary team members to coordinate quality patient care.
- Monitored clinical outcomes for pediatric patients in critical condition.
- Provided emotional support to children and their family members during difficult times.

Wells Fargo Financial - Credit Manager
Saint Augustine, FL
11/2006 - 08/2008

Some College (No Degree):
Nursing
Florida Community College At Jacksonville
Jacksonville, FL

- Completed nursing prerequisites

- Accountable for generating sales of financial products including personal loans, real estate loans, and auto loans.
- Approached customers and engaged in conversation through use of effective interpersonal and people skills.
- Assessed customer creditworthiness based on financial reports, payment histories and other sources of information.
- Assisted external auditors by providing requested documentation pertaining to customer accounts.

Certifications

- Basic Life Support
- Pediatric Advanced Life Support
- Advanced Cardiac Life Support

CARLY J. LAMBERT

carlylyn@hotmail.com
2214 7th Street West
Palmetto, Florida 34221
(941) 737-7511

EDUCATION:

University of Florida Levin College of Law — Gainesville, Florida
Juris Doctor, May 2006
GPA 3.3
Moot Court Team, Special Events Vice-Chair
Christian Legal Society
Honors in Appellate Advocacy and Legal Research and Writing
Dean's List

University of Florida — Gainesville, Florida
Bachelor of Arts in English, May 2003
Minor in Business Administration
President's Honor Roll, Fall 2000, Spring 2003
Dean's List, Spring 2000, Spring 2002
National Merit Scholar
University Honors Program
Alpha Delta Pi Sorority

EXPERIENCE:

Hamilton, Price & Marshall, P.A. — **September 2011-Present**
Associate — Bradenton, Florida

- Title Agent with Attorney's Title Insurance Fund
- Handled Residential and Commercial Real Estate Transactions from Contract to Closing
- Prepared and Reviewed Title Commitments and Title Policies
- Prepared, Reviewed, Negotiated Residential and Commercial Lease Agreements and Purchase and Sale Agreements
- Drafted and executed estate planning documents
- Met with clients for estate planning and probate consultations and signings
- Presented at estate planning seminars at local churches and retirement events

Heritage Law Group — **September 2008- 2011**
Associate — Plant City, Florida

- Represented clients at various stages of Construction Litigation
- Litigated construction cases
- Represented creditors in foreclosure proceedings
- Negotiated settlement agreements for my clients
- Appeared at hearings, mediations, etc.
- Drafted and executed wills and other estate planning documents
- Reviewed client's contracts and other business documents

Morrell, Watson & Southwell, P.A. **October 2007- June 2008**
Associate Lakeland, Florida

- Participated in Commercial and Residential Real Estate transactions and litigation
- Represented clients in various Family Law litigation
- Drafted and executed wills and other estate planning documents
- Participated in guardianship proceedings
- Represented clients in general commercial litigation
- Formed LLC's and other business organizations and represented corporate clients

Fowler White Boggs Banker P.A. **August 2006- October 2007**
Real Estate/Land Use Associate Tampa, Florida

- Drafted commercial and residential real estate documents and loan documents
- Worked on large public finance projects including bonds and a Public-Private Partnership
- Drafted condominium and community association documents
- Worked on various real estate litigation issues
- Interacted regularly with sophisticated clients

Fowler White Boggs Banker P.A. **Summer 2005**
Summer Associate Tampa, Florida

- Researched various legal topics and wrote memos for attorneys
- Drafted motions and other legal documents
- Attended depositions, mediations, hearings, and trials
- Participated in the Leadership Fowler White program

Alachua County Public School System **August-December 2003**
Substitute Teacher Gainesville, Florida

- Substitute taught middle school students

University Athletic Association, University of Florida **2000- 2003**
Student Assistant Gainesville, Florida

- Corresponded with student-athletes, coaches, and university administration
- Assisted in the development of the student-athlete handbook
- Collected and compiled student-athlete grade information

Manatee County Tax Collector's Office **June 1996-August 1999**
Office Assistant Bradenton, Florida

- Processed and validated driver's licenses, tag, and title work
- Greeted customers and performed cashier duties

INTERESTS AND COMMUNITY SERVICE:

- Appointed by Governor Rick Scott to two terms on the 12th Circuit Judicial Nominating Commission
- Palmetto Charter School PTO Treasurer
- Palmetto Little League Board Member
- Cotillion Club of Manatee County Board Member
- North River Church Land Acquisition Team
- Hobbies include tennis, traveling, fishing, boating, reading, antique collecting

Zack McClary

Board Candidate

941.518.8478	zackmcclary@gmail.com	Palmetto, FL

Dear Board Members and Staff,

Ahead of meeting each of you next week I wanted to send you a little information on myself. Feel free to call me on the phone number above or send me an email if you have any further questions.

I was born in Gainesville, FL and have lived in Manatee County for the past 20 years. My wife Alice and our two children (Killian and Weldon) have lived in Palmetto for the last 10 years. I attended Middle Georgia College, Georgia Southern, & State College of Florida after high school but did not get finish my degree before going to work in the construction field.

Currently I am a Senior Project Manager with Gilbane Building Company and am overseeing the Palmetto High School renovation project. I have been with Gilbane for 6 years and worked as a project manger with a smaller contractor in Tampa prior. Most of the projects I have worked on since joining Gilbane have been school projects.

About 5 years ago I went through the Leadership Manatee program with the Chamber of Commerce and am in my final year on the Leadership Manatee Alumni Board. Additionally, I sit on the Manatee Education Foundation Board. Both positions give me opportunities to support the community and our local schools, teachers, and students through volunteering and donating.

Outside of work I enjoy spending time with my family. I love listening to my daughter play piano or watching my son play soccer. We go on walks or bike rides together at Emerson Point, mostly in the winter. My wife Alice and I own a salon here in Palmetto where she works and occasionally I get to work on a few renovation, repair, or maintenance projects for her.

In closing, I am excited for an opportunity to work with the PCS team to maintain the high academic standards that have been established. I hope to bring experience that will benefit the school students and staff for many years.

Sincerely,

Zack McClary

EVAN R. GUIDO

CRD# 4418691

Currently employed by and registered with the following Firm(s):

AVANTAX PLANNING PARTNERS, INC.
6260 Lake Osprey Drive
Lakewood Ranch, FL 34240
CRD# 106237
Registered with this firm since: 06/30/2021

AVANTAX ADVISORY SERVICES
6260 Lake Osprey Drive
Lakewood Ranch, FL 34240
CRD# 104556
Registered with this firm since: 11/15/2018

AVANTAX INVESTMENT SERVICES, INC.
6260 Lake Osprey Dr
Lakewood Ranch, FL 34240
CRD# 13686
Registered with this firm since: 11/12/2018

Report Summary for this Broker

This report summary provides an overview of the broker's professional background and conduct. Additional information can be found in the detailed report.

Broker Qualifications

This broker is registered with:

- 1 Self-Regulatory Organization
- 41 U.S. states and territories

This broker has passed:

- 0 Principal/Supervisory Exams
- 3 General Industry/Product Exams
- 2 State Securities Law Exams

Registration History

This broker was previously registered with the following securities firm(s):

ROBERT W. BAIRD & CO. INCORPORATED
CRD# 8158
MILWAUKEE, WI
04/2007 - 11/2018

ROBERT W. BAIRD & CO. INCORPORATED
CRD# 8158
SARASOTA, FL
03/2007 - 11/2018

RAYMOND JAMES & ASSOCIATES, INC.
CRD# 705
ST. PETERSBURG, FL
03/2005 - 03/2007

Disclosure Events

All individuals registered to sell securities or provide investment advice are required to disclose customer complaints and arbitrations, regulatory actions, employment terminations, bankruptcy filings, and criminal or civil judicial proceedings.

Are there events disclosed about this broker? **No**

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DR. MICHAEL MEARS

EDUCATION

Graduate of Northeast High School, St. Petersburg, FL

A.A. Degree, St. Petersburg Junior College

B.S. Degree in Mathematics, The Florida State University

M.S. Degree in Mathematics, University of Kentucky

Ph. D. in Curriculum and Instruction, University of South Florida

WORK EXPERIENCE

Worked Full-Time at Manatee Junior College/Manatee Community College/State College of Florida (the college had three different names over the 37 years I was there) from 1979-2016

Positions Included:

Full-time Faculty in Mathematics

Department Chair, Mathematics and Natural Sciences

Department Chair, Mathematics, Natural and Computer Sciences

Division Chair/Director, Mathematics, Science, Technology and Business

Associate Dean of Instruction

Dean of Instruction

Vice President, Academic Affairs

Vice President, Baccalaureate Programs, and Campus Provost

Vice President, Strategic Initiatives

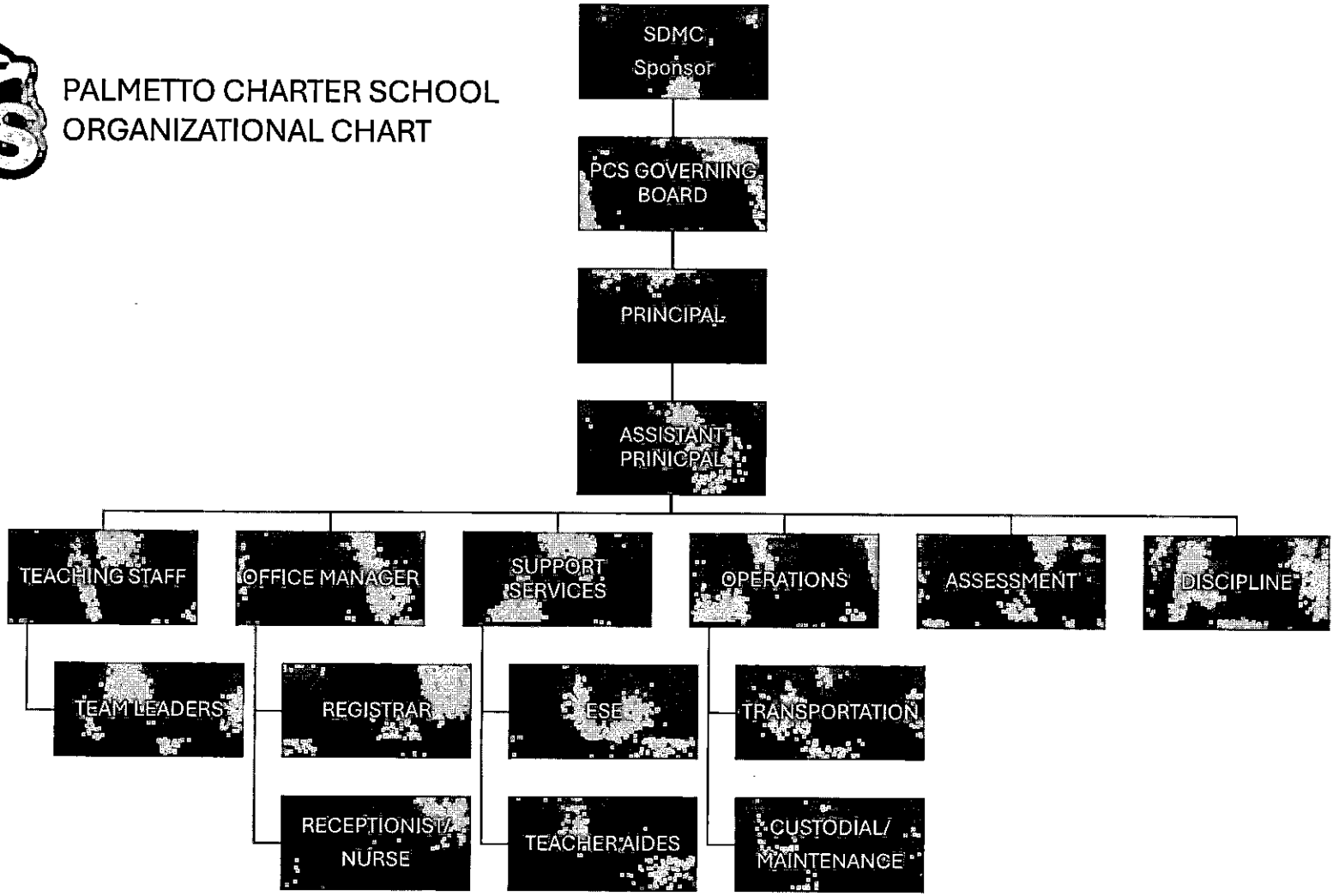
COMMUNITY INVOLVEMENT

Recently I was on the Board of Realize Bradenton and the American Cancer Society. Currently, I am a member of the Board of Palmetto Charter School, where I currently am Chair.

IV. Attachments

Attachment M

PALMETTO CHARTER SCHOOL ORGANIZATIONAL CHART



IV. Attachments

Attachment N

Principal

Description

The School Principal will serve as the educational leader, responsible for managing the policies, regulations and procedures established by the Board of Directors to ensure that all students are afforded an excellent education in a safe, nurturing, environment. Achieving academic excellence requires the school Principal work collaboratively to direct and nurture all members of the school staff and to communicate effectively with parents. Inherent in the position are the responsibilities for scheduling, curriculum development, extracurricular activities, personnel management, emergency procedures, and facility operations.

Accountability

The School Principal will be accountable to the Board of Directors.

Responsibilities

Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior.

Manage, evaluate and supervise effective and clear procedures for the operation and functioning of the school consistent with the philosophy, mission, values and goals of the school including instructional programs, extracurricular activities, and discipline systems to ensure safe and orderly climate, building maintenance, program evaluation, personnel management, office operations and emergency procedures.

Ensure compliance with all laws, Board policies and civil regulations.

Establish the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.

Supervise the instructional programs of the school, evaluating lesson plans and observing classes on a regular basis to encourage the use of a variety of effective instructional methods.

Work with school staff to establish procedures for evaluation and selection of instructional materials and equipment.

Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the school. Ensure a safe, orderly environment that encourages students to take responsibility for behavior and creates high morale among staff and students. File all required reports regarding violence, vandalism, attendance and discipline matters.

Establish a professional rapport with students and with staff that has their respect. Display the highest ethical and professional behavior and standards when working with students, parents and school personnel. Serve as a role model for students, dressing professionally, demonstrating the importance and relevance of learning, accepting responsibility, and demonstrating pride in the education profession. Encourage all teachers to do the same.

Maintain a good relationship with the Board, keeping them apprised of all important issues related to the school.

Keep the staff informed and seek ideas for the improvement of the school. Conduct meetings, as necessary, for the proper functioning of the school.

Establish and maintain an effective inventory system for all school supplies, materials and equipment.

Establish procedures that create and maintain attractive, organized, functional, healthy, clean, and safe facilities, with proper attention to the visual, acoustic and temperature.

Assume responsibility for the health, safety, and welfare of students, employees and visitors.

Develop clearly understood procedures and provide regular drills for emergencies and disasters.

Maintain a master schedule to be posted for all teachers.

Establish schedules and procedures for the supervision of students in non-classroom areas (including before and after school).

Maintain visibility with students, teachers, parents and the Board.

Recognize overt indicators of student distress or abuse and take appropriate action based on school procedures and law.

Communicate regularly with parents, seeking their support and advice, so as to create a cooperative relationship to support the student in the school.

Use effective presentation skills when addressing students, staff, parents, and the community including appropriate vocabulary and examples, clear and legible visuals, and articulate and audible speech.

Use excellent written and oral English skills when communicating with students, parents and teachers.

Establish procedures for safe storing and integrity of all public and confidential school records. Ensure that student records are complete and current.

Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines.

Organize and supervise procedures for identifying and addressing special needs of students including health-related concerns, and physical and emotional needs.

Supervise the exclusion from school of any pupil who shows departure from normal health, who has been exposed to a communicable disease, or whose presence may be detrimental to the health and cleanliness of other pupils. Assure that excluded pupil's parents or guardian is apprised of the reasons for exclusion from sponsored functions.

Demonstrate the character qualities of enthusiasm, courtesy, flexibility, hard work, integrity, gratitude, kindness, honor, self-control, perseverance, and punctuality.

Meet everyday stress with emotional stability, objectivity, and optimism.

Perform any duties that are within the scope of employment and certifications, as assigned by the Board and not otherwise prohibited by law.

JACOB D. DURRANCE

941-773-6069
Jdurrance18@gmail.com

EDUCATION

M.Ed., Educational Leadership (Aug. 2018)
M.A.T., Secondary Social Studies (Dec. 2013)
B.A., History (Dec. 2008)
UNIVERSITY OF SOUTH FLORIDA, Tampa & Sarasota, FL

CONTINUING EDUCATION

Ed.D., Educational Leadership (Expected 2026)
All coursework completed – currently in dissertation hours
FLORIDA SOUTHERN COLLEGE, Lakeland, FL

CERTIFICATIONS

Florida Department of Education Expires: 06/30/2028

- Educational Leadership, Social Sciences 6-12, Middle Grades Integrated 5-9

PROFESSIONAL EXPERIENCE

Palmetto Charter School, Palmetto, FL (August 2020 – present)

***Principal* (2024 – Present)**

- Visionary and Missionary Leadership (Cultivate and sustain effective school culture, mission, and vision)
- Financial Management (Oversee financial aspects of school operation)
- Instructional Leadership (Oversee evaluations, professional development, instructional practices, instructional systems, and evaluate program effectiveness)
- Organizational Leadership (Oversee operational aspects of charter school, team decision making, leadership development and mentoring, communication to school community, collaboration with School Board of Directors, School Safety)

***Assistant Principal* (2020 – 2024)**

- Instructional Leadership (Oversee evaluations, professional development, instructional practices)
- Organizational Leadership (Oversee operational aspects of charter school, team decision making, leadership development and mentoring, communication to school community)
- Oversee school safety (create and implement plans, ensure monthly drills, TAT team leader)
- Oversee grants (ESSER I, II, III, Title II, Title IV, Safety and Security, IDEA Flow Through, etc.)
- Assessment Coordinator (plan, coordinate, and conduct Florida Standardized Assessments)

Dean & Social Studies Teacher

- Dean of Students 2018 – 2020
- Grades 6-8 – World History, Civics, and American History 2010 – 2012, 2016 – 2020
- Computer Education grades K-8 2014 – 2016

Palmetto High School, Palmetto, FL (August 2012 – June 2014)

Social Studies Teacher

- Instructed grades 10-11 – World History, AICE Thinking Skills (AICE Cambridge program)
- Assistant Boys Varsity Basketball Coach

LEADERSHIP ACTIVITIES

- Palmetto Charter Builders Club Co-Founding Sponsor (2020 – 2022)
- Palmetto Little League Vice President (2020 – Present)
- School District of Manatee County Aspiring Leadership Program (2019)
- Palmetto Charter School Middle School Lead Teacher (2015 – 2020)
- Palmetto High School Key Club Faculty Advisor (2013 – 2014)
- Palmetto Charter School Student Council Faculty Sponsor (2010 – 2012)

PROFESSIONAL AFFILIATIONS

Education Law Association (ELA)

- Presented Annual Conference Nov. 2020 – *The Legal Intricacies of Leading Public Schools During a Pandemic*
- Presented Annual Conference Nov. 2019 - *Blaine Amendments: Just Another Brick in the Wall?*
- Presented Annual Conference Nov. 2018 - *Religion and Public Schools: The meaning of the Johnson and Blaine Amendments in the future of religious practices in public schools*
- Presented Annual Conference Nov. 2017 – *President Trump and Secretary Devos: Religion and Law in Public Schools*

HONORS AND AWARDS

Palmetto Charter School

- Teacher of the Year – selected by peers (2017 – 2018)
- Parent Selection Award (2010 – 2011, 2016 – 2017, 2018 – 2019, 2019 – 2020)
- Coach of the Year (2015 – 2016)

REFERENCES

Professional

- Brian Bustle, Founding Principal (Retired), Palmetto Charter School, 941-723-3711
- Dr. Michael Mears – Board Chair, Palmetto Charter School
- Teri Council, Office Manager, Palmetto Charter School

Personal

- Dustin Robinson, Assistant Principal, Hillsborough County Schools, 813-376-9855
- Daniel Giles, 941-545-4608

IV. Attachments

Attachment P

Assistant Principal

Description

The Assistant Principal will have the responsibility of aiding the Principal in the performance of administrative duties. Therefore, the Assistant Principal will be required to perform delegated tasks, which fall under the Principal's "Responsibilities" listed below. Further, it shall be the responsibility of the Assistant Principal to develop a good working relationship with the Principal and all school staff, and to be a positive representative of the school.

Accountability

The Assistant Principal will be accountable to the Principal and the Board of Directors.

Responsibilities

Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior.

Manage, evaluate and supervise effective and clear procedures for the operation and functioning of the school consistent with the philosophy, mission, values and goals of the school including instructional programs, extracurricular activities, and discipline systems to ensure safe and orderly climate, building maintenance, program evaluation, personnel management, office operations and emergency procedures.

Ensure compliance with all laws, Board policies and civil regulations.

Establish the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.

Supervise the instructional programs of the school, evaluating lesson plans and observing classes on a regular basis to encourage the use of a variety of effective instructional methods.

Work with school staff to establish procedures for evaluation and selection of instructional materials and equipment.

Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the school. Ensure a safe, orderly environment that encourages students to take responsibility for behavior and creates high morale among staff and students. File all required reports regarding violence, vandalism, attendance and discipline matters.

Establish a professional rapport with students and with staff that has their respect. Display the highest ethical and professional behavior and standards when working with students, parents and school personnel. Serve as a role model for students, dressing professionally, demonstrating the importance and relevance of learning, accepting responsibility, and demonstrating pride in the education profession. Encourage all teachers to do the same.

Maintain a good relationship with the Board, keeping them apprised of all important issues related to the school.

Keep the staff informed and seek ideas for the improvement of the school. Conduct meetings, as necessary, for the proper functioning of the school.

Establish and maintain an effective inventory system for all school supplies, materials and equipment.

Establish procedures that create and maintain attractive, organized, functional, healthy, clean, and safe facilities, with proper attention to the visual, acoustic and temperature.

Assume responsibility for the health, safety, and welfare of students, employees and visitors.

Develop clearly understood procedures and provide regular drills for emergencies and disasters.

Maintain a master schedule to be posted for all teachers.

Establish schedules and procedures for the supervision of students in non-classroom areas (including before and after school).

Maintain visibility with students, teachers, parents and the Board.

Recognize overt indicators of student distress or abuse and take appropriate action based on school procedures and law.

Communicate regularly with parents, seeking their support and advice, so as to create a cooperative relationship to support the student in the school.

Use effective presentation skills when addressing students, staff, parents, and the community including appropriate vocabulary and examples, clear and legible visuals, and articulate and audible speech.

Use excellent written and oral English skills when communicating with students, parents and teachers.

Establish procedures for safe storing and integrity of all public and confidential school records. Ensure that student records are complete and current.

Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines.

Organize and supervise procedures for identifying and addressing special needs of students including health-related concerns, and physical and emotional needs.

Supervise the exclusion from school of any pupil who shows departure from normal health, who has been exposed to a communicable disease, or whose presence may be detrimental to the health and cleanliness of other pupils. Assure that excluded pupil's parents or guardian is apprised of the reasons for exclusion from sponsored functions.

Demonstrate the character qualities of enthusiasm, courtesy, flexibility, hard work, integrity, gratitude, kindness, honor, self-control, perseverance, and punctuality.

Meet everyday stress with emotional stability, objectivity, and optimism.

Perform any duties that are within the scope of employment and certifications, as assigned by the Principal and not otherwise prohibited by law.

IV. Attachments

Attachment Q

Teacher

Description

The teacher shall create a superior classroom environment that will enable students to learn attitudes, skills, and subject matter to foster their development of hard work, honor, self-discipline and community involvement with the purpose of preparing them for academic and social success, in high school and beyond.

Accountability

The Teacher will be accountable to the Principal and Assistant Principal.

Responsibilities

Reflect the mission and purpose of the school throughout the curriculum and activities.

Cooperate with the Board of Directors and administration in implementing all policies, procedures and directives governing the operation of the school.

Teach classes as assigned following prescribed scope and sequence as scheduled by the administration.

Perform administrative duties such as assisting in the school library, hallways, playground, cafeteria, and arrival / dismissal loading and unloading, or any other duties assigned by the administration.

Enforce administration policies and rules governing students.

Establish and enforce rules for behavior and procedures for maintaining order among the students in the classroom and on the school premises.

Demonstrate knowledge and understanding of subject matter content.

Prepare lesson plans for assigned classes, and show documented evidence (written or electronic) of preparation upon request of immediate supervisors.

Plan a program of study that, as much as possible, meets the individual needs, interests, and abilities of the students, challenging each to do his / her best work.

Utilize valid teaching techniques to achieve curriculum goals within the framework of the school's philosophy.

Plan and conduct activities for a balanced program of instruction, demonstration, and work time that provides students with opportunities to observe, question, and investigate.

Establish clear objectives for all lessons, units, and projects, and communicate those objectives to students.

Employ a variety of instructional aids, methods, and materials that will provide for creative teaching to reach the whole child: mental, physical, social, and emotional.

Use computers, available multi-media technology, audiovisual aids, and other equipment and materials to supplement lessons and meet the needs of students.

Plan through approved channels the balanced classroom use of field trips, guest speakers, and other media.

Use homework effectively for drill, review, enrichment, or project work.

Prepare and implement remedial programs for students requiring extra help.

Apply appropriate instructional modification for students with special needs.

Prepare students for later grades by encouraging them to explore learning opportunities and to persevere with challenging tasks.

Assess the learning of students on a regular basis and provide progress reports as required.

Administer standardized ability and achievement tests, and interpret results to determine student strengths and areas of need.

Establish appropriate testing environment and test security.

Maintain regular and accurate attendance and grade records to meet the demands for comprehensive knowledge of each student's progress.

Keep students, parents, and the administration adequately informed of progress or deficiencies and give sufficient notice of failure.

Confer with parents or guardians, teachers, counselors, and administrators in order to resolve students' behavioral and academic problems.

Maintain confidentiality in compliance of all laws regarding student privacy related to behavior, achievement and records.

Recognize overt indicators of student distress or abuse and take appropriate action based on school procedures and law.

Prepare adequate information, including daily schedules, seating charts, classroom rules & consequences, class lists, lesson plans and materials for a substitute teacher.

Supervise, evaluate, and plan assignments for teacher assistants and volunteers.

Communicate effectively, both orally and in writing, with other professionals, students, parents and the community.

Model professional and ethical conduct when dealing with students, peers, parents, and the community.

Maintain a personal appearance that is a role model of cleanliness, modesty, good taste, and in agreement with school policy.

Demonstrate the character qualities of enthusiasm, courtesy, flexibility, hard work, integrity, gratitude, kindness, honor, self-control, perseverance, and punctuality.

Meet everyday stress with emotional stability, objectivity, and optimism.

Recognize the need to good public relations. Represent the school in a favorable and professional manner to the school's constituency and the general public.

Develop and maintain rapport with the students, parents, and staff by treating others with friendliness, dignity, respect, and consideration.

Know the procedures for dealing with issues of an emergency nature.

Display student work, and routinely change classroom bulletin boards and hallway displays.

Instruct and monitor students in the use and care of equipment and materials, in order to prevent injuries and damage.

Organize, store, issue, label and inventory classroom equipment, furnishings, materials, and supplies.

Immediately report items needing repair/ replacement and any other maintenance issues to the administration.

Maintain a classroom that is clean and neat in appearance.

Assist in maintaining hallways and other areas on campus to keep them clean, neat, and free of debris.

Inform the administration in a timely manner if unable to fulfill any duty assigned.

Attend and participate in scheduled in-service, committee, faculty, and Parent/ Teacher Organization meetings.

Attend and participate in scheduled school-wide events which may or may not be held within "regular" school hours and may or may not be on campus.

Demonstrate support for the school and its goals and priorities.

Perform other tasks consistent with the goals and objectives of this position.

IV. Attachments

Attachment T

GRADE	SEATS AVAILBLE	SEATS FILLED	NUMBER WAITING
Kindergarten	54	53	45
1st Grade	54	54	37
2nd Grade	54	54	19
3rd Grade	54	55	21
4th Grade	66	66	10
5th Grade	44	44	21
6th Grade	44	43	47
7th Grade	44	45	21
8th Grade	44	43	17

IV. Attachments

Attachment V

Church On The Rock and Palmetto Charter School Lease Agreement

FOR AND IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows and will stay in place in perpetuity.

Playgound Access:

It is agreed upon that Palmetto Charter will have daily access to both playgrounds, the outside basketball court, foot bridges, bus loop, and lift stations at a monthly rate of $546.36 (July 1, 2024 – June 30, 2025), with a 3% yearly increase on the previous year's monthly rate.

Playground Maintenance:

It is agreed upon that Palmetto Charter School and Church On The Rock will split the cost (50/50) of any damaged playground equipment, fencing, mulch, or other items necessary to keep the playgrounds functional. This only pertains to the two playgrounds that Palmetto Charter has access to and not the outdoor basketball court.

Lift Stations and Bus Loop:

It is agreed upon that Palmetto Charter and Church On The Rock will split (50/50) the quarterly lift station service fee (currently $315) and any pumping that is needed will be covered by Palmetto Charter School for 10 months (August – May) and Church on the Rock for 2 months (June-July) (currently $400 per 1000 gallons). The maintenance of the lift stations will be split 50/50 which includes hardware, wiring, upgrading on the panel, pump motors, grinders, and other maintence related costs.

If there is a need for an emergency call, Palmetto Charter School agress to pay the charge (currently $500 to pull and de-rag the pump) during the 10 months that school is in session (August – May) and Church On The Rock agrees to pay the emergency charge (currently $500 to pull and de-rag the pump) during the 2 months of summer (June-July).

Palmetto Charter school will have access to the Bus Loop and the road will be maintanined by Palmetto Charter School.

Sanctuary Access:

It is agreed upon that Pametto Charter School will have access to the Church On The Rock Sanctuary for events (i.e., Christmas Programs, Kindergarten Graduation, 5th Grade Graduation, etc.) at a cost of $50 per hour in addition to a charge for personnel, a cleaning fee, and an air condition fee (which will vary depending on the duration of the event), as scheduling permits for both entities.

Parking:

It is agreed upon that Plametto Charter will have access to overflow parking at Church On The Rock for large school functions (i.e., Meet the Teacher, the first 2 days of school, Cross country meets, PTO events, and other school sponored activities, etc.), as scheduling permits for both entities.

Church On The Rock will have access to Palmetto Charter School's Faculty and Staff parking lot during the Manatee County Fair after school hours.

Church On The Rock

_____

Signature - Executive

Date: _____

Palmetto Charter School

_____

Signature - Principal

_____

Singature – PCS Board Chair

Date: _____

IV. Attachments

Attachment X

Palmetto Charter School, Inc
Approved Budget 24-25
Board Meeting: May 15, 2024

458 Students

Account		Current 2024-2025 Budget
	Income	
3240	Title Grants	$ 8,284.00
3271	ESSER Grants	$ 39,500.00
3521	ESE/IDEA Grant	$ 15,734.24
3313	Security/Hardening Grant V	$ 5,484.28
3310	FEFP (Other)	$ 3,091,542.00
	Base Increase 23/24	$ 240,542.00
	22 new students x $8,719	$ 191,818.00
	458 x $240 state increase 24/25	$ 109,920.00
3311	Transportation	$ 37,398.00
3312	Digital Classroom	$ -
3314	HB641 (Teacher Increases)	$ 139,497.00
3316	Mental Health	$ 24,213.00
3334	Teacher Lead Money	$ 7,798.00
3363	Best & Brightest	$ -
3361	Recognition Funds	$ -
	A+ Award	$ 72,868.00
3397	Capital Outlay	$ 360,520.00
	20% replaces Sales Tax Yr. 2	$ 106,000.00
3411	Millage/Referendum $1,350.05	$ 688,252.57
	23-24 County Adjustments	$ -
3418	Half-Cent Sales Tax	$ -
3431	Interest, Plus Investment Income	$ 42,000.00
3441	Gift - PTO	$ 4,225.00
3442	Gifts - Individuals	$ 2,500.00
3443	Gifts - Business	$ 2,300.00
3471	Giving Challenge	$ -
	Attorney Fees from Insurance Claim	$ -
3511	Income - After School Sports	$ 15,650.00
3512	Income - Field Trips	$ 10,000.00
3513	Income - Yearbooks	$ 3,500.00
3514	Income - D.C. Trip	$ 58,669.00
3515	Income - Scholastic Book Fair	$ 6,979.00
3516	Income - Library	$ 100.00
3517	Income - Beta Club	$ 8,690.00
3518	Income - News Crew	$ 360.00
3519	Other - Misc. Income	$ 10,000.00
3525	Network for Good	$ -
3526	Income - Odyssey of the Mind	$ 171.00
3527	Income - Builders Club	$ 1,400.00
	Total Income	**$ 5,305,915.09**

EXPENSES

Account	Expenses	Current 2024-2025 Budget
4110	Administrators	$ 288,500.00
4120	Teachers	$ 1,629,055.37
	Teachers HB641	$ 139,497.00
4122	A+ Bonus Checks	$ 74,860.00
4150	Aides	$ 101,378.10
4160	Other Support Personel	$ 69,079.25
4318	Guardian	$ 59,585.00
4750	Temporary Personel (Subs)	$ 35,000.00
*5101	ESE Teachers	$ 325,688.00
5500	Other Instruction/Tutoring	$ -
6120	Guidance Services	
7920	Custodial Costs	$ 67,330.00
7731	Stipend-Coaching	$ 16,430.00
7732	Stipend-Grants	$ -
7801	Bus Driver Wages	$ 22,550.00
4210	Retirement 24-25 13.63%	$ 385,733.00
4220	ER Social Securtiy	$ 220,000.00
4231	Life Insurance Staff	$ 5,095.00
4232	Health Insurance	$ 150,591.00
4234	H.S.A. Contributions	$ 890.00
4240	Worker's Compensation	$ 12,646.00
4250	Unemployment Comp.	$ 1,300.00
4310	Professional & Technical Services	$ 3,000.00
4311	Accounting & Auditing	$ 54,387.00
4312	Attorney Fees	$ 25,000.00
4313	Banking Fees	$ 3,500.00
4314	Fire Inspection	$ 3,135.00
4315	Alarm Monitoring	$ 3,205.00
4316	Security Storage	$ 2,135.00
4317	Computer Consulting	$ 50,500.00
4320	Insurance & Bonds	$ 153,572.61
4233	Accident Insurance/Students	$ 1,895.00
4321	Bus Insurance	$ 9,303.00
4330	Travel	$ 1,750.00
4350	Repairs & Maintenance	$ 110,439.00
4361	Lease-Building	$ 7,599.00
4362	Rent-Copiers	$ -
4364	Rent-Raptor I.D.s	$ -
4370	Telephone	$ 2,507.00
4372	Postage	$ 750.00
4381	Water & Sewer	$ 10,302.00
4383	Garbage	$ 4,630.00
4384	Internet	$ 13,257.00
4391	Printing	$ 17,300.00
4392	Pest Control	$ 2,800.00
4393	Fingerprinting	$ 1,000.00
4430	Electricity	$ 62,000.00
4450	Bus Parts/R&M	$ 11,300.00
4460	Bus Diesel Fuel	$ 6,500.00

4511	Office Supplies-Consumable	$	7,987.00
4512	Janitorial Supplies	$	18,500.00
4513	Cafeteria Supplies	$	3,058.00
4514	ESE Materials-Consumable	$	1,000.00
4515	ELL Materials-Consumable	$	-
4516	Teacher Lead Money	$	7,798.00
4520	Textbooks	$	7,000.00
4530	Periodicals	$	50.00
4630	Building & Fixed Equipment	$	5,000.00
4641	Capitalized Furn., Fix., & Equip.	$	29,000.00
4642	Non-Capitalized FF&E	$	18,000.00
4643	Capitalized Computer Equip.	$	40,000.00
4644	Non-Capitalized Computer	$	7,500.00
4651	Buses	$	-
4691	Capitalized Software	$	12,000.00
4692	Non-Capitalized Software	$	18,510.00
4730	Dues & Fees	$	1,675.00
4790	Misc. Expenses	$	24,000.00
4791	After-School Sports Exp.	$	14,055.00
4792	Field Trips Exp.	$	8,425.00
4793	Yearbook Exp.	$	2,450.00
4794	D.C. Trip Exp.	$	49,500.00
4795	Scholastic Book Fair Exp.	$	6,035.00
4796	Library Supplies	$	5,094.00
4797	Beta Club	$	8,950.00
4798	News Crew	$	375.00
4799	District Processing Fees	$	40,800.00
5102	ELL Contracted Services	$	-
5103	Remediation Program	$	1,200.00
5200	Exceptional Program	$	1,200.00
6120	Guidance Services	$	-
6140	Psycological Services	$	-
6200	Instructional Media	$	-
6300	Instructional & Curriculum	$	75,000.00
6301	Testing Costs	$	1,000.00
6400	Instructional Staff	$	7,065.00
7400	Facilities Acquisition & Improvement	$	157,925.00 *
7600	Food Services	$	16,500.00
9200	Mortgage Interest 1st Mortgage	$	256,000.00
4781	Depreciation - Instruction	$	255,500.00
4782	Depreciation - Administration	$	42,000.00
4783	Depreciation - Operating	$	52,500.00
4789	Amortization	$	-
	Total Expenses	**$**	**5,369,626.33**

			Current
	Existing Budget Income	$	5,305,915.09
	Existing Budget Expenses	$	5,369,626.33
June '25	Projected Profit/(Loss)	$	(63,711.24)

*Construction in progress with our Board approval that we will use reserve funds to complete the project

PALMETTO CHARTER SCHOOL, INC.
STATEMENT OF CHANGES IN CASH

30-Sep-24

CASH BALANCES BEGINNING OF PERIOD	
AMERIS - MONEY MARKET	$1,642,068.72
AMERIS - OPERATING	$350,165.67
AMERIS- CONSTRUCTION	$10,000.00
PETTY CASH	$300.00
NORTHWEST MUTUAL MONEY MARKET	$2,731.48
NORTHWEST MUTUAL INVESTMENTS	$125,299.40
	$ 2,130,565.27
EXCESS OF RECEIPTS OVER /(UNDER) EXPENDITURES	
RECEIPTS	$ 410,166.80
EXPENDITURES	$ (421,503.74)
DEPRECIATION	$ 33,050.00
	$ 21,713.06
CHANGES IN CURRENT LIABILITIES - INCREASE/(DECREASE)	$ 174.53
CHANGES IN L/T DEBT- INCREASE/(DECREASE)	$ (14,579.43)
CHANGES IN CURRENT ASSETS - (INCREASE)/DECREASE	$ 49,285.74
	$ 34,880.84
CASH BALANCE SEPTEMBER 30, 2024	$ 2,187,159.17
DETAIL OF CASH BALANCES SEPTEMBER 30, 2024	
AMERIS - MONEY MARKET	$ 1,873,227.57
AMERIS - OPERATING	$ 170,082.55
AMERIS - CONSTRUCTION	$ 10,000.00
PETTY CASH	$ 300.00
NORTHWEST MUTUAL-MONEY MARKET	$ 2,280.83
NORTHWEST MUTUAL-INVESTMENTS	$ 131,268.22
	$2,187,159.17

"READ ACCOUNTANT'S COMPILATION REPORT"
TODAY'S ACCOUNTING KONCEPTS

V. Appendices

Appendices A

Social and Academic Learning Study on the Contribution of the *Responsive Classroom*® Approach

Sara E. Rimm-Kaufman

Associate Professor of Education

CURRY SCHOOL OF EDUCATION AND CENTER FOR ADVANCED STUDY OF TEACHING AND LEARNING

UNIVERSITY OF VIRGINIA

October 2006

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Social and Academic Learning Study on the Contribution of the *Responsive Classroom*® Approach

SARA E. RIMM-KAUFMAN
Associate Professor of Education, Curry School of Education and Center for Advanced Study of Teaching and Learning

UNIVERSITY OF VIRGINIA

OCTOBER 2006

The elementary school years are critically important for children. During those years, the stage is set for later learning and future success as contributing members of adult society. As an educational researcher, I am keenly interested in how teachers' classroom practices influence children's learning during those important first years of school. Intuitively, many educators know that the practices that teachers use are important for fostering children's academic and social growth. But knowing intuitively that an educational intervention should work is different from pointing to scientific data showing that it does work.

Wanting to contribute to such data, I turned my attention to the *Responsive Classroom* approach. This educational intervention uses developmentally appropriate teaching practices along with many techniques to integrate social and academic learning in the classroom. Thus, the approach includes elements that intuition tells us help children learn at their best. The question was whether this intuition could be backed up by scientific research.

In 1999, Northeast Foundation for Children, the developer of the approach, received sponsorship from the DuBarry Foundation for a scientific study looking at how the *Responsive Classroom* approach affects children's academic and social skills. The research proposal I wrote with my colleagues was accepted by an independent research-review board. In school year 2001–02, my team and I began our three-year Social and Academic Learning Study.

Our research found a link between the *Responsive Classroom* approach and improved student learning. Children whose teachers and schools used the approach had higher scores on math and reading tests. Further, teachers using the approach felt more effective, had a greater sense of closeness with their students, and used more high-quality instructional practices than other teachers. These findings should help districts make a more informed choice when evaluating educational initiatives for their students.

Collecting research data on the effectiveness of educational approaches has always been important, but it is particularly critical in the age of *No Child Left Behind*. In addition to requiring teacher and school accountability in the form of improved student scores on standardized tests, this law strongly recommends that school districts select educational programs for which claims of effectiveness are substantiated by rigorous scientific research. Regardless, then, of how educators feel about *No Child Left Behind*—and I am aware of the constraints and stresses teachers and

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students are feeling under this legislation—the fact is that research data are more vital than ever to school districts in their process of choosing appropriate programs for their students.

For myself personally, after analyzing the substantial data from our study, I have come to appreciate the value of the *Responsive Classroom* approach for nurturing children's academic and social growth. More research is needed before we can say conclusively that the approach works. But the evidence looks highly promising so far.

In the following pages, I give some background on the *Responsive Classroom* approach and then describe our research methods and findings.

About the Responsive Classroom Approach

The *Responsive Classroom* approach is a practical way of teaching that integrates social and academic learning. The goal is to help children thrive academically, socially, and emotionally.

The approach got its start in 1981, when several classroom teachers formed Northeast Foundation for Children (NEFC) to explore ideas for teaching academic and social skills in an integrated way throughout the school day. Not only do children learn better through social interaction than alone, but social skills, these teachers believed, are essential to academic learning: Only when children know how to manage themselves and their interactions with others are they free to focus on the academic challenges that lie ahead of them. School then becomes a safe and productive learning community in which children willingly invest their trust and their energies.

The ideas developed by NEFC became the *Responsive Classroom* approach. Over the years, the approach has been refined on the basis of further collaboration with classroom teachers, continuous learning about children, and the evolving landscape of U.S. education.

The *Responsive Classroom* approach rests on several principles (Northeast Foundation for Children 2006) grounded in education theory and developmental science (see, for example, Zins, Bloodworth, Weissberg, and Walberg 2004)

* The social and academic curricula are equally important.
* How children learn is as important as what they learn.
* Social interaction facilitates cognitive growth.
* Children need to learn cooperation, assertion, responsibility, empathy, and self-control if they are to be successful socially and academically.
* Knowing children individually, culturally, and developmentally is essential to good teaching.
* Knowing children's families is essential to good teaching.
* The working relationships among adults in school are critically important to how well children learn.

These *Responsive Classroom* principles give rise to several specific teaching practices, including these (Northeast Foundation for Children 2006):

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* Holding a daily Morning Meeting to create a sense of community and provide children with opportunities to practice academic and prosocial skills

* Using an approach to devising and reinforcing rules that is developmentally and individually relevant to the child and teaches responsibility and self-control

* Organizing classrooms in ways that foster social interaction, independence, and productive learning

* Forming school/home partnerships in which teachers invite parents to share their knowledge of their child, keep them informed about what's happening in school, and welcome their presence in the classroom

* Introducing classroom materials through Guided Discovery, a format that encourages children's excitement about learning and teaches care of materials

* Using Academic Choice, an instructional approach that motivates children and encourages autonomy by letting them select from among several teacher-offered ways to meet learning goals; children learn a three-stage process of planning, working, and reflecting

* During the first six weeks of school, taking specific steps to create a climate of warmth and safety, teach school routines and behavioral expectations for each of them, introduce school and classroom learning materials and teach students how to use and care for them, and establish expectations for how children will learn together in the days ahead

Early Research on the Responsive Classroom Approach

The first research studies on the contributions of the *Responsive Classroom* approach were conducted in the 1990s by Dr. Stephen Elliott, now a Professor of Special Education at Vanderbilt University's Peabody College of Education.

While a professor in the Educational Psychology Department at the University of Wisconsin, Elliott conducted two one-year studies and a two-year study looking at the contribution of the *Responsive Classroom* approach. All three studies involved children at economically and racially diverse schools.

In the first one-year study, conducted in West Haven, Connecticut (school year 1991–92), Elliott found that students exposed to *Responsive Classroom* practices over the course of a school year generally were perceived to exhibit higher levels of social skills and fewer problem behaviors than those with limited or no exposure (Elliott 1993).

The second one-year study was conducted in Washington, DC, and analyzed information from school year 1993–94. The findings were essentially the same as the West Haven findings: Students who were taught according to *Responsive Classroom* practices did better socially and behaviorally than those who were not (Elliott 1995).

In Springfield, Massachusetts, Elliott conducted a two-year study spanning school years 1996–97 and 1997–98. That study found that students with strong social skills are likely to have strong scores on evaluations such as the Iowa Test of Basic Skills (ITBS). The study also found a correlation over time between social skills improvement and improved ITBS scores.

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Elliott concluded that children in a classroom that promotes the development of social skills will have higher ITBS scores than those in classrooms that do not promote those skills (Elliott 1999).

In all three of these studies, use of *Responsive Classroom* practices was linked to stronger social skills.

Latest Research on the Responsive Classroom Approach: The Social and Academic Learning Study

Funded by a grant from the DuBarry Foundation, the Social and Academic Learning Study involved six schools in a single urban district in Connecticut during the school years from 2001–02 through 2003–04. My colleagues and students (including Brook Sawyer, Robert Pianta, Iris Chiu, Lauren Decker, Karen La Paro, and Laura Brock) and I collaborated to conduct this research. In this section, I describe how my colleagues and I set up and carried out the study and also talk about our findings.

Study Design

One of the major strengths of the Social and Academic Learning Study is that we used a longitudinal design—one in which we studied children and teachers over several complete school years. Built into the *Responsive Classroom* approach is the recognition that social and academic skills typically improve only over time as children are given many opportunities to learn and practice these skills. A longitudinal design, therefore, is the best way for researchers to fully and accurately evaluate the way in which *Responsive Classroom* practices change the classroom environment.

In our study, the teachers were not selected randomly to implement the *Responsive Classroom* approach. Instead, their schools decided on their own to try the approach. This quasi-experimental study design, as it is known, is frequently used in educational research. It is one of the two types of research designs considered appropriate for educational research by *No Child Left Behind.*

Although the findings of properly conducted quasi-experimental studies are considered scientifically rigorous, this type of study design does have important implications for the types of assertions we can make on the basis of our research. Specifically, we can talk about the association between use of the *Responsive Classroom* approach and children's educational outcomes, but we cannot claim for certain that the *Responsive Classroom* approach was the cause of the results we found. Such claims can be made only on the basis of positive findings from randomized, controlled studies—a research design we hope to use in the future to further our evaluation of the *Responsive Classroom* approach.

Study Participants

We selected six schools in the same district to participate in the research. Three schools were considered our intervention schools. They began implementation of the *Responsive Classroom* approach during the first year of our study. Three schools were comparison schools, meaning they were conducting "business as usual" and had not adopted the *Responsive Classroom* approach. On average, the student body of the six schools consisted of approximately 50% minority children, 30% children who spoke English as a second language, and 30% children from poor families. The intervention and comparison schools were comparable in their demographic composition.

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Study Method

Between 2001 and 2004, virtually all teachers at the three schools implementing the *Responsive Classroom* approach attended two week-long institutes (RCI and RCII) taught by certified *Responsive Classroom* trainers. RCI is designed for educators new to the *Responsive Classroom* approach (or who are using some of the strategies) and who have not participated in extensive training at their school. Participants learn basic information about the *Responsive Classroom* principles and practices listed above and about understanding children's developmental stages.

In RCII, educators further their understanding of how to use the basic *Responsive Classroom* components to connect social and academic learning. They also learn new strategies for implementing Academic Choice and helping children solve common classroom problems.

After teachers at the three schools attended the institutes, certified coaches followed up with the teachers to facilitate their classroom implementation of the *Responsive Classroom* approach, and principals committed themselves to the process of implementing *Responsive Classroom* practices throughout their schools.

Teachers at the three comparison schools received no training in the *Responsive Classroom* approach.

We collected our data through standardized test scores, teacher questionnaires, classroom observations, student questionnaires, and teacher and principal interviews.

Findings

The findings from our study offer promising support for the usefulness of the *Responsive Classroom* approach in helping children learn and teachers teach. Here are six key findings, along with brief descriptions of the supporting evidence for each.

Finding 1: Children showed greater increases in reading and math test scores

As measured by test scores, children at schools where the *Responsive Classroom* approach was used showed greater increases in reading and math performance than children at comparison schools. These findings were evident for children exposed to the *Responsive Classroom* approach for two or three years, but not for only one year. Math test scores showed greater gains than reading test scores.

My colleagues and I analyzed test score data (Degree of Reading Power and Math test from the Connecticut Mastery Test) for all the children at the six schools. In that analysis, we examined the contribution of the *Responsive Classroom* approach on three distinct cohorts, or groups, of children. Cohort 1 consisted of children whose performance we tracked for three years spanning third, fourth, and fifth grades. Cohort 2 consisted of children whom we tracked for two years spanning fourth and fifth grades. Cohort 3 consisted of children whom we tracked for one year, the year they attended fifth grade.

Each cohort included between 380 and 520 children. We had baseline data for all of these cohorts from the spring before the school year in which they were taught for the first time by a teacher using the *Responsive Classroom* approach. As we analyzed our data, we used standard

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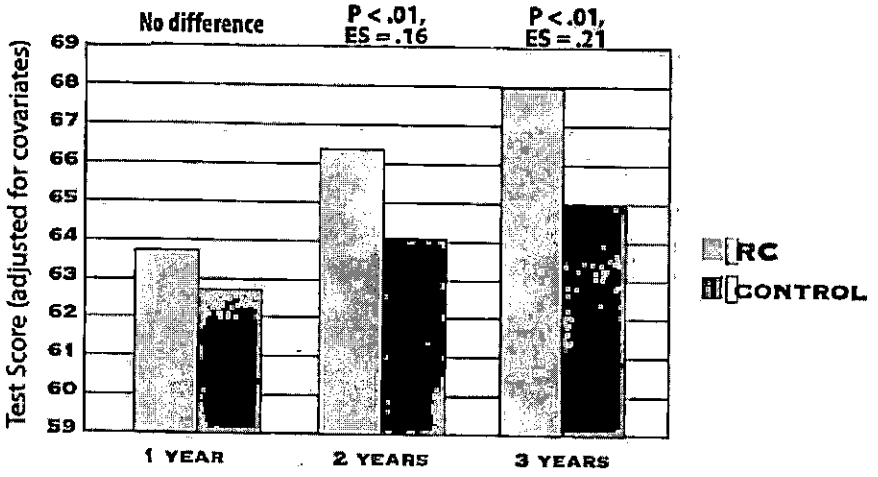

FIGURE 1. *Gains in reading (as measured by the Degrees of Reading Power Test)*

statistical methods to control for (that is, take into account) the effects of children's previous test scores. Controls such as these are commonly used in research because they enhance the predictive power of the analyses. Just as knowing yesterday's weather is the best way to predict today's, knowing children's test scores from the previous year is the best way to accurately predict their test scores for the current year. Controlling for previous test scores, therefore, enables researchers to see if a new teaching method may have contributed to boosting children's test performance beyond what one would have expected.

We also used statistical procedures to take into account whether children were receiving free or reduced-price lunch. Receiving free or reduced-price lunch typically means a family is living in poverty, and a large body of educational research suggests that children living in poverty typically show lower achievement than those who are not. Factoring this into the analysis helped us understand the inclusiveness of the *Responsive Classroom* approach—its ability to improve educational outcomes for all children, regardless of the circumstances governing their home lives.

In relation to reading, our findings showed that children at the schools using the *Responsive Classroom* approach outperformed children at comparison schools on reading tests (see Figure 1). The contribution of the *Responsive Classroom* approach was evident over two- and three-year periods, but not over one year. It's important to note that the size of this effect was small but statistically significant (equal to approximately one-fifth of one standard deviation).

As for mathematics, children at schools where teachers used the *Responsive Classroom* approach showed greater gains over two- and three-year periods than children at comparison schools (see Figure 2). The contribution of the *Responsive Classroom* approach was small to moderate, resulting in gains of between one- and two-fifths of a standard deviation. As with reading, there appeared to be no association between teachers' use of the *Responsive Classroom* approach over a single year and improved academic performance in math.

Many school districts are understandably very concerned about reaching the reading and math goals set by their state. We conducted analyses specifically to see if the *Responsive Classroom* ap-

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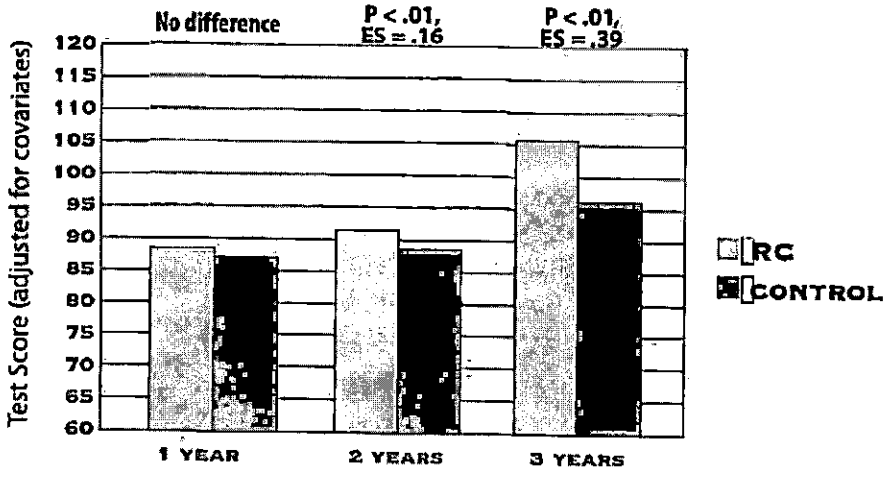

FIGURE 2. *Gains in math (as measured by the Connecticut Mastery Test)*

proach was associated with higher numbers of children reaching state academic goals for reading and math. In Connecticut, the state divides scores into three categories from lowest to highest: remedial, proficient, and goal. The objective is to get as many children achieving at goal levels as possible. For reading, as Figure 3 shows, a greater proportion of children who were taught using the *Responsive Classroom* approach for three years (corresponding to the third, fourth, and fifth grade years) achieved goal levels of performance than did children at comparison schools. Again, these analyses controlled for children's earlier test scores and whether they were receiving free or reduced-price lunch.

For mathematics also, as Figure 4 shows, a greater proportion of children who were taught

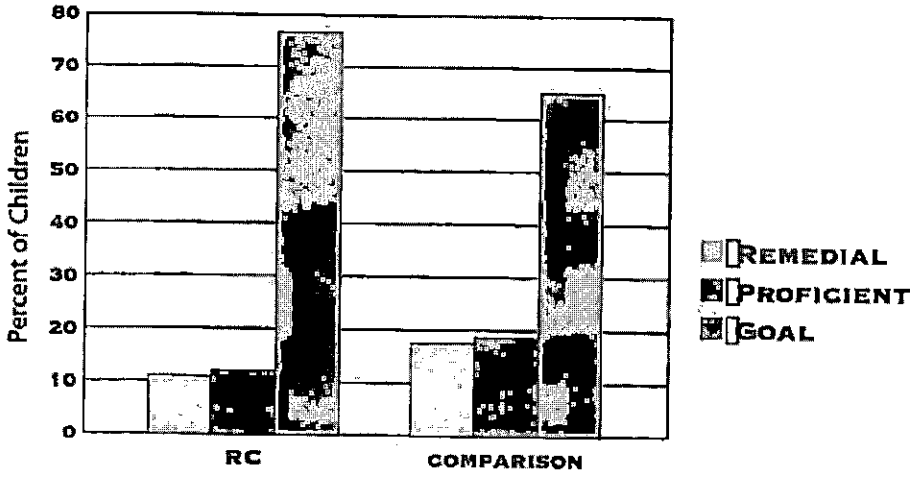

FIGURE 3. *Percent of children reaching remedial, proficient, and goal levels in reading*

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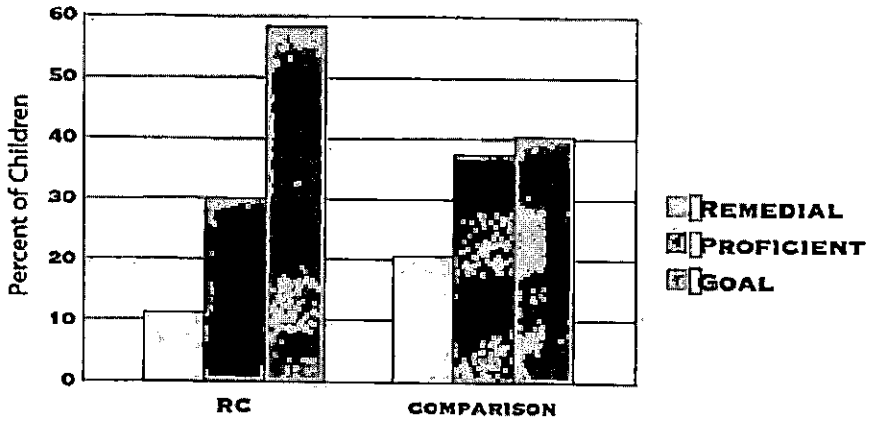

FIGURE 4. *Percent of children reaching remedial, proficient, and goal levels in mathematics*

using the *Responsive Classroom* approach for three years (corresponding to the third, fourth, and fifth grade years) achieved goal levels of performance than did children at comparison schools.

In interpreting these findings, it's important to keep in mind the primary goal of the *Responsive Classroom* approach—to integrate social and academic learning so that children function as respectful members of a community and learn at their best. The contribution of the *Responsive Classroom* approach on academic performance may seem small. However, the magnitude of these findings is exactly comparable to what would be expected from effective interventions designed to target both social and emotional performance (Borman et. al. 2003; Weissberg 2005). Educators often hesitate to use interventions such as the *Responsive Classroom* approach because they feel that such interventions are "at odds" with the need to boost academic performance. Our findings may partially ameliorate this concern. Consistent with theory and research in child development, offering teachers strategies that engage children in learning and developing social and emotional skills appears to be a critical stepping stone on the path toward improving their academic performance.

Taken together, these findings are quite promising. We can say that children taught with the *Responsive Classroom* approach showed greater improvements than those taught with other approaches. That is, the *Responsive Classroom* approach was associated with improved academic performance. In the research world, having data to support such an association is very important as a first step. Because we used a quasi-experimental design, we cannot say for certain that the *Responsive Classroom* approach caused these performance improvements.

Summing Up

Children at schools widely using the *Responsive Classroom* approach performed better in reading and math than children at the comparison schools. The gains were greater over three-year periods than over two-year periods, and greater in math than in reading. We saw no difference in students' test score performance between schools using the *Responsive Classroom* and comparison schools when children had been exposed to *Responsive Classroom* practices for only one year.

Finding 2: Teachers felt more effective and more positive about teaching

During the first year of the study, almost 70 teachers in kindergarten through third grade completed custom-designed questionnaires about the practices they used in their classrooms.

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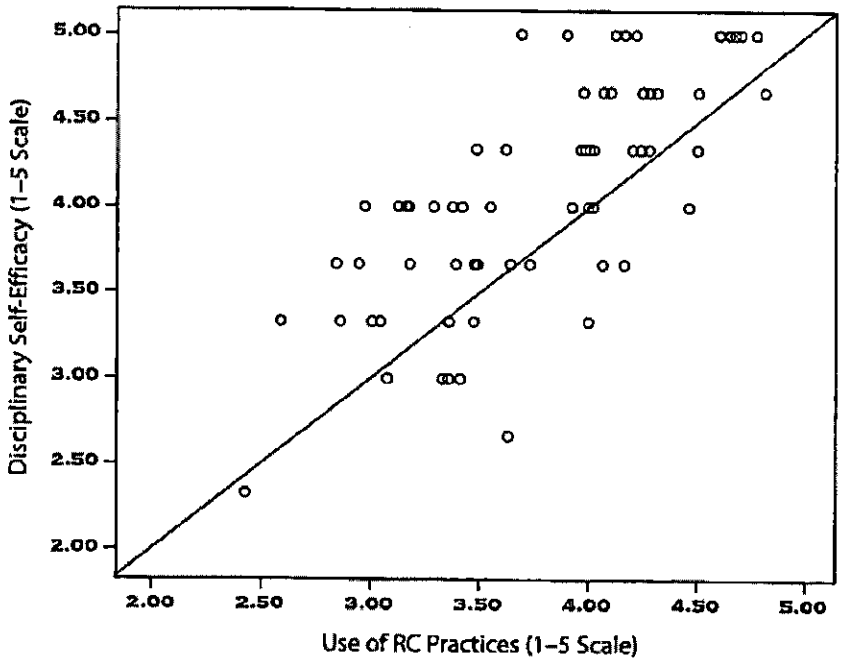

FIGURE 5. *The* Responsive Classroom *approach and disciplinary self-efficacy*

They also completed conventional questionnaires focusing on their beliefs and attitudes about teaching. Further, the teachers completed an exercise to describe their beliefs about discipline, classroom management, and teaching practices.

We learned several things from this part of our research:

Teachers who reported using more *Responsive Classroom* practices felt more effective with respect to discipline. As shown in Figure 5, this was a very strong relationship. Each data point in the graph represents a single teacher. The graph shows the strong pattern of association between use of *Responsive Classroom* practices and disciplinary self-efficacy. In statistical terms, 55% of the variance in disciplinary efficacy can be explained by knowing the degree to which a teacher is using *Responsive Classroom* practices.

Teachers who used more *Responsive Classroom* practices also felt more able to create a positive school climate and influence decision making at their school.

Finally, teachers at schools using the *Responsive Classroom* approach held more positive attitudes toward teaching during their first year of *Responsive Classroom* implementation than those in comparison schools. Also worth noting, *Responsive Classroom* teachers held perceptions about classroom management and teaching practices that were more similar to those generally espoused by Northeast Foundation for Children.

Summing Up

These findings are important because teachers' beliefs about teaching often forecast the kinds of behaviors they exhibit in the classroom as well as the academic experiences of their students. Our quasi-experimental study design prevents us from saying that the *Responsive Classroom* ap-

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proach caused these differences in beliefs and attitudes, but this finding does suggest a strong association between use of the *Responsive Classroom* approach and those differences.

Finding 3: Children had better prosocial skills, felt closer to teachers, and were less fearful

One question we were curious about was whether changes would be evident in children's behavior after only a single year of exposure to the *Responsive Classroom* approach. To answer our question, we asked teachers at all six schools to fill out questionnaires about children's social skills in the first and second years of the study.

In analyzing the questionnaires, we considered (statistically controlled for) children's earlier levels of these same social skills as well as socio-demographic factors (for example, family poverty and low educational attainment among mothers) that have often been linked to problems in social adjustment. Once we knew what level of social skills the children would likely have reached without any intervention, we could measure any improvements in social skills that occurred as a result of the children's exposure to *Responsive Classroom* practices.

We discovered several small but consistently positive effects of the *Responsive Classroom* approach. First, children whose teachers used more *Responsive Classroom* practices had greater growth in prosocial skills and assertiveness over a single year. For example, such children appeared to help other children, comfort other children when they seemed upset, introduce themselves to new people, and initiate conversations with peers more frequently than children whose teachers were not using the *Responsive Classroom* approach.

Second, children exposed to more *Responsive Classroom* practices appeared to be less fearful and anxious than their counterparts who were not so exposed. Specifically, children taught according to the *Responsive Classroom* approach appeared to be less worried or nervous about trying new things.

Third, teachers who reported using more *Responsive Classroom* practices also reported greater feelings of closeness to their students. Specifically, such teachers were more likely to report having affectionate relationships with children or feeling that children were likely to turn to them when upset.

Fourth, the *Responsive Classroom* approach worked as well for children "at risk" for school failure (based on socio-demographic factors) as for those children who were not at risk.

Summing Up

Children taught according to *Responsive Classroom* practices did better socially and were more comfortable trying new things in school. Teachers using the practices felt closer to the children they were teaching.

Finding 4: Teachers offered more high-quality instruction

During the third year of the Social and Academic Learning Study, after teachers in the intervention schools were implementing the *Responsive Classroom* approach with a high degree of integrity, a trained research assistant observed over 90 teachers in grades one through five at intervention and comparison schools. Each teacher was observed for over two hours. The observer knew nothing

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about the *Responsive Classroom* approach; nor did she know that her work was part of a study of the approach.

The observer collected data on teachers' use of certain practices (without knowing that these were *Responsive Classroom* practices); the degree to which teachers offered high-quality instructional and emotional support for learning, as assessed by the Classroom Assessment Scoring System, or CLASS (Pianta et. al. 2004); and the amount of time teachers spent using various teaching practices, including instruction in basic skills and instruction that required students to analyze and make inferences.

As is commonly done in educational research, we analyzed a subset of the observational records: those of 31 intervention teachers who were implementing the *Responsive Classroom* approach in the manner intended, and 32 comparison teachers. This helped us understand what differences occurred inside their classrooms.

Teachers using the *Responsive Classroom* approach appeared to offer more emotional support for learning (for example, they were more sensitive to children's needs, and the classroom climate was more positive) than comparison teachers. These teachers also offered more instructional support for learning (for example, they offered better feedback, and the instruction involved more concept development). Further, teachers using the *Responsive Classroom* approach spent more time offering instruction that required students to analyze and make inferences and less time teaching basic skills than comparison teachers.

To further test these findings, we statistically controlled for the percentage of children in the classroom receiving free or reduced-price lunch. After applying this control, we found that teachers using the *Responsive Classroom* approach appeared to offer more instructional support for learning than comparison teachers. Specifically, the teachers using the *Responsive Classroom* approach offered better-quality feedback to children and provided more opportunities for concept development than comparison teachers.

Summing Up

The *Responsive Classroom* approach appeared to contribute to both the instructional and emotional support teachers offer children. Surprisingly, the findings were stronger for instructional quality than emotional quality. It is important to note here the growing body of research showing that the types of instructional practices used more often by teachers using the *Responsive Classroom* approach actually do enhance children's learning.

Finding 5: Children felt more positive about schools, teachers, and peers

We asked almost 500 students in grades three through five to complete questionnaires on their feelings about school. Specifically, we asked the children about their liking for school and their feelings about learning, teachers, and their classmates. Then we analyzed data to look at the ways in which their perception of school varied as a function of their teachers' use of the *Responsive Classroom* approach. We also looked at whether the children's perception of school was the vehicle by which the *Responsive Classroom* approach improved their achievement and social skills.

Consistent with our expectations, the analysis showed that in classrooms where teachers were using more *Responsive Classroom* practices, children held more positive attitudes about school. Further, these analyses reconfirmed earlier findings that children whose teachers were using the

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Responsive Classroom approach showed better social skills and performed better on standardized reading and math assessments than children in comparison schools.

One surprising finding emerged. We expected that children who perceived school more positively would perform better in school. We thought this relationship between liking school and doing well in school would be an important mechanism explaining the influence of the *Responsive Classroom* approach on academic performance. In fact, this expectation did not bear out. Children in classrooms using many *Responsive Classroom* practices did appear to hold more positive perceptions of school. And children in these classrooms did appear to do better academically. But these two circumstances were independent of each other; that is, children who reported feeling good about school were not always the ones who showed high academic performance.

If helping children like school more is not the mechanism by which the *Responsive Classroom* approach links to better academic performance, what is the mechanism? We are intrigued by this question. We expect that teacher practices play a major role and hope to examine the question in detail in future research, most likely on a different set of schools.

Summing Up

Children taught with the *Responsive Classroom* approach like school more, have better social skills, and enjoy their peers and teachers more. Children taught with this approach also do better at school work, but our research did not find an association between liking school more and better academic performance.

Finding 6: Teachers more frequently engaged in and placed higher value on collaboration

Almost 120 teachers completed questionnaires about the type of collaboration they engaged in with their colleagues, their use of *Responsive Classroom* practices, and their perceptions toward teaching. Using their responses, we analyzed differences in the amount of collaboration at the schools that were using the *Responsive Classroom* approach and the comparison schools. We also looked at how the *Responsive Classroom* approach affected different types of teacher collaboration, particularly formal versus informal collaboration.

Our most notable finding was that teachers using the *Responsive Classroom* approach reported more frequent formal collaboration than comparison teachers. This was not true, however, for informal collaboration.

In addition, teachers using more *Responsive Classroom* practices felt that they were more involved in decision making at their schools. These teachers also reported placing greater value on collaboration than teachers using fewer *Responsive Classroom* practices.

Worth noting is teachers' perception that the two main barriers to collaboration were lack of time and lack of administrative priority. For administrators who do see building the adult community within their schools as a priority, the *Responsive Classroom* approach appears to be associated with an environment that can help make that happen.

Summing Up

Teachers using the *Responsive Classroom* approach are more likely to collaborate formally with their colleagues and to value collaboration more than teachers not using the approach.

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Reflecting on Our Findings

Does the *Responsive Classroom* approach work?

The simple answer—on the basis of analyses of standardized test scores, teacher questionnaires, classroom observations, student questionnaires, and teacher and principal interviews—is *yes, most likely*. Children appear to perform better in schools that use the *Responsive Classroom* approach. It's important, however, not to oversimplify. As we have noted throughout, our findings show association, not causation. We cannot say that using the *Responsive Classroom* approach caused the changes that we saw during our study.

What do these findings say about the *Responsive Classroom* approach and children who are "at risk" for school failure?

Taken together, our findings show that the *Responsive Classroom* approach is equally beneficial for children considered "at risk" for school failure on the basis of socio-demographic indicators (such as poverty) and children considered not at risk. This finding is very important in light of criticisms frequently raised by practitioners and policy makers about socio-emotional programs. One such criticism is that such interventions are more effective in schools serving children with ample economic and social resources at home because such programs use social resources as a springboard to effectiveness.

A second criticism is that socio-emotional interventions may actually harm children deemed "at risk" because such programs decrease the amount of instructional time in the classroom.

Our results suggest that these criticisms are not well-founded. First, children at risk and children not at risk appear to profit equally from the benefits associated with the *Responsive Classroom* approach. Second, the *Responsive Classroom* approach does not appear to harm children who are exposed to difficult environments outside school. Comparable findings have emerged from studies of other programs resembling the *Responsive Classroom* approach (see O'Donnell et. al. 1995 and Solomon et. al. 1997).

Is our research consistent with federal recommendations for choosing interventions?

As a means of ensuring that all children benefit from a high-quality education, the federal government's *No Child Left Behind* law strongly recommends that school districts select educational programs and interventions supported by evidence derived from sound scientific research (U.S. Department of Education 2003). Here, we discuss our study in the context of the government's main concerns about such research.

Sound research design

According to the Institute for Educational Sciences (the research arm of the U.S. Department of Education), sound research—research providing evidence that an educational approach actually works—uses one of two kinds of study designs: randomized controlled or quasi-experimental. Other designs, such as descriptive studies, do not provide valid evidence of effectiveness.

Randomized controlled trials are those in which schools are assigned randomly to a treatment group (a group receiving an intervention or program of some sort) or comparison group (a group

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receiving no intervention or program). For example, researchers would choose at random which teachers in which schools would receive *Responsive Classroom* training and use the approach in their classrooms. Such studies offer the best evidence for the effectiveness of a program or intervention.

Quasi-experimental designs, studies in which schools select themselves into a treatment group or comparison group, offer important insight into the relation between teachers' use of certain practices and children's outcomes, although they do not offer causal evidence. This was the type of design used for the Social and Academic Learning Study.

By these criteria, the Social and Academic Learning Study offers far more support for the *Responsive Classroom* approach than has been established in prior studies. However, we cannot say that the *Responsive Classroom* approach caused gains in test scores, children's social competence, and teachers' positive feelings about teaching and children.

Quantity as well as quality of evidence

The U. S. Department of Education recommends that districts make decisions about a program or intervention on the basis of the quantity of evidence available, as well as its quality. The Social and Academic Learning Study is therefore an important first step in the process of amassing a body of evidential support for the *Responsive Classroom* approach. We expect that additional studies will be conducted on *Responsive Classroom* practices in the future. This is necessary to see if our findings replicate elsewhere.

Comparable demographics

The U.S. Department of Education recommends that districts make decisions about interventions by examining the existing research and asking, "Is the district that was studied comparable to my district?" In practical terms, this means that if an upper middle class, suburban district with all white children adopts the *Responsive Classroom* approach, it cannot assume that it will get the same results as those observed by the district that participated in the Social and Academic Learning Study.

CONCLUSION

The Social and Academic Learning study offers clear support for the contribution of the *Responsive Classroom* approach to better social and academic outcomes for elementary school children. Teachers' use of the *Responsive Classroom* approach was linked to gains in test scores, particularly in math; greater teacher self-efficacy and more positive attitudes toward teaching; better social competence among children; better classroom quality; children's more positive perception of school; and increased formal collaboration among teachers.

Our findings are consistent with a body of research-based theory in education and developmental psychology suggesting that caring school environments produce classroom environments that are conducive to learning, and ultimately, higher-achieving children with better social skills. Future research studies that employ a randomized design, examine the mechanisms underlying the contribution of the *Responsive Classroom* approach, and consider the age at which children are most likely to benefit from the *Responsive Classroom* approach will be a critical next step.

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Papers Based On the Social and Academic Learning Study

Brock, L. L., Nishida, T. K., Rimm-Kaufman, S. E., Chiong, C., and Grimm, K. Under review. Children's perceptions of the classroom environment and social and academic performance: A longitudinal analysis of the contribution of the *Responsive Classroom* approach.

Rimm-Kaufman, S. E., and Chiu, Y. I. In press. Promoting social and academic competence in the classroom: An intervention study examining the contribution of the *Responsive Classroom* approach. *Psychology in the Schools.*

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Rimm-Kaufman, S. E., Skibbe, L., Decker, L., La Paro, K., and Pianta, R. C. Under review. Use of the *Responsive Classroom* approach: Implications for classroom quality and teaching practices.

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Sawyer, B. E. and Rimm-Kaufman, S. E. In press. Teacher collaboration in the context of the *Responsive Classroom* approach. *Teachers and Teaching: Theory and Practice.*

For more information about the Social and Academic Learning Study or for copies of any of these papers, contact Sara Rimm-Kaufman at serk@viginia.edu.

SALS Team



Dr. Sara E. Rimm-Kaufman, associate professor, University of Virginia, Curry School of Education and Center for the Advanced Study of Teaching and Learning, was the principal investigator for the Social and Academic Learning Study (SALS), conducted in school years 2001-02 through 2003-04. She directs the University of Virginia Social Development Laboratory at the Center for the Advanced Study of Teaching and Learning and also teaches undergraduate and graduate courses on learning and development, classroom social issues, and social development. Sara's research focus is on classroom social processes and their influence on children's social and academic growth in the early years of school. Her research is interdisciplinary, drawing from the fields of psychology and education.

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Laura Brock, a doctoral student in risk and prevention in education sciences, was a research assistant for the SALS project. A former middle school special education teacher, she returned to graduate school to study early and middle childhood. Laura has conducted research on children's perceptions of their school environment and is pursuing a series of questions about how children develop self-control.



Dr. Iris Chiu, a post-doctoral fellow in teacher development at the Center for Teaching and Learning Development at National Taiwan University, was a research assistant for the SALS project from 2002 through 2006. Iris has a strong interest in the effectiveness of interventions and the way in which teachers' belief systems are critical for understanding their behaviors in the classroom. She played an important role in SALS data collection and analysis.



Lauren Decker, a doctoral student in risk and prevention in education sciences, was a research assistant for the SALS project from 2004–2006. She pursues work on social stratification and classroom and teacher factors that have potential to decrease the achievement gap. Lauren assisted with data analysis and writing on classroom quality.



Dr. Karen La Paro, assistant professor in the Department of Human Development and Family Studies at University of North Carolina, Greensboro, conducts research on classroom quality and teacher preparation. She played an instrumental role in designing and applying observational measures of classroom quality as described in SALS.



Dr. Robert Pianta, Novartis Professor of Education, professor of psychology, and director of the Center for Advanced Study of Teaching and Learning at the University of Virginia, played an advisory role for the SALS project. Robert is the author of more than 200 articles and numerous books on classroom quality, teacher-child relationships, transition to kindergarten, and professional development of teachers.



Dr. Brook Sawyer, researcher at Thomas Jefferson University, was a research associate with the SALS project from 2000–2003 while a graduate student at the University of Virginia. A former middle school English teacher, Brook undertook graduate studies to pursue her interest in teacher collaboration.

Other Contributors

This research was truly a collaborative effort. In addition to the SALS team, other contributors included Cynthia Chiong, Xitao Fan, Kevin Grimm, Ellen Hench, Valerie Lee, Patrick McQuillan, Tracy Nishida, Lori Skibbe, and Wenyi You. Findings on teacher collaboration are based on a dissertation conducted by Brook Sawyer, and the results on children's perception of school are based on a paper written by Laura Brock.

The project could not have been accomplished without the remarkable cooperation of the principals, assistant principals, other administrators, and teachers in our collaborating district. They offer an ideal model for collaboration between a district and an education research team. Finally, to the DuBarry Foundation, which generously funded this work, thank you.

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V. Appendices

Appendices B

Palmetto Charter

Athletic Department Policies

At the middle school level, students are learning concepts such as cooperation, team unity, school spirit, and the basic fundamentals of the sport. Although every effort will be made to involve each athlete, our ultimate goal is to play to win. Our philosophy at PCS is that the students will get better through practices with their coach in their specific sport, and through this practice we hope it translates into being better prepared for the game if given the opportunity to perform. Please understand that every athlete will not get to play an equal amount in each game. In games that will determine the team's post season eligibility or in tournament play, it is possible that every athlete may not play every game. We never want to put an athlete in a situation that may result in undue pressure to perform. We appreciate the support and understanding of parents as we endeavor to fairly apply this policy.

- **We charge an athletic fee of $20 per sport. The reason we do this is to help pay for our ref fees, sports equipment, uniforms, and facility rentals. Checks should be made to Palmetto Charter School and may be turned into the athletic director or the front office.**

Athletic Department Objectives

- To recognize that each individual has a unique set of skills, and to provide the opportunities for maximum participation for all students in a variety of activities and play.
- To develop within each athlete the individual and team skills necessary to compete successfully.
- To develop within each athlete strong team spirit and loyalty to the school
- To teach good sportsmanship.
- To provide opportunities for athletes to encourage self confidence, sociability, initiative, and belonging.
- To promote an understanding of body growth and development, and to stress the importance of good health habits in aiding that growth and development.
- To provide the leadership, rules, and disciplines necessary to assist each athlete in attaining all of these objectives.

General Beliefs

- PCS believes that athletics are an integral part of our total educational program.
- We believe that each sport provides an activity through which students may express themselves physically, emotionally, and mentally.
- We strongly encourage parents to get involved with coaching opportunities.
- We believe that coaches have the unique opportunity to direct and encourage students in the development of their life.
- We believe that parents play a vital role in supporting the coaching staff; therefore we feel that parents should wait until the following school day to discuss any issues or concerns with the athletic director.
- The athletic director has been assigned by the principal to administer the athletic program. Head coaches are directly responsible to the athletic director and are charged with the supervision of the student athletes related to their program.
- We believe that the "student athlete" should be held to a higher standard because they are representing the schools character.

Athletic Discipline/Eligibility Policy

- Athletic contests may be forfeited due to a students' conduct or behavior within school. (Example: A team with a roster of 5 players that needs all 5 players to participate, and 1 player is suspended for the game, the game will be forfeited by PCS. This is to teach the students that they have a responsibility to the team and that they need to take ownership of their actions.)
- Student athletes **MUST** maintain a **GPA OF 2.5** or higher for each quarter or a 2.0 with no grades lower than a C. Failure to maintain this standard will result in that player missing games until their GPA is higher than a 2.5. The player will be able to practice and stay a part of the team, but will not be able to participate in the game.
- **Practice Seasons-** Athletes are expected to attend all practices. Athletes must be excused in advance by the coach for any practices missed. Injured athletes who are able to attend sessions shall be expected to do so.
- **Language** – Profanity will not be tolerated in any form. A violation of this rule will be referred to the administration.
- **Absence from school** – The student may not participate in practice or in a contest on a day that they are absent from school, unless excused by an administrator.
- **Appearance** – Students involved in interscholastic athletics are required to follow the school's guidelines for proper appearance as well as any additional requirements from the coach.
- **Disciplinary action** – Students having received disciplinary penalties by the administration must satisfy these obligations as assigned before they may return to practice or competition.
  - **1st referral: 2 Week Suspension**
  - **2nd referral: Removal from team**

- **Quitting without coach's consent** – Suspension for the rest of the season, and the next sport season. Athletes must fulfill their obligations and learn that quitting is not tolerated.
- **Missing of a contest** – If a student has to miss any game or contest he/she must notify the coach at least 1 week in advance. If it is an excused absence, no penalty will follow.
- **Transportation** – PCS parents will be responsible for transportation to and from all athletic events.

I/We fully understand that playing or practicing to play interscholastic sports may be hazardous and poses a risk of injury, including but not limited to sprains, strains, contusions, abrasions, broken bones and in extreme cases, paralysis or death. Due to the potential hazards associated with interscholastic sports, I/We recognize the importance of following the instructions of coaches, regarding playing techniques, training and other rules associated with this sport/activity.

I AGREE WITH THE ABOVE STATEMENTS AND WILL UPHOLD THE PCS ATHLETIC POLICIES

Athlete Signature (Date) **Parent Signature (Date)**

V. Appendices

Appendices C

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
AND PALMETTO CHARTER SCHOOL

2024-2025 SCHOOL YEAR

This Contract is entered into between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** a body corporate operating and existing under the laws of the State of Florida, hereafter referred to as the DISTRICT and **PALMETTO CHARTER SCHOOL,** hereafter referred to as the CHARTER SCHOOL for the 2024-2025 school year.

1. The DISTRICT agrees to provide the CHARTER SCHOOL with the meals indicated below, Monday through Friday on days when the DISTRICT's schools are in session.

(Please select all that apply)

- ☐ Breakfast
- ☐ Lunch
- ☐ Snack

2. All meals will be planned and prepared by DISTRICT according to the applicable and relevant DISTRICT policies and procedures and state and federal law, including, but not limited to the National School Lunch Program, 7 CFR Part 210; the School Breakfast Program, 7 CFR Part 220; and the Child and Adult Care Food Program, 7 CFR Part 226.

3. No payment will be made by CHARTER SCHOOL to DISTRICT for meals that are spoiled or unwholesome at the time of delivery, that do not meet the DISTRICT's nutrition standards or that do not otherwise meet the requirements of this Contract.

4. The DISTRICT shall make documentation records available, for a period of five (5) years from the date of final payment under the Contract, for inspection and audit by representatives of Florida Department of Agriculture and Consumer Services, DISTRICT, CHARTER SCHOOL, the Auditor General of the State of Florida and the United States General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records will be retained beyond the five (5) year period as long as required for the resolution of the issues raised by the audit.

5. The DISTRICT will provide serving and portioning instructions to the CHARTER SCHOOL's servers. The DISTRICT will provide disposable containers, silverware, and appropriate condiments.

6. The DISTRICT shall provide the transport containers. The transport containers shall be cleaned and sanitized by the DISTRICT.

7. The DISTRICT will maintain a food service license for any facility in which meals are prepared and food safety training for its employees at the preparation site.

8. In accordance with federal regulations and Food & Nutrition Services Instruction 783-2, the DISTRICT shall make substitutions to meals when supported by a written statement from a State licensed healthcare professional, such as a physician or nurse practitioner, who is authorized to write medical prescriptions under State law for individual participating students who are unable, because of a disability or other special dietary need, to consume specified foods. The CHARTER SCHOOL shall notify the DISTRICT of any such special dietary needs.

9. The DISTRICT will retain signature authority on its Agreement, Application for Reduced Price and Free Child Nutrition Program Benefits, reimbursement claims and non-profit Food Service Fund. All state and federal reimbursement monies received shall remain with the DISTRICT. Only students who have approved meal benefit applications on file with the DISTRICT can be granted free or reduced-price meal benefits.

10. The DISTRICT shall account for the number of student and adult meals served according to procedures approved by the Florida Department of Agriculture and Consumer Services and the DISTRICT. The DISTRICT agrees to provide a DISTRICT employee for breakfast and lunch, to assist in delivery and set up, stay at the site and operate the point-of-sale software, and basic clean up at the end of meal service.

11. The DISTRICT shall deliver the adequate number of bulk servings to meet the requirements for the number of meals ordered, unless other delivery arrangements are agreed upon by the DISTRICT's Director of Food Services or his/her designee and the CHARTER SCHOOL's Principal or their designee, in writing. All food remaining will be returned to the DISTRICT for use or disposal.

12. The DISTRICT will provide the CHARTER SCHOOL with a monthly menu. The menu will identify additional menu choices such as peanut butter and jelly sandwiches, salad entrees, and deli sandwiches available. The district will follow the menu, providing complete meals for the students.

13. The DISTRICT shall provide a point-of-sale computer, the appropriate software and shall maintain the computer and all DISTRICT supplied equipment.

14. The CHARTER SCHOOL shall pay the DISTRICT $16,000.00 (Payment) and also the costs indicated in paragraph 15 below. The Payment shall be paid (a) in total at the beginning of the current school year or (b) in 10 monthly installments of $1,600.00 due within 30 days of receipt of the DISTRICT's monthly invoice. DISTRICT shall provide transport of meals. The prices of meals at the CHARTER SCHOOL shall be equal to and consistent with the DISTRICT's meal prices for 2024-2025. DISTRICT shall invoice CHARTER SCHOOL for all meals that are not able to be claimed for reimbursement. DISTRICT shall have no obligation to perform pursuant to this Contract if any financial obligations of CHARTER SCHOOL pursuant to this Contract has not been paid by CHARTER SCHOOL and is deemed more than ninety (90) days past due by DISTRICT. For any financial obligations of CHARTER SCHOOL pursuant to this Contract which are more than ninety (90) days past due, DISTRICT may recover the funds owed by initiating a collections action or by deducting from the CHARTER SCHOOL's monthly Florida Education Financial Program disbursement.

15. The DISTRICT will provide detailed accounting of charges and money owed from the CHARTER SCHOOL for paid and reduced-price student meals and adult meals, monthly. The CHARTER SCHOOL shall pay the DISTRICT, all outstanding account charges, including student and adult charges incurred for meals and will be billed at the end of the current school year.

16. Meals will be delivered to the CHARTER SCHOOL based on estimated participation in sufficient quantities to serve all students who want to participate in the meal.

17. The CHARTER SCHOOL shall provide and maintain the equipment necessary for the service of meals, which includes, reach in refrigerator, milk cooler, heated cabinet reach in, and buffet serving line. The DISTRICT shall maintain any DISTRICT-owned equipment provided pursuant to this Contract for use by the CHARTER SCHOOL. The DISTRICT reserves the right to remove all DISTRICT-owned equipment upon 30 days written notice or upon any default in payment to the DISTRICT. Equipment used for food and supplies shall not be used for storage of other foods and shall have a secure locking system.

18. Employees of CHARTER SCHOOL shall serve meals. Servers shall be responsible for setting the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen, and assisting in loading and unloading the food, equipment and supplies to/from the van. The CHARTER SCHOOL will also be responsible for trash removal and disposal.

19. The CHARTER SCHOOL shall maintain applicable health certification and food safety training for its employees.

20. The CHARTER SCHOOL shall comply with all Federal and State Laws, Regulations and Florida Department of Agriculture and Consumer Services guidelines.

21. The CHARTER SCHOOL shall abide by DISTRICT's Policy 8510, attached hereto as Exhibit A and incorporated herein by this reference, entitled Nutrition and Wellness.

22. The CHARTER SCHOOL shall permit the DISTRICT to conduct on site reviews of meal accountability procedures annually, or more frequently if requested by the DISTRICT's Director of Food Services. Should the CHARTER SCHOOL's meal accountability procedures be found by the DISTRICT's Director of Food Services to not meet the DISTRICT requirements, the CHARTER SCHOOL shall pay the DISTRICT for lost reimbursement within thirty (30) days after receipt of a demand/notice for same from the DISTRICT.

23. The DISTRICT reserves the right to discontinue services pursuant to this Contract if the DISTRICT's Director of Food Services determines that the CHARTER SCHOOL has failed to properly implement or follow USDA meal accountability procedures.

24. The CHARTER SCHOOL will have the option to participate in Food & Nutrition Services Theme Days.

25. The CHARTER SCHOOL will be responsible for collecting allergy and special diet information from parents/guardians. The CHARTER SCHOOL's Nurse or their designee shall meet with the DISTRICT's Cafeteria Manager monthly to communicate and provide all special diet information.

26. CHARTER SCHOOL and its contractors shall comply with the Jessica Lundsford Act (JLA), Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. CHARTER SCHOOL's personnel and contractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. CHARTER SCHOOL hereby indemnifies and holds harmless the DISTRICT for any claims made against the DISTRICT related to the failure of CHARTER SCHOOL or its personnel or contractors to comply with any of the laws referenced in this paragraph or related to CHARTER SCHOOL's obligation to comply with JLA and Florida laws governing background screening requirements.

27. With the exception of payment obligations for prior performance under this Contract, neither the DISTRICT nor the CHARTER SCHOOL shall be liable for the failure to perform their respective obligations under this Contract when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.

28. Notwithstanding anything to the contrary contained herein, the DISTRICT does not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes.

29. The CHARTER SCHOOL shall indemnify and hold harmless the DISTRICT, its members, officers, employees and agents, from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from (a) the negligence, intentional wrongful act, misconduct or culpability of the CHARTER SCHOOL's members, officers or employees or other agents in connection with and arising out of any services within the scope of this Contract, (b) the CHARTER SCHOOL's material breach of this Contract or law, (c) any failure by the CHARTER SCHOOL to pay its suppliers or any subcontractors. In addition, the CHARTER SCHOOL shall indemnify, protect and hold the DISTRICT harmless against all claims and actions brought against the DISTRICT by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the CHARTER SCHOOL, except when the DISTRICT supplied or required use of that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Contract. The CHARTER SCHOOL shall not indemnify DISTRICT for intentional or negligent conduct of DISTRICT or any other cause of action caused by or through the fault of the DISTRICT. CHARTER SCHOOL shall obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, Florida, its Board Members and the employees of The School District of Manatee County, Florida, as an additional insured. A certificate of insurance will be furnished within ten business days after the execution of this Contract. Failure to provide such insurance allows DISTRICT to immediately terminate the Contract.

30. This Contract will become effective August 12, 2024 and terminate May 29, 2025 or the last day of meal service provided by the DISTRICT, whichever occurs first.

31. This Contract may be terminated as expressly stated herein, by mutual agreement between parties, or by either party sending a 30 day written notice to the other party.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY		**PALMETTO CHARTER SCHOOL**	
Chad Choate III, Chair	Date	CHARTER SCHOOL Board President or Designee	5.7.24 Date
Jason C. Wysong, Ed.D, Superintendent	Date	Witness	Date

V. Appendices

Appendices D



Palmetto Charter School Safe School Officer Policy (After Hours)

- A safe school officer will be assigned for any events deemed high frequency that will be held on campus after school hours. A few examples of these events include but are not limited to; PTO events, cross country meets, our annual sports banquet, and other extracurricular events where we anticipate there will be a large number of people in attendance.

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Safety Meeting Sign-in Sheet

Date: 8-9-24

Topic: HB 1473, FortifyFL, Centegix Badge, Threat Reporting Video, Run Fight Hide Video, Family Reunification Plan

Name	Signature
Toni Dunaway	Toni Dunaway
Sandy Poppell	Sandra Poppell
Jelane Broxson	
Kate Horne	
Robin Vance	
KarHynn Baxley	
Amanda Miller	Amanda Miller
Kalynn Harshbarger	Kalynn Harshbarger
Holly Abell	
Rachel Kendzior	
Tiffany Skaggs	
Holly Smith	
Megan Chancey	
Jason Loser	
Alex Loser	
Julie Bustle	Julie Bustle
Kim Stover	
Christine Zita	
Lila Hattaway	

Name	Signature
Gayle Ballenger	
Betsy Veliva	
Nicole Stern	
Meg Cunulla	
Evelyn Kirksey	
Patty Warren	
Yolanda Centeno	
Hannah Pryor	
Dana Cannon	
KATHLEEN METZLER	
Leigh Evans	
Suzanne Wright	
Theresa Teets	
Erika Isham	
Brittnee Campos	
Breana FOUST	
Patty Wilkening	
Kassi Pope	
Julie Hunnicutt	
Hilary Guseman	

Name	Signature
Victoria Wade	Victoria Wade
Nicole Schmidt	NSchmidt
Maigan Sellars	Maigan Sellars
Kirk Bayard	Kirk Bayard
Jacob L. Dumaree	
Christian Leavitt	
Zachary Planitz	
Thresea Council	Thresea Council
Benjamin Pridgeon	

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Appendices F

Order Acknowledgement

Customer:	*Palmetto Charter School*
Location:	*Manatee County, FL*
Project:	*CrisisAlert Deployment*
Billing Contact:	Jacob Parrance - A.P.
Customer Purchase Order Number:	

Thank-you for your Purchase Order for the CENTEGIX™ CrisisAlert™!

CENTEGIX acknowledges receipt of your purchase order. CENTEGIX will install, program, configure, and commission the CrisisAlert Equipment and Software listed below and/or on ***Exhibit A*** to this Order Acknowledgement.

We have found that alignment of expectations and responsibilities between you, CENTEGIX, and any third parties (e.g., your intercom provider) are required for a superior experience and a successful deployment. This Order Acknowledgement includes clear expectations, assumptions, and responsibilities for all parties in order to deliver a rapid and successful deployment of the CENTEGIX CrisisAlert Solution.

Notes

- 1 badge allocated per staff member and additional badges included as set forth in the quote below. Additional badges beyond original allocation are available via CENTEGIX Customer Support for an additional fee and delivered to a central location for the Customer to distribute.

Responsibilities

Project Planning

- Customer designates a core team who is primarily responsible for overseeing the CrisisAlert implementation and all communication.
- Customer provides a detailed map of each site showing all buildings and rooms where the CrisisAlert platform will be installed.
- Customer is responsible for distributing all badges, which are delivered to a central location, to the individual site locations.
- CENTEGIX will provide an install schedule for all site locations. The schedule is subject to change. Customer will accommodate adjustments for the project to remain on track.

Gateway

- Customer provides network information for the CrisisAlert Gateway(s) to be programmed.
- Customer is responsible for connecting the Gateway(s) that CENTEGIX will monitor.

Intercom Integration (if applicable)

- Customer and its third-party intercom provider(s) are responsible for the operation of the intercom system(s).
- Customer must provide a site-specific URL or other API for each message for sites that have IP based intercom systems with virtual triggers.
- Customer will provide network information for the CrisisAlert Intercom Integration Device to be programmed. Customer will ensure its intercom system(s) is/are connected to the device.

Onsite Access

- The installation team designated by CENTEGIX will install hardware equipment at each facility/site.
- Customer provides 2 sets of master keys per Site.
- Customer provides evening and weekend access to sites for install team flexibility.
- Customer to override the security system when the installation team is onsite.
- Customer to provide guest Wi-Fi information if available.
- If the CENTEGIX installation team is unable to access a room or building, or a map is inaccurate causing a delay in the installation, Customer may incur additional charges for a return visit and installer time on site.
- If the CENTEGIX installation team is unable to locate a suitable stationary element to install exterior devices, the Customer will need to install a pole or other suitable structure for this equipment to be located.

Software

- Customer will deploy Software to its devices, including laptops, desktops, tablets, and mobile devices using the files provided by the CENTEGIX Onboarding Specialist.
- Customer will need to allow Public DNS for the Centegix Wireless Back-up devices.

Implementation and Training

- If applicable, Customer will provide the information necessary to enable Active Directory syncing.
- CENTEGIX will provide remote training for system configuration and Responders.
- Customer is responsible for the configuration of the CrisisAlert system with reasonable guidance from CENTEGIX.
- CENTEGIX and Customer will conduct site testing to ensure the system is functioning properly. Both parties will sign-off in agreement that site testing has been verified.
- Customer is responsible for identifying individual(s) that can deliver end user training for its organization.

Contract Terms

CENTEGIX
EVERY. SECOND. MATTERS.

Quote

Submitted on: 1/1/2023
Valid 45 days

Bill To:
Palmetto Charter School
1601 17th St W, Palmetto, FL 34221

Ship To (if different):
(District Name)
(St. Address)
(City, St, Zip)

Quote #
PMCADD-001

Terms (Years)
5

Location	Sites	Annual Rate (Per Site)	Term Rate (Per Site)	Amount
CrisisAlert™				
Palmetto Charter	1	$7,000	$35,000	$35,000
One Time Fees				
Setup & Installation	1		$8,500	$8,500
Implementation	1		$1,200	$1,200
Wireless Backup	1		$500	$500

NOTES:
Quote includes site mapping and training, along with software licensing and hardware warranty based on the term selected.

5 Year Grand Total	$45,200

Annual contract will renew after the selected term expires at CENTEGIX then current pricing.

Existing credit of $1,635 from FLDOE and $9,124 from previous payments will be applied to the year 1 payments.

CENTEGIX™ will invoice based on the following billing milestones:
- $8600 due upon the PO date/order date
- $8600 due days after PO date/order date
- $7000 due on the anniversary date each year in years 2-5
- All invoices are payable on Net 30 terms.

*Existing Centegix Credit will be adjusted at time of order to reflect current accurate number

Amounts do not include local, state or federal taxes. If you are tax exempt, please provide a tax exempt form otherwise sales tax will be charged.

(800) 980-9202 2120 Powers Ferry Road SE Suite 110 Atlanta GA 30339 sales@centegix.com

Billing and Payment Terms

Upon execution of this Order Acknowledgement, Centegix will invoice the Customer as follows:

1. Year One* to be invoiced with the following billing milestones:
   - 50% of the Year 1 cost due upon the earlier of the PO date or the signed OA date
   - 50% of the Year 1 cost due upon 90 days after the earlier of the PO date or the signed OA date (Anniversary Date)

2. The remaining fees will be invoiced annually upon the Anniversary Date.

Schedule Item	Billing Milestone	Due Upon	Amount
Year One	50%	Execution of Purchase Order or signed OA	$8600
Year One	50%	90 days after the Purchase Order or signed OA	$8600
Year Two	100%	Anniversary Date	$7000
Year Three	100%	Anniversary Date	$7000
Year Four	100%	Anniversary Date	$7000
Year Five	100%	Anniversary Date	$7000

* Year One includes annual platform total and one-time Professional Services fees (3).

Note: Existing credit of $1,635 from FLDOE and $9,124 from previous payments will be applied to the year 1 payments.

All invoices are payable on Net 30 terms.

Other Information

CENTEGIX standard terms and conditions https://www.centegix.com/legal-tc2/ are incorporated by reference and are a part of this Order Acknowledgement.

- If applicable, the supplemental terms on ***Exhibit*** B (the **"Special Terms"**) are incorporated by reference and are a part of this Order Acknowledgement.

We look forward to working with you to achieve a successful deployment of the CENTEGIX CrisisAlert Solution. If you have any questions or concerns, please don't hesitate to contact your Onboarding Specialist.

Thank you for the trust you have placed in us.

Sincerely,

Brent Cobb, CEO
CENTEGIX

Acceptance of Order Acknowledgement

AUTHORIZED CUSTOMER REPRESENTATIVE

Acknowledged and agreed.

Signature:
Name: Jacob P. Darrance
Title: Assistant Principal
Date: 1/10/2023

MB Cobb

Brent Cobb
CEO
1/10/2023

Exhibit A

Site(s) Purchased:

Palmetto Charter School 1601 17th St W, Palmetto, FL 34221

V. Appendices

Appendices G

School Based Threat Management Team Monthly Meeting
Threat Assessment Team Meeting Sign-In Sheet

SCHOOL: Palmetto Charter School

DATE:10/22/24 **TIME:**10:15 AM

Name: (Print)	Position	Seat	Signature
Christian Leavitt	Assistant Principal	Chair	
Jelane Broxson	Dean	Vice Chair	
Micah Matthews	Law Enforcement		
Lila Hattaway	School Social Worker		
Zachary Planitz	Guardian		

Agenda Items:

Discuss potential bullying issue at school. Discuss online issues with students outside of school.

Students discussed (threats and/or concerning behaviors):

N/A

SSMPS reviewed:

N/A

Meeting Notes

Discussed how to keep our kids safe from online threats and to make sure that we are checking in with our students. Discussed having someone from law enforcement come out to speak to our students about the dangers of social media.

Mental Health Specialist Concerns:

Going to speak with a group of girls that have potentially been a part of a bullying situation.

Law Enforcement Concerns:

N/A

V. Appendices

Appendices H

FLORIDA DEPARTMENT OF EDUCATION

CERTIFICATE OF COMPLETION

This certifies that

Jacob Durrance

has successfully completed the

School Environmental Safety Incident Reporting

Online Training Course

January 27, 2020

SESIR

FLORIDA DEPARTMENT OF EDUCATION

CERTIFICATE OF COMPLETION

This certifies that

Christian Leavitt

has successfully completed the

School Environmental Safety Incident Reporting

Online Training Course

January 12, 2023

SESIR

ARTICLES OF INCORPORATION

OF

Palmetto Charter School, Inc.

The undersigned subscribers to these Articles of Incorporation hereby form a corporation not for profit under the laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation is **Palmetto Charter School, Inc.**, with its initial principal office at 1601 17th Street West, Palmetto, Florida 34221.

ARTICLE II - DURATION

The existence of this corporation shall begin when these Articles of Incorporation have been filed with the Department of State of the State of Florida. This corporation is to exist perpetually.

ARTICLE III - GENERAL EDUCATIONAL PURPOSES

1. Said corporation is organized exclusively for educational purposes.

2. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in paragraph 1. of this Article III. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

3. Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IV - REGISTERED OFFICE AND AGENT

The street address of the initial principal office and the registered office of this corporation is 1601 17th Street West, Palmetto, Florida 34221. This corporation designates Brian D. Bustle at said registered office as the registered agent for this corporation to accept service of process within the State of Florida on behalf of this corporation. The Board of Directors may from time to time move the registered office of this corporation to any other address in the State of Florida and shall have the power to establish branch offices at such other places within the State of Florida as may be determined and deemed expedient by the Board of Directors from time to time, only as authorized by law. In and by the execution of these Articles of Incorporation, Brian

D. Bustle hereby accepts the designation as registered agent for this corporation at the place hereinabove designated and agrees to comply with all of the provisions of the law relating to keeping the office of said corporation open for the purpose of service of process.

ARTICLE V - DIRECTORS

This corporation shall have a Board of Directors initially consisting of three (3) directors. The number of directors may be increased from time to time by the By-Laws of this corporation, but in no event shall the number of directors be less than three (3). The manner in which the directors are elected shall be set forth in said By-Laws. The names and street addresses of the initial members of the Board of Directors are:

1. Talmadge L. Mathews Sr.
   1489 17th Street West
   Palmetto, FL 34221
2. Brian D. Bustle
   1507 20th Avenue West
   Palmetto, Florida 34221
3. Dale L. Price
   3912 16th Avenue West
   Bradenton, Florida 34205

ARTICLE VI - OFFICERS

The corporation shall have the following officers: President, Vice-President, Secretary and Treasurer, and other officers designated by the Board of Directors as set forth in the By-Laws of the corporation.

ARTICLE VII - SUBSCRIBERS

The names and addresses of the incorporators of the corporation are:

1. Talmadge L. Mathews Sr.
   1489 17th Street West
   Palmetto, FL 34221
2. Brian D. Bustle
   1507 20th Avenue West
   Palmetto, Florida 34221
3. Dale L. Price
   3912 16th Avenue West
   Bradenton, Florida 34205

ARTICLE VIII - BY-LAWS

The By-Laws of this corporation are to be made by the Board of Directors and adopted by a majority vote of the Board of Directors at the first meeting of said Board, and may be altered, amended or rescinded by majority vote of the membership of the Board of Directors present at any regular or special meeting of said Board of Directors, but only as permitted by and consistent with the laws of the State of Florida.

ARTICLE IX - AMENDMENT

These Articles of Incorporation may be amended as set forth in the By-Laws, and consistent with Florida law.

IN WITNESS WHEREOF, the undersigned, being the incorporators of the corporation herein named, does certify that they are of full age and competent to contract and that the Directors named are of full age and citizens of the United States of America.

For the purpose of forming the proposed corporation above named to do business both within and without the State of Florida, and in pursuance of the general corporation law of Florida, we do make and file these Articles of Incorporation, hereby declaring and certifying that the matters above stated are true and, accordingly, have hereunto set our hands and seals this 14th day of July, A.D., 2009.

Talmadge L. Mathews Sr.

Brian D. Bustle

Dale L. Price

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this 14th day of July, A.D., 2009, before me, a Notary Public, personally appeared Talmadge L. Mathews Sr., Brian D. Bustle and Dale L. Price who are personally known to me, and known to me to be the persons described in and who subscribed their names to the above and foregoing Articles of Incorporation, and they acknowledged that they executed the same for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal in the County and State aforesaid the day and year above written.

Notary Public -

My Commission Exp

KIMBERLY D. MARLER
Notary Public - State of Florida
My Commission Expires Aug 21, 2010
Commission # DD 567739
Bonded By National Notary Assn.

REGISTERED AGENT CERTIFICATE

In pursuance of Chapter 617, Florida Statutes, the following is submitted: Talmadge L. Mathews Sr., Brian D. Bustle and Dale L. Price, the original incorporators of the proposed corporation, corporation name shall have its registered office at 1507 20th Avenue West, Palmetto, Florida 34221, have Brian D. Bustle to serve as Registered Agent for the said corporation, such designation becoming effective as of the date of the approval of the Articles of Incorporation filed herewith.

Having been designated to accept service of process for the above-referenced corporation, at the address indicated in this Certificate, I hereby accept such designation and agree to comply with the State laws relating to such office.

Brian D. Bustle

BY-LAWS

OF

PALMETTO CHARTER SCHOOL, INC.

ARTICLE I – GOVERNING BODY

The governing body of Palmetto Charter School will be the Board of Directors. The Board of Directors will oversee the management, operations, activities and affairs of the school, be accountable to the Manatee County School Board and to the Florida Department of Education, establish, approve and determine the boundaries of policy to ensure compliance with Palmetto Charter School's charter, applicable laws, rules and regulations, monitor the implementation of the goals of Palmetto Charter School and have responsibility for expenditures and the formulation/approval of policies related to expenditures. The Board of Directors shall not be authorized to conduct business at any meeting of the Board unless a quorum of at least three (3) directors is in attendance of said meeting.

Section 1. The Board of Directors shall initially consist of the following:

1. Talmadge L. Mathews Sr.
   1489 17th Street West
   Palmetto, FL 34221
2. Brian D. Bustle
   1507 20th Avenue West
   Palmetto, Florida 34221
3. Dale L. Price
   3912 16th Avenue West
   Bradenton, Florida 34205

The members of the Board of Directors may be increased from time to time by majority vote of the then current Board of Directors.

Section 2. Length of terms for each board member will be three years, with two of the initial board members chosen for two year terms. There shall be no term limits, and members may be elected to serve on the board for an additional term with the consent of the majority. The Chairperson of the Board of Directors shall be elected by the board with a majority vote for a term of one year with an option for reelection at the end of the term for an additional year. Should a board member not be able to complete his term of office, the remaining board members will submit names for consideration, and a new member shall be elected by majority vote to fill the remaining term. Board members may be removed for behavior that is detrimental to the mission of the school with a unanimous vote of the remaining

members that are present. Meetings must consist of at least three board members to constitute a forum and thereby conduct business.

Section 3. The Board of Directors shall meet quarterly at Palmetto Charter School. It shall be the responsibility of the Chairman to set the time of the meeting and notify all board members of that time, which shall be posted in a conspicuous place and emailed to the home of each student and made available to the media.

ARTICLE II - POWERS OF THE BOARD.

It shall be the goal of all current and future board members to retain or recruit members with expertise in Law, Finance/Accounting or Education, in such a manner that the Board may reflect a diverse range of knowledge important to the governance of the school. The Board of Directors shall have the authority to:

Section 1. The Board shall set policy for the school and have the responsibility for the hiring and/or firing of any school administrators. The Principal shall have discretion on how to implement the policy set by the Board. The Board of Directors shall not be involved in the day-to-day operations of Palmetto Charter School. The Board of Directors shall not supervise teachers or non- administrative staff. The Principal and Assistant Principal shall supervise and evaluate teachers and staff.

Section 2. The Board of Directors shall develop policies related to, but not limited to the recruitment, registration, dismissal procedures, school activities, curriculum, business/accounting services, student expectations/achievement, faculty and staff selection and evaluation of students, staff and administration. Further, the board shall establish evaluation criteria to verify that established policies have been implemented. The Principal shall have the discretion to decide how the established policies shall be implemented.

Section 3. The Board of Directors shall hold meetings at times and places as may be deemed proper and necessary.

Section 4. The Board of Directors shall admit, suspend or expel members.

Section 5. The Board of Directors shall appoint committees on particular subjects from members of the board or from membership of the corporation.

Section 6. The Board of Directors shall audit bills and disburse the funds of the corporation.

Section 7. The Board of Directors shall print and circulate documents and publish articles.

Section 8. The Board of Directors shall carry on correspondence and communicate with other associations with the same interests.

Section 9. The Board of Directors shall employ agents.

Section 10. The Board of Directors shall devise and carry into execution such other measures as it deems proper and expedient to promote the objects of the corporation and protect the interests and welfare of the members.

Section 11. The Board of Directors shall remove any or all of the officers of the organization with due cause prior to the termination date of such office.

Section 12. The Board of Directors shall elect substitute directors in the event any director resigns or is removed from office prior to the termination date of such office.

Section 13. The Board of Directors shall terminate the contract of any firm, individual or other entity employed by the organization.

Section 14. The Board of Directors and Palmetto Charter School will follow hiring policies consistent with state and federal laws governing charter schools.

ARTICLE III - OFFICERS

This corporation shall have a president, vice-president, secretary and treasurer. They shall be chosen by the Board of Directors at the first meeting of the Board of Directors held following each annual meeting of the membership, and shall serve until their successors are chosen and qualify. All other officers, agents, and factors shall be chosen, serve for such terms, and have such duties as may be determined.

Section 1. PRESIDENT. The president shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the corporation, and shall preside at all meetings of the membership and Board of Directors.

Section 2. VICE-PRESIDENT. The vice-president shall perform the duties of the president, in case of the death of the president, or in case of vacancy in the office of the president. He shall also perform such other duties as prescribed by the president or the Board of Directors.

Section 3. SECRETARY. The Secretary shall be responsible for the recording of the minutes of all Board meetings. This person will also be responsible for the reading of minutes of previous Board meetings as required by the President. Also, the Secretary shall have oversight for the storage and maintenance of all records and minutes associated with

Board activity in a manner consistent with the laws of the State of Florida and the policies of the Manatee County School Board and to be responsible for their public dissemination as required by law or the decision of the Board. The secretary shall have custody of and maintain all of the corporate records except the financial records; shall record the minutes of the membership and Board of Directors, send out all notices of meetings and perform such other duties as may be prescribed by the Board of Directors or president.

Section 4. TREASURER. The Treasurer, working with the Financial Director and/or Financial Services Company, will be responsible for the preparation and dissemination of all pertinent Financial Records as required by the President or vote of the Board. The Treasurer will develop and make recommendations to the Board regarding financial policies or decisions to be considered. The Treasurer will work with the Secretary to insure the proper maintenance of all financial records. Finally, the Treasurer will be responsible for arranging an annual audit of the school as directed by the Board and in compliance with State law and the policies of the Manatee County School Board. The treasurer shall have custody of all corporate funds and financial records, shall keep full and accurate accounts of receipts and disbursements and render account thereof at the annual meetings of the membership and whenever else required by the Board of Directors or president, and shall perform such other duties as may be prescribed by the Board of Directors or president.

ARTICLE IV – AMENDMENTS OF BY-LAWS

The By-Laws may be amended by the Board of Directors at any meeting, a quorum being present, proper notice having been given, by majority vote of the Board of Directors present and voting. A quorum shall consist of at least three (3) of the members of said Board.

ARTICLE V – AMENDMENTS TO ARTICLES OF INCORPORATION

The Board of Directors of the corporation shall adopt amendments to the Articles of Incorporation by a majority vote of the Board of Directors present and voting at a meeting after proper notice given, assuming a quorum is present as set forth in Article IV hereinabove.

ARTICLE VI – FISCAL YEAR

The fiscal year of the corporation shall commence on the 1st day of July, and terminate on the 30th day of June.

ARTICLE VII – SEAL

The corporate seal shall have the name of the corporation and the word "seal" inscribed thereon, and may be facsimile, engraved, printed or an impression seal.

ARTICLE VIII – MISCELLANEOUS

Section 1. PRESUMPTION OF NOTICE. Any director present at a meeting either in person or by proxy shall be deemed conclusively to have received proper notice of the meeting unless he or she shall at such meeting make objection to any insufficiency of notice.

Section 2. SALARIES. Employees' salaries shall be fixed by the Board of Directors, and may be changed from time to time by a majority vote of the Board of Directors. Board members and officers shall receive no salary nor otherwise be compensated for services rendered by them in their capacity as board member or officer, but shall be reimbursed for expenses necessarily incurred by them while in the performance of their duties.

ARTICLE IX – MEMBERSHIP

There shall be no members of the corporation.

NOW THEREFORE, these By-Laws were adopted on the 28th day of July, 2009, by the Board of Directors, all as authorized in the Articles of Incorporation, and pursuant to Florida law.

Talmadge L. Mathews Sr., Director

Brian D. Bustle, Director

Dale L. Price, Director

Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER
entered into as of the 1st day of July 2025
by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
a body corporate operating and existing under the Laws of the State of Florida

and

PALMETTO CHARTER SCHOOL
1601 17TH Street West,
Palmetto, FL 34221

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Palmetto Charter School.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by both parties.

2. Term. The term of this Charter shall be 15 years commencing on July 1, 2025 and ending on June 30, 2040 unless terminated sooner as provided herein or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

6. The School agrees that it will abide by all Federal and State laws, statutes, rules and regulations applicable to any construction and/or renovations.

C. Education Program and Curriculum

1. Any material change to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

ii. Failure to meet generally accepted standards of fiscal management.

iii. Material violation of law.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice

shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A

board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor by uploading them to Charters.Link. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, academic goals for all students, subgroups, as well as measures of progress towards goals, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

    i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter, the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable.

The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades Kindergarten through 8.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officer;
2. Section 1006.07(7), relating to threat management teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.
7. The school shall comply with Alyssa's Law and all other monthly requirements that must be entered in Charters.Link, including, but not limited to, monthly threat assessment team meetings, active assailant and other emergency drills, and other safety measures as required by Florida law.

The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Annual Enrollment

1. Preliminary Projected Enrollment: No later than November 1 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming

school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the

student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:
(a) The due process hearing is conducted pursuant to applicable State laws and rules;
(b) A final decision is reached; and
(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request, and the parties agree

to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

I. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

K. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such

as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

L. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

M. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the

definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its

Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than

those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times

of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to

the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget
Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring

responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

i. Guarantee payment for any purchases made by the School;

ii. Guarantee payment for any debts incurred by the School;

iii. Guarantee payment for any loans taken out by the School.

iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 1601 17th Street West, Palmetto, FL 34221. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

B. Reasonable Distance for purposes of this Charter: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing more than two and less than four miles from the School, within Manatee County. To the extent that transportation is provided to students, the School is responsible for all transportation of students at the School's expense.

C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the

same basis and terms as other District schools.

D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the

premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or

any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account.

The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

   The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

   The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
   Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational

documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code, and shall submit certificates evidencing completion to Charters.Link also within (90) days of appointment.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a public employer and will participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of

sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change and entered into Charters.Link.

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18): NONE

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes. By August 1 of each year, the School shall disclose the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed

by the School who has equivalent decision-making authority per FL. Stat. § 1002.33(7)(a)(18).

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required

documents. The school must timely submit all required reports and documents under this Section 11 via upload to Charters.Link.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Governing Board meeting agenda and minutes

3. Bus Inspection Reports and proof of FDOT and Federal CDL compliance

4. Active assailant, Emergency Drills and Threat Management Team Meeting Minutes

B. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit

3. Program Cost Report

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]

7. Dismissal Policies and Procedures [if materially revised]

8. Crisis/Emergency Response Plan [if materially revised]

9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract [if materially revised]

12. Projected Enrollment [for subsequent school year]

13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District

15. Evidence of Insurance

16. Management Organization Agreement [if materially revised]

17. Student Progression Plan [if materially revised]

18. Sponsor's Pre-Opening Checklist and walk-through (due at least 1 week prior to students entering the building) when additional buildings are added or substantial renovations are made to the existing school facility.

19. Reunification Plan

20. Other reports or general monitoring documents as required by Florida Statutes.

C. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. 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 Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Attn: Governing Board Chair
Dr. Mike Mears
1601 17th Street West
Palmetto, FL 34221

The Arnold Law Firm
3840 Crown Point Rd., Ste. B
Jacksonville, FL 32257

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent
Dr. Jason Wysong
215 Manatee Avenue West
Bradenton, FL 34205

Kevin W. Pendley, B.C.S.
General Counsel
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which

the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: Dr. Mike Mears 5/28/25
Dr. Mike Mears, Governing Board Chair Date

ATTESTED:

By: 5/28/25
Kelli Douglas, Secretary Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chad Choate, Board Chair Date

ATTESTED:

By: _____
Jason Wysong, Superintendent Date

APPROVED AS TO FORM:

By: _____
Kevin W. Pendley, B.C.S. Date

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

AGENDA ITEM NO. 9.27

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of the K-12 Comprehensive Evidence-Based Reading Plan (CERP) for the 2025-2026 School Year (General Fund)

Executive Summary
Annually, school districts must submit a K-12 Comprehensive Evidence-Based Reading Plan (CERP) by August 1 of each year for the purpose of supporting increased student achievement in literacy and closing achievement gaps. In order to assist districts, the Florida Department of Education (FLDOE) has developed a standard format for district reading plans. The CERP must be approved by the applicable school board, charter school governing board, or lab school board of trustees, for the specific use of the evidence-based reading instruction allocation.

The District K-12 CERP depicts and details the role of administration (both district and school level), professional development, assessment, curriculum, and instruction in the improvement of student learning of the B.E.S.T. English Language Arts Standards as provided in Rule 6A-1.09401, Student Performance Standards, Florida Administrative Code (F.A.C.). This information is reflected for all schools and grade levels and shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff, and parents.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Ready To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Recommendation
The Superintendent recommends approval of the K-12 Comprehensive Evidence-Based Reading Plan (CERP) for the 2025-2026 school year (General Fund).

Financial Impact
Activities outlined in the CERP are budgeted through the General Fund and included in the annual Curriculum budget.

Contact
Submitting Department: Curriculum
Initiated by: Alison Nichols

Attachments:
Manatee_2025-2026_CERP

District Comprehensive Evidence-Based Reading Plan

Annually, school districts must develop a Comprehensive Evidence-Based Reading Plan (CERP) that outlines the components of the district's comprehensive system of reading instruction. In order to assist districts, the Florida Department of Education (Department) has developed the format below for district reading plans. Districts may utilize the Department's format or an alternative developed by the district. The CERP must be approved by the governing board or authority prior to being submitted to the Department by August 1 for approval. A charter school that elects to develop its own CERP must submit its CERP, approved by the governing board or authority, to the sponsoring district by July 15 and meet the requirements of sections (ss.) 1002.33(7)(a)2.a. and 1003.4201, Florida Statutes (F.S.).

The District CERP depicts and details the role of administration (both district and school level), professional learning, assessment, curriculum and instruction in the improvement of student learning of the Benchmarks for Excellent Student Thinking (B.E.S.T.) English Language Arts (ELA) Standards as provided in Rule 6A-1.09401, Florida Administrative Code (F.A.C.), Student Performance Standards. This information is reflected for all schools and grade levels and must be shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff and parents.

1) Contact Information

The Main District Reading Contact will be the Department's contact for the District CERP and is responsible for the plan and its implementation. Other contacts are those who work primarily with an area covered within the plan. Indicate the contacts for your district. **Add additional rows as needed.**

Point of Contact	Name	Email	Phone
Main Reading Contact	Alison Nichols	nicholsa@manateeschools.net	941-751-6550 ext. 43007
Data Element	Evan McCarthy	mccarthye@manateeschools.net	941-751-6550 ext. 43330
Third Grade Promotion	Alison Nichols	nicholsa@manateeschools.net	941-751-6550 ext. 43007
Multi-Tiered System of Supports	Larissa Bennett	bennettl@manateeschools.net	941-751-6550 ext. 43019
Secondary Reading/ELA	Tiffany Spradling	spradlingt@manateeschools.net	941-751-6550 ext. 43392

2) District Expenditures

Comprehensive System of Reading Instruction Expenditures (Rule 6A-6.053(9)(b)3.b., F.A.C.)
The reading funding included in the Florida Education Finance Program (FEFP) base funding is intended to provide comprehensive reading instruction to students in prekindergarten (PreK) through grade 12. Districts will include salaries and benefits, professional learning, assessment, programs/materials, tutoring and incentives required to effectively implement the district's plan. The expenditures must prioritize Voluntary Prekindergarten (VPK) students who have a substantial deficiency in early literacy skills and K-3 students who have a substantial reading deficiency or characteristics of dyslexia.

Charter schools must utilize their proportionate share in accordance with ss. 1002.33(7)(a)2.a., 1003.4201 and 1008.25(3)(a), F.S. *Note: All intensive reading interventions specified by the charter must be delivered by a teacher who has a literacy micro-credential or is certified or endorsed in reading.*

Comprehensive System of Reading Instruction Expenditures	Amount	FTE (where applicable)
Elementary Expenses		
Literacy coaches	**592,871.00**	**6**
Intervention teachers	**143,942.00**	**4**
Scientifically researched and evidence-based supplemental instructional materials	**261,220.00**	
Third grade summer reading camps	**350,000.00**	
Summer reading camps		
Secondary Expenses		
Literacy coaches	**325,964.00**	**3**
Intervention teachers		
Scientifically researched and evidence-based supplemental instructional materials	**172,666.00**	
PreK-Grade 12 Expenses		
Professional learning to help K-12 instructional personnel and certified PreK teachers earn a certification, a credential, an endorsement or an advanced degree in scientifically researched and evidence-based reading instruction	**36,805.00**	
Incentives for K-12 instructional personnel and certified PreK teachers who obtain the Reading Endorsement or Certification		
Incentives for PreK-12 instructional personnel who obtain an Emergent, Elementary or Secondary Literacy Micro-Credential		
Additional time per day of evidence-based intensive reading instruction for extended literacy learning (before or after school, summer, etc.)		
Tutoring programs to accelerate literacy learning	**62,136.00**	
Family engagement activities		
Other – Please Describe (Add additional rows as needed.)		
Participation in Literacy Conferences	**12,750.00**	
Alternative Assessment for 3rd Grade Reading	**6,100.00**	
Estimated Sum of Expenditures	**1,964,454.00**	

3) Literacy Leadership – District and School

A. Measurable Student Achievement Goals (Rule 6A-6.053(9)(b)3.d., F.A.C.)
Goals for the plan year should increase from the previous year in order to meet statewide literacy achievement goals.

For VPK, establish clear and measurable student literacy achievement goals based on percentiles from the Florida Assessment of Student Thinking (FAST).

FAST				
Grade	**Previous School Year – % of Students Scoring**	**Goal for Plan Year – % of Students Scoring**	**Previous School Year – % of Students Scoring**	**Goal for Plan Year – % of Students Scoring**
	Urgent Intervention <10th percentile	**Urgent Intervention** <10th percentile	**At & Above Benchmark** 40th percentile & above	**At & Above Benchmark** 40th percentile & above
VPK	0.4%	0%	92%	94%

1. **Describe how the district will improve literacy outcomes for VPK students based on an analysis of student performance data.**

The district's action plan to improve literacy outcomes for VPK students is a comprehensive, data-driven strategy focused on five key areas. First, student performance data is regularly analyzed to identify literacy gaps and inform instruction. Based on these insights, targeted instructional strategies such as small-group teaching and evidence-based curricula are implemented. Educators receive ongoing professional development to enhance their literacy instruction and data interpretation skills. Family engagement is also prioritized through Soar in 4 family activation programming, take-home resources, and regular communication about student progress. Finally, the district employs a continuous improvement cycle—assessing, analyzing, acting, monitoring, and adjusting—to ensure sustained progress and improved literacy outcomes for all VPK students.

For K-10, establish clear and measurable student literacy achievement goals based on achievement levels from the FAST.

FAST				
Grade	**Previous School Year – % of Students Scoring Level 1**	**Goal for Plan Year – % of Students Scoring Level 1**	**Previous School Year – % of Students Scoring Levels 3-5**	**Goal for Plan Year – % of Students Scoring Levels 3-5**
K	21%	19%	53%	55%
1	26%	24%	58%	60%
2	27%	25%	51%	53%
3	26%	24%	52%	54%
4	23%	21%	54%	56%
5	22%	20%	54%	56%
6	23%	21%	54%	56%
7	25%	23%	52%	54%
8	25%	23%	53%	55%
9	23%	21%	51%	53%
10	22%	20%	51%	53%

B. Plan Implementation and Monitoring (Rule 6A-6.053(10), F.A.C.)

Districts must monitor the implementation of the District CERP at the district and school level, including charter schools sponsored by a district.

1. **Provide an explanation of the following:**

Grades K-5	**District Level**	**School Level**
Data that will be collected and frequency of review	• FAST Data (PM1, PM2, PM3) • Lexia Core 5 Data (monthly) • Tier 2/3- Lexia Core 5 Data (monthly)	• FAST (PM1, PM2, PM3) • Lexia Core 5 Data (monthly) • Tier 1- Benchmark Advance Unit Assessments (monthly) • Tier 2/3- Lexia Core 5 Data (weekly) • Tier 2- Star CBM/DIBELS (bi-weekly) • Tier 3- Star CBM/DIBELS (weekly)

Actions for continuous support and improvement	• District Literacy Leadership Team Quarterly Meetings • District provided data analysis to school-based administrators • Provide professional learning around data analysis that includes problem solving, literacy practices and science of reading to administrators, coaches, and teachers • Review MTSS data in Branching Minds platform	• Weekly Reading Walkthroughs using the district provided expectations checklists • Monthly LLT meetings that follow a problem-solving model • Provide time weekly during Teacher Collaborative Team Meetings to discuss reading data, problem solve, and engage in professional learning • Review MTSS data in Branching Minds platform
Grades 6-8	**District Level**	**School Level**
Data that will be collected and frequency of review	• FAST Data (PM1, PM2, PM3) • Tier 2/3- Lexia Power Up Data (monthly)	• FAST (PM1, PM2, PM3) • Tier 1- Targeted Standards Assessments (monthly) • Tier 2/3- Lexia Power Up Data (weekly)
Actions for continuous support and improvement	• District Literacy Leadership Team (LLT) Quarterly Meetings • District provided data analysis to school-based administrators • Provide professional learning around data analysis that includes problem solving, literacy practices and science of reading to administrators, coaches, and teachers • Review MTSS data in Branching Minds platform	• Weekly Reading Walkthroughs using the district provided expectations checklists • Monthly LLT meetings that follow a problem-solving model • Provide time weekly during Teacher Collaborative Team Meetings to discuss reading data, problem solve, and engage in professional learning • Review MTSS data in Branching Minds platform
Grades 9-12	**District Level**	**School Level**
Data that will be collected and frequency of review	• FAST Data (PM1, PM2, PM3) • Tier 2/3- Lexia Power Up Data (monthly)	• FAST (PM1, PM2, PM3) • Tier 1- Targeted Standards Assessments (monthly) • Tier 2/3- Lexia Power Up Data (weekly)
Actions for continuous support and improvement	• District Literacy Leadership Team Quarterly Meetings • District provided data analysis to school-based administrators	• Weekly Reading Walkthroughs using the district provided expectations checklists

	• Professional learning around data analysis that includes problem solving, literacy practices and science of reading to administrators, coaches, and teachers • Review MTSS data in Branching Minds platform	• Monthly LLT meetings that follow a problem-solving model • Provide time weekly during Teacher Collaborative Team Meetings to discuss reading data, problem solve, and engage in professional learning • Review MTSS data in Branching Minds platform

2. Describe what has been revised to improve literacy outcomes for students in the district's CERP based upon the District CERP Reflection Tool and a root-cause analysis of student performance data.

Literacy Leadership and Professional Learning are the two priority areas that will be revised based on the CERP Reflection Tool. Revisions to these two areas include:

- Literacy coaches will be added to all elementary schools.
- Literacy Coach Coordinator will provide job-embedded coaching support to new elementary literacy coaches and all secondary reading coaches.
- Instructional rounds with school administrators based on student data with emphasis on literacy content knowledge and evidence-based reading practices at every school. Instructional rounds will include monitoring and evaluation based on student data.
- State Regional Literacy Director will continue to support (in collaboration with district literacy leaders) with identifying a prioritized list of evidence-based literacy practices that will have a high impact on student achievement in grades K-5 and provide professional learning in the identified evidence-based practices.
- UF Lastinger Center will provide professional learning to elementary literacy coaches to obtain the Literacy Coach Endorsement. This professional learning will take place during monthly Coaching Academy meetings.
- Secondary principals will receive targeted ongoing professional learning in science of reading and the practices that have a high impact on reading achievement.

3. Describe the process used by principals to monitor implementation of the reading plan, including the frequency of reading walkthroughs conducted by administrators.

The process for monitoring implementation is:

1. Communication of Reading Plan

The district reading plan will be shared and reviewed with school administrators during principal and AP meetings. Administrators will share the plan with school staff. The plan will be posted in Schoology for teachers and on the district's intranet for all staff to access. In addition, schools will align School Improvement Plans to the CERP.

2. Monitoring of Reading Plan

School administrators will receive professional learning in the use of district and state walkthrough tools and best practices in literacy instruction for reading. Monthly school-based literacy leadership team meetings will monitor the implementation of the plan, including analyzing reading walkthrough data and feedback from instructional rounds, for impact on grade-level reading proficiency and SIP goals

3. Determine Next Steps

The reading walkthrough tools and feedback from instructional rounds along with state and district assessments will guide school administrators in determining professional learning for teachers at their

school site. Curriculum and Instruction will share priority areas from the Reflection Tool needing improvements with school-based administrators., School-based Literacy Leadership Teams will reference the priority areas to devise and develop SIP goals for the next school year.

4. **In addition, describe how principals monitor collection and utilization of assessment data, including progress monitoring data, to inform instruction and support needs of students.**

To monitor assessment data:

- A district level team analyzes quarterly district data and shares information with school-based administrators through a data analysis protocol that includes analysis of subgroup data.
- Principals monitor collection of school-based data through the FAST portal, Focus, SchoolCity, and Branching Minds for progress monitoring of intervention data.

To monitor utilization of data and inform instruction:

- Instructional Leadership Teams will use a data analysis protocol through PLC's with grade level/department teams to determine differentiation of reading instruction and benchmarks/skills that are areas of strength and those that need to be reviewed. This data analysis will drive decisions made during planning by teachers for future instruction.
- Principals and AP's will monitor impact on instruction during reading walkthroughs utilizing state and/or district walkthrough tools and by continuously analyzing data through the FAST portal, Focus, SchoolCity and Branching Minds.

To support student needs:

- Schools implement problem solving steps following the MTSS framework and Reading Decision Trees grounded in data analysis with review of progress monitoring data in Branching Minds.
- The MTSS Coordinator will conduct training on the district MTSS framework and the Branching Minds platform with school-based Instructional Leadership Teams including the school-based MTSS facilitators to ensure a problem-solving process is used to determine instructional next steps and identify student needs for intervention.

C. Literacy Coaches (Rule 6A-6.053(4), F.A.C.)

The Just Read, Florida! literacy coach model delineates the roles and responsibilities of literacy coaches.

1. **Is the district using the Just Read, Florida! literacy coach model as defined in Rule 6A-6.053(4), F.A.C.?**

☒Yes **☐No**

2. **If no, please describe the evidence-based coach model the district is using.**

N/A

3. **How is the district's literacy coach model communicated to principals?**

Information about the Just Read FL! coaching model will:

- be communicated at the Summer Leadership Conference to principals and assistant principals along with the district Literacy Coach expectations
- be reviewed during monthly principal meetings
- be followed up with email communication to administrators as needed through Executive Briefs and during school-based meetings with administrators and literacy coaches facilitated by the district Literacy Coach Coordinator.

4. **How does the district support literacy coaches throughout the school year?**

The Literacy Coach Coordinator works closely with ELA Curriculum Coordinators and specialists to plan and facilitate monthly Coaching Academy meetings. These meetings provide instructional coaching support including the Literacy Coaching Endorsement coursework, data-informed instruction, and evidence-based reading practices grounded in the science of reading. The Literacy Coach Coordinator provides job-embedded professional learning for the coaches at school sites. In addition, Coaching Academy will include differentiated content based on Literacy Coaches experience levels and areas of growth.

5. **How is the district supporting coaches with prioritizing high-impact activities, such as conducting data analysis with teachers to establish goals and create action plans, coaching and providing professional learning based on need?**

Coaching logs (collected monthly) and district/school data (quarterly) will be reviewed by the Literacy Coach Coordinator and the Curriculum Department to determine ongoing coaching support and monthly professional learning provided during Coaching Academy meetings. Professional learning will be provided by the district's curriculum team and in collaboration with the State Regional Literacy Director on the Literacy Practice Profiles, coaching cycles, effective professional learning communities, and reflective conversations to help coaches with differentiating support based on teacher need. The Literacy Coach Coordinator will work alongside the coaches at their school sites to incorporate job-embedded professional learning. This support will be differentiated based on the needs of the individual coaches and schools.

6. **How does the district monitor implementation of the literacy coach model?**

Coaches will submit a monthly coaching log that outlines their time spent with teachers and students in classrooms and PLC's. Monthly coaching logs are reviewed, and state/district assessment data is analyzed to monitor implementation. Coaches will create a principal-coach agreement with school administrators to clarify the parameters of the coaching role and expectations of job responsibilities. The Curriculum Team will create and disseminate monthly surveys to reading coaches to gain feedback on Coaching Academy professional learning sessions and needs for future support.

7. **How does the district measure the effectiveness of literacy coaches?**

The Literacy Coach Coordinator and Curriculum Team will review the data provided in the monthly coaching logs. Additionally, the Literacy Coach Coordinator and Curriculum Team will continually analyze FAST data, district writing data, progress monitoring data, and SchoolCity data to determine the impact Literacy Coaches are making on student achievement. The Elementary and Secondary Curriculum Directors will share data from the coaching logs and assessments with upper leadership quarterly. Executive Directors will also review this data with principals during school visits and as part of monthly district principal meetings.

4) Assessment, Curriculum and Reading Instruction

A. Florida's Formula for Reading Success (Rule 6A-6.053(3)(a), F.A.C.)

K-12 reading instruction will align with Florida's Formula for Reading Success, 6 + 4 + T1 +T2 + T3, which includes:

- **Six components of reading**: oral language, phonological awareness, phonics, fluency, vocabulary and comprehension.
- **Four types of classroom assessments**: screening, progress monitoring, diagnostic and summative assessment.
- **Three tiers of instruction that are standards-aligned**; include accommodations for students with a disability, students with an Individual Educational Plan (IEP) and students who are English language learners; and incorporate the principles of Universal Design for Learning as defined in 34 Code of Federal Regulations 200.2(b)(2)(ii).

- **Core Instruction (Tier 1)**: provides print-rich explicit and systematic, scaffolded, differentiated instruction and corrective feedback; builds background and content knowledge; incorporates writing in response to reading.
- **Supplemental Instruction/Interventions (Tier 2)**: provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted still(s) and receive corrective feedback; occurs in addition to core instruction.
- **Intensive, Individualized Instruction/Interventions (Tier 3)**: provides explicit, systematic individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback and frequent progress monitoring; occurs in addition to core instruction and Tier 2 interventions. Tier 3 interventions must be provided to students identified as having a substantial deficiency in reading. All intensive reading interventions must be delivered by instructional personnel who are certified or endorsed in reading or possess a literacy micro-credential as provided in s. 1003.485, F.S.

1. **How does the district's strategic plan align with Florida's Formula for Reading Success for all students, including students with disabilities and students who are English language learners?**

The district's strategic plan focuses on foundational literacy skills and aligns to Florida's Formula for Success with the six components of reading. The district's strategic plan emphasizes the need for screening tools and evidence-based programs to support students with substantial reading needs such as dyslexia. This emphasis is a direct connection to the four assessments (screening, progress monitoring, diagnostic, and summative) in Florida's Formula for Success. Additionally, Florida's Formula for Success is reflected through the Decision Trees for K-12 reading instruction. Administrators will be trained in the Formula for Success during principal and AP meetings and will make connections to Florida's Formula for Success during instructional rounds held across the year during district principal meetings. The Formula for Success will help Literacy Leadership Teams engage in the MTSS framework with fidelity to problem solve for all students, including students with disabilities and students who are English language learners.

2. **Describe your public school PreK (VPK, Exceptional Student Education (ESE) and other PreK) program's plan for assessment, standards, instruction and support to meet the needs of all learners.**

Standards: All PreK teachers utilize the Florida Early Learning and Development Standards. Within the framework of standardized learning outcomes, the curriculum includes a scope and sequence for teaching and learning over the school year for teachers to support individualized learning. The standards encompass development in 8 essential areas: physical development, approaches to learning, social and emotional, language and literacy, mathematical thinking, scientific inquiry, social studies and creative expression through arts.

Instruction and Support to meet the needs of all classroom learners:
Three tiers of instruction that are standards-aligned; include accommodations for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners;

· **Core Instruction (Tier 1)**: provides print-rich explicit and systematic, scaffolded, differentiated instruction, and corrective feedback; builds background and content knowledge;

· **Supplemental Instruction/Interventions (Tier 2)**: provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to a student's ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted skill(s) and receive corrective feedback; occurs in addition to core instruction; and

· **Intensive, Individualized Instruction/Interventions (Tier 3)**: provides explicit, systematic individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback, and frequent progress monitoring; and occurs in addition to core instruction and Tier 2 interventions.

ESE Assessment: Both informal and formal assessments are used in the classroom. In addition to progress monitoring, students have individualized IEP goals that drive instructional practices. The Age Anchored, state approved, progress monitoring tool supports adaptive, cognitive and social emotional growth and development. The COS is completed at the end of the school year for students articulating to kindergarten.

VPK Assessment: Our classrooms use coordinated statewide screening, progress monitoring, and summative assessment consisting of PM 1, PM 2, and PM 3. Assessment results are used to identify student learning gains, and index development outcomes upon program completion. Teachers use the STAR Early Literacy state assessment.

2a. Describe the instructional materials your public school PreK (VPK, ESE and other PreK) program utilizes.

Early learning classroom core instruction is the state-approved HighScope Curriculum for all PreK programs (VPK, ESE, and other PreK). The HighScope Curriculum provides an academic foundation while promoting independence, decision-making, cooperation, creativity, and problem-solving in young children through learning objectives, effective adult interaction strategies, and assessment measures that help programs ensure a high-quality experience for all learners. Supplemental literacy instruction is supported by the Heggerty curriculum. Heggerty thematic units provide explicit and systematic instruction in phonological and phonemic awareness. Classrooms also use Conscious Discipline for social and emotional development and KinderMusik for incorporating arts and literacy.

3. Describe the interventions provided to public school VPK students identified as having a substantial deficiency in early literacy skills as defined in Rule 6A-6.053(5), F.A.C.

VPK students identified as having a substantial deficiency in early literacy skills scoring below the tenth (10th) percentile or those who are unable to complete the practice items at the middle or end of the year test administration of the coordinated screening and progress monitoring system receive intensive, explicit, systematic, and multisensory support.
We provide a holistic approach with the students and family. Once a student is identified as having a substantial deficiency in early literacy the family is notified. The family receives multisensory materials and activities to complete at home. The family is provided and encouraged to register with New Worlds Reading Initiative. The family is encouraged to participate in a free monthly family literacy event held by curriculum specialists. Classroom interventions includes the Heggerty curriculum, small group and 1-1 instruction. Teachers are encouraged to collaborate with their school's IST team to support students facing academic challenges. The school district also provides a summer bridge program to continue academic growth and prevent summer slide.

B. Assessment/Curriculum Decision Trees (Rule 6A-6.053(9)(b)4., F.A.C.)

Districts are required to develop Assessment/Curriculum Decision Trees to demonstrate how data will be used to determine specific reading instructional needs and interventions for all students in grades K-12. Use Assessment/Curriculum Decision Trees to address ALL students. The template can be used for grade bands or for individual grades.

The Decision Trees must contain the following information:

- Name of each assessment, targeted audience, component(s) of reading assessed, type of assessment, the frequency of data collection and the method and timeframes by which assessment data will be provided to teachers and parents. For students in VPK through grade 10, the FAST must be administered pursuant to s. 1008.25(9)(b), F.S., and included as a component of the Assessment/Curriculum Decision Trees.

- Performance criteria used for decision-making for each assessment at each grade level.
- Evidence-based instructional materials and strategies.
- Specific criteria for when a student is identified to receive intensive reading interventions (Tier 3), what intensive reading interventions will be used, how the intensive reading interventions are provided and assurance that intensive reading interventions are delivered by a teacher who is certified or endorsed in reading or instructional personnel who possess a literacy micro-credential.
- Identification of the multisensory interventions provided to students in grades K-3 who have a substantial deficiency in reading or characteristics of dyslexia, including a description of the intensive, explicit, systematic and multisensory reading interventions which will be provided to students in grades K-3.

Note: Evidence-based instructional materials and strategies have a significant effect on improving student outcomes and meet strong, moderate or promising levels of evidence as defined in 20 United States Code (U.S.C.) s. 7801(21)(A)(i):

(A) …an activity, strategy or intervention that –
(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on –
(I) strong evidence from at least 1 well-designed and well-implemented experimental study;
(II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or
(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias.

Grades VPK-5

1. Grades VPK-5 Assessments

FAST				
Name of the Assessment	**Target Audience**	**What component of reading is assessed?**	**Assessment Type**	**How often is the data collected?**
FAST Star Early Literacy	☒ VPK ☒ Grade K ☒ Grade 1	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year
FAST Star Reading	☒ Grade 1 ☒ Grade 2	☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year
FAST ELA Reading	☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year

Indicate in the chart below any additional assessment(s) used to guide instructional decision-making for grades PreK-5 students. Add additional rows as needed.

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades PreK-5) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
Other District Assessment (Lexia Core 5)	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☒ All Students ☐ Select Students	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Core Phonics Survey)	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☐ Grade 4 ☐ Grade 5 ☒ All Students ☒ Select Students	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☐ Fluency ☐ Vocabulary ☐ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Tier 2/3 Star CBM Reading)	☐ VPK ☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5 ☐ All Students ☒ Select Students	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☒ Weekly ☒ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Tier 2/3-DIBELS)	☐ VPK ☐ PreK ☐ Grade K ☐ Grade 1 ☐ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5 ☐ All Students	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☒ Weekly ☒ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades PreK-5) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
	☒ Select Students			

2. Students with a Substantial Deficiency in Reading (Rule 6A-6.053(6), F.A.C.)

Students identified with a substantial deficiency in reading must have an individualized progress monitoring plan that is designed to address the student's specific reading deficiency and that meets the minimum requirements set forth in s. 1008.25(4)(c), F.S. The individualized progress monitoring plan must be developed within forty-five (45) days after the results of the coordinated screening and progress monitoring system become available, and parents must be consulted in the development of the plan.

Students with qualifying disabilities covered by an IEP or a 504 Plan are exempt from the requirement to have a progress monitoring plan, if the IEP or 504 Plan addresses the student's reading deficiency. Nothing in Rule 6A-6.053, F.A.C., should be construed to require or prohibit an IEP or 504 Plan or the contents of the CERP.

A K-3 student is identified as having a substantial deficiency in reading if:

- The student is identified as in need of Tier 3 interventions;
- A student in grades K-3 demonstrates through progress monitoring, formative assessments or teacher observation data, minimum skill levels for reading competency in one or more of the six (6) components of reading; and
    - For kindergarten, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle or end of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.;
    - For grades 1 and 2, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment for the specified testing window of the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.; or
    - For grade 3, the student scores below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(9), F.S.
- A student in grade 3 scores Level 1 on the end-of-year statewide, standardized ELA assessment pursuant to s. 1008.22(3)(a), F.S.

Tier 3 interventions must be provided to students identified as having a substantial reading deficiency.

2a. Describe the district's process (e.g., Multi-Tiered System of Supports (MTSS) for identifying grades K-3 students in need of Tier 2/Tier 3 interventions.

School leaders use the MTSS process to determine the student's level of Tier support at the beginning of the year based on FAST PM1 data and as stated in the Decision Trees. School leaders will use the guidelines provided on the decision tree for progress monitoring, the addition of instruction, and the discontinuation of tiered instruction ongoing across the year. Branching Minds will support schools with decision making for tiered instruction and subsequent progress monitoring.

2b. Describe the district's process (e.g., MTSS) for identifying grades 4-5 students in need of Tier 2/Tier 3 interventions.

School leaders use the MTSS process to determine the student's level of Tier support at the beginning of the year based on FAST PM1 data. School leaders will use the guidelines provided on the decision tree for progress monitoring, the addition of instruction, and the discontinuation of tiered instruction ongoing across the year. Branching Minds will support schools with decision making for tiered instruction and subsequent progress monitoring.

3. Students with Characteristics of Dyslexia (Rule 6A-6.053(7), F.A.C.)

Students who have characteristics of dyslexia must be covered by one of the plans described in s. 1008.25(4)(b), F.S., and parents must be consulted in the development of the plan.

3a. If not included within the Decision Tree, describe the district's process (i.e., actionable steps) for identifying grades K-3 students with characteristics of dyslexia. Tier 3 interventions must be provided to students identified as having characteristics of dyslexia.

Kindergarten students will be administered FAST Star Early Literacy, Star CBM Letter Name Fluency, Star CBM Letter Sound Fluency, and Core Phonics Survey Parts A-D (letter name and sound identification) three times a year as a universal screener. Assessment data will be used to identify students who may exhibit a reading deficiency and/or characteristics of dyslexia. Any student that scores below the 25th percentile on FAST and/or scores in the "Intervention" benchmark category for the time of year on Star CBM measures, will begin Tier 3 interventions immediately while following the MTSS process.

First grade students will be administered FAST Star Reading, Star CBM Expressive Nonsense Word Fluency, and Star CBM Phoneme Segmentation. Any student that scores below the 10th percentile on FAST Star Reading, will be given the Star Early Literacy assessment. Students scoring below the 25th percentile on Star Early Literacy assessment will be screened using Star CBM Expressive Nonsense Word Fluency, Phoneme Segmentation, and parts A-D of the CORE Phonics Survey Assessment data will be used to identify students who may exhibit a reading deficiency and/or characteristics of dyslexia. Any student that scores below the 10th percentile on the Star Early Literacy assessment and/or scores in the "Intervention" benchmark category for the time of year on Star CBM measures, will begin Tier 3 interventions immediately while following the MTSS process.

Second grade students will be administered FAST Star Reading, 2nd Grade Star CBM Oral Reading Fluency, and Star CBM Expressive Nonsense Word Fluency three times a year as a universal screener. Students scoring below the 25th percentile on the Star Reading assessment and/or scores in the "On Watch" benchmark category for the time of year on the Star CBM measures, will be screened using Parts A-K of the CORE Phonics Survey. Assessment data will be used to identify students who may exhibit a reading deficiency and/or characteristics of dyslexia. Any student that scores below the 10th percentile on Star Reading assessment and/or scores in the "Intervention" benchmark category for the time of year on Star CBM measures, will begin Tier 3 interventions immediately while following the MTSS process.

Third grade students will be administered FAST and the DIBELS Oral Reading Fluency 3rd grade measure three times a year as a universal screener. Any student that scores below the 20th percentile on FAST and/or scores in the "red intensive support" benchmark goal category for the time of year on DIBELS ORF, will be administered DIBELS Nonsense Word Fluency and the CORE Phonics Survey Parts A-K. Any student that scores in the 'red intensive support"' benchmark goal category for the time of year on DIBELS ORF and NWF will begin Tier 3 interventions immediately on the phonics concepts indicated while following the MTSS process.

3b. Describe the district's process for providing additional screening to students with characteristics of dyslexia pursuant to s. 1008.25(9), F.S. Name the screener(s) utilized.

Once students are identified with having a substantial reading deficiency and/or characteristics of dyslexia, students will be given the CORE Phonics Survey and a spelling inventory. Kindergarten students will be given a phonological awareness screener to gain further information. Intentional Tier 3 reading instruction will begin based on the data provided by the assessments. Tier 3 reading instruction will be delivered by a teacher who is reading endorsed/certified or has earned a Literacy Micro-credential using an evidence-based intensive, explicit and systematic reading intervention program. Teachers will progress monitor students weekly using Star CBM measures for kindergarten-2nd grade and DIBELS for 3rd grade based on the results of the universal screeners specific to each grade level. The district will follow the MTSS framework for all students that continue to show a substantial reading deficiency and/or characteristics of dyslexia. This process will include parental notification and the involvement of parents in the MTSS process. Students not showing progress in Tier 3 instruction based on ongoing progress monitoring will be referred to the school counselor and/or psychologist for additional screening.

4. Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthroughs
- Analysis of FAST data three times per year
- Analysis of Lexia data
- Analysis of Star CBM/DIBELS and Core Phonics Survey data
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

5. Explain how the effectiveness of Tier 2 interventions is monitored.

- Weekly administrative walkthroughs
- Analysis of FAST data three times per year
- Analysis of Lexia data
- Analysis of Star CBM/DIBELS and Core Phonics Survey data
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

6. Explain how the effectiveness of Tier 3 interventions is monitored.

- Weekly administrative walkthroughs
- Analysis of FAST data three times per year
- Analysis of Lexia data
- Analysis of Star CBM/DIBELS and Core Phonics Survey data
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

Kindergarten Decision Tree
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.
Tier 1 (Core) Only
Beginning of Year Data
Students must meet the following criteria at the beginning of the school year: • FAST PM 1 (Star Early Literacy)- 25th percentile and above **AND**

• Star CBM Assessment: Letter Naming Fluency- Correct per minute score of 11 and above **AND**
• Star CBM Assessment: Letter Sound Fluency- Correct per minute score of 6 and above **AND**
• Core Phonics Survey Parts A, B- Identifies 20 or more letter names **AND**
Core Phonics Survey Parts C, D- Identifies 12 or more letter sounds

List performance criteria that indicate Tier 1 instruction is sufficient for at least 80% of students.

- Student scores at or above 25th percentile at FAST PM 2 and PM 3 AND
- Star CBM Assessment: Letter Naming Fluency- "On Watch" or "At/Above" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Star CBM Assessment: Letter Sound Fluency- "On Watch" or "At/Above" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Students are meeting quarterly expectations on the standards-based report card for Letter Names and Letter Sounds as evidenced by Core Phonics Survey Parts A-D

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Core Instruction
Indicate the core curriculum utilized. Add additional rows as needed.

Name of Program	**Year of Program Adoption**
Benchmark Advance	**2021-2022 school year**

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

- FAST PM 2/3 (Star Early Literacy)- 10th-24th percentile **AND**
- Star CBM Assessment: Letter Naming Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Star CBM Assessment: Letter Sound Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Core Phonics Survey Parts A, B- Identifies 20 or more letter names **AND**
- Core Phonics Survey Parts C, D- Identifies 12 or more letter sounds

Student consistently scores in the "Intervention" category as measured by the Star CBM benchmark goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.

Tier 1 Instruction + Tier 2 Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- 10-24th percentile **AND**

• Star CBM Assessment: Letter Naming Fluency- Correct per minute score of 10 and below **AND** • Star CBM Assessment: Letter Sound Fluency- Correct per minute score of 5 and below **AND** • Core Phonics Survey Parts A, B- Identifies 20 or more letter names **AND** • Core Phonics Survey Parts C, D- Identifies 12 or more letter sound	**OR**	• Star CBM Assessment: Letter Naming Fluency- Correct per minute score of 11 and above **AND** • Star CBM Assessment: Letter Sound Fluency- Correct per minute score of 6 and above **AND** • Core Phonics Survey Parts A, B- Identifies 19 or less letter names **AND** • Core Phonics Survey Parts C, D- Identifies 11 or less letter sounds

Number of times per week interventions are provided:
At least 3 times per week.
Number of minutes per intervention session:
At least 15-30 minutes.

Supplemental Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
In Tandem		In Tandem does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as In Tandem is an explicit, systematic, and multisensory phonics program grounded in the science of reading. In Tandem provides a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In addition, the program utilizes authentic texts transferring newly acquired decoding skills. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, and instructional rounds with administrators. Regularly scheduled professional learning on the science of reading and In Tandem program design will be available for administrators, coaches, and teachers.

Lexia Core 5 Teacher led lessons	The program shows Evidence for ESSA with a strong rating with average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
In Tandem		In Tandem does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as In Tandem is an explicit, systematic, and multisensory phonics program grounded in the science of reading. In Tandem provides a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In addition, the program utilizes authentic texts transferring newly acquired decoding skills. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, and instructional rounds with administrators. Regularly scheduled professional learning on the science of reading and In Tandem program design will be available for administrators, coaches, and teachers.
Benchmark Advance Intervention Lessons	This resource has a Moderate ESSA Evidence Level based on an Indian River Study.	
Lexia Core 5 Teacher led lessons	The program shows evidence for ESSA with a strong rating with average effect size of +0.23.	

English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 **year or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score**		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on state assessments of language skills with effect sizes ranging from 0.19 to 0.40.
For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided. • In Tandem • Lexia Core 5 Teacher Led Lessons • Benchmark Advance Intervention Lessons		

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

- FAST PM 2/3 (Star Early Literacy)- Below 10th percentile **AND**
- Star CBM Assessment: Letter Naming Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Star CBM Assessment: Letter Sound Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Core Phonics Survey Parts A, B- Identifies 19 or less letter names **AND**
- Core Phonics Survey Parts C, D- Identifies 11 or less letter sounds

Student consistently scores in the "Intervention" category as measured by the Star CBM benchmark goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- Below 10th percentile **AND**
- Star CBM Assessment: Letter Naming Fluency- Correct per minute score of 10 and below **AND**
- Star CBM Assessment: Letter Sound Fluency- Correct per minute score of 5 and below **AND**
- Core Phonics Survey Parts A, B- Identifies 19 or less letter names **AND**

Core Phonics Survey Parts C, D- Identifies 11 or less letter sounds

Number of times per week interventions are provided:
Daily
Number of minutes per intervention session:
At least 15-30 minutes.

Intensive, Individualized Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
In Tandem		In Tandem does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as In Tandem is an explicit, systematic, and multisensory phonics program grounded in the science of reading. In Tandem provides a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. In

		Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In addition, the program utilizes authentic texts transferring newly acquired decoding skills. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, and instructional rounds with administrators. Regularly scheduled professional learning on the science of reading and In Tandem program design will be available for administrators, coaches, and teachers.
Lexia Core 5 Teacher-Led Lessons	The program shows evidence for ESSA with a strong rating with average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
In Tandem		In Tandem does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as In Tandem is an explicit, systematic, and multisensory phonics program grounded in the science of reading. In Tandem provides a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In addition, the program utilizes authentic texts transferring newly acquired decoding skills. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, and instructional rounds with administrators. Regularly scheduled

		professional learning on the science of reading and In Tandem program design will be available for administrators, coaches, and teachers.
Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with average effect size of +0.23.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on state assessments of

		language skills with effect sizes ranging from 0.19 to 0.40.

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.
In Tandem
Lexia Core 5 Teacher Led Lessons

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?
The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

First Grade Decision Tree

Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.

Tier 1 (Core) Only

Beginning of Year Data

Students must meet the following criteria at the beginning of the school year:
- FAST PM 1 (Star Reading)- 10th percentile and above **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- Correct per minute score of 9 and above **AND/OR**

Star CBM Assessment: Phoneme Segmentation- Correct per minute score of 16 and above

List performance criteria that indicate Tier 1 instruction is sufficient for at least 80% of students.
- Student scores 25th percentile and above at FAST PM 2 and PM 3 **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- "On Watch" or "At/Above" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Star CBM Assessment: Phoneme Segmentation- "On Watch" or "At/Above" benchmark category based on the time of year (Fall, Winter, Spring)

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?
- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Core Instruction Indicate the core curriculum utilized. Add additional rows as needed.	
Name of Program	**Year of Program Adoption**
Benchmark Advance	**2021-2022**

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

- FAST PM 2/3 (Star Reading)- Below 24th percentile **OR**
- FAST PM 2/3 (Star Early Literacy) **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring) **OR**
- Star CBM Assessment: Phoneme Segmentation- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring)

Student consistently scores in the "Intervention" category as measured by the Star CBM benchmark goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.

Tier 1 Instruction + Tier 2 Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

- FAST PM 1 (Star Reading)- Below 10th percentile *or* Star Early Literacy (PM1) 10th-24th percentile **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- Correct per minute score of 8 and below **OR**

Star CBM Assessment: Phoneme Segmentation- Correct per minute score of 15 and below

Number of times per week interventions are provided:
At least 3 times per week.
Number of minutes per intervention session:
At least 15-30 minutes.

Supplemental Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
In Tandem		In Tandem does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as In Tandem is an explicit, systematic, and multisensory phonics program grounded in the science of reading. In Tandem provides a research-based approach using decodable texts that work "in tandem" with small group reading

		instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In addition, the program utilizes authentic texts transferring newly acquired decoding skills. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, and instructional rounds with administrators. Regularly scheduled professional learning on the science of reading and In Tandem program design will be available for administrators, coaches, and teachers.
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
Benchmark Advance Intervention Lessons	This resource has a Moderate ESSA Evidence Level based on an Indian River Study.	
Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with an average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year or less in U.S. schools		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to

and K-5 students that have 1.0-2.4 in oral proficiency score		Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on state assessments of language skills with effect sizes ranging from 0.19 to 0.40.
For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided. • In Tandem • Lexia Core 5 Teacher Led Lessons • Benchmark Advance Differentiated Tier 2 Lessons • SIPPS		
Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year: • FAST PM 2/3 (Star Reading)- Below 10th percentile **AND** • FAST PM 2/3 (Star Early Literacy)- Below 10th percentile **AND**		

- Star CBM Assessment: Expressive Nonsense Word Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Star CBM Assessment: Phoneme Segmentation- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring)

Student consistently scores in the "Intervention" category as measured by the Star CBM benchmark goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- Below 10th percentile **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- Correct per minute score of 8 and below **AND**

Star CBM Assessment: Phoneme Segmentation- Correct per minute score of 15 and below

Number of times per week interventions are provided:
Daily
Number of minutes per intervention session:
At least 15-30 minutes.

Intensive, Individualized Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
In Tandem		In Tandem does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as In Tandem is an explicit, systematic, and multisensory phonics program grounded in the science of reading. In Tandem provides a research-based approach using decodable texts that work "in tandem" with small group reading instruction. The scope and sequence ensure students build the letter-sound correspondence and spelling-pattern knowledge needed for strong decoding and encoding skills. In Tandem offers high-quality explicit instruction in phonemic awareness, phonics, vocabulary, comprehension, writing, and fluency. In addition, the program utilizes authentic texts transferring newly acquired

		decoding skills. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, and instructional rounds with administrators. Regularly scheduled professional learning on the science of reading and In Tandem program design will be available for administrators, coaches, and teachers.
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
Benchmark Advance Phonics Intervention Kit		Benchmark Advance Phonics Intervention kit does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as the Benchmark Advance Phonics Intervention kit is a fully comprehensive phonics program designed for Tier 3 intervention. The program offers multi-modal, cumulative instruction grounded in the science of reading. The lessons include explicit and systematic instruction that helps students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, and writing and recognizing words. The program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The district will support and monitor implementation of the evidence-based reading instruction through FAST progress monitoring assessments, Star CBM progress monitoring, quarterly data review meetings with district Literacy Leadership Team and instructional rounds with administrators. Regularly scheduled professional learning on the Science of Reading and In Tandem program design will be available for administrators, coaches, and teachers.
Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with an	

	average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia

		English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on state assessments of language skills with effect sizes ranging from 0.19 to 0.40.

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

- In Tandem
- SIPPS
- Lexia Core 5 Teacher Led Lessons

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Second Grade Decision Tree

Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.

Tier 1 (Core) Only

Beginning of Year Data

Students must meet the following criteria at the beginning of the school year:

- FAST PM 1 (Star Reading)- 25th percentile and above *or* previous year FAST PM 3 (Star Reading)- 25th percentile and above **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- Correct per minute score of 16 and above **AND** Star CBM Assessment: 2nd Grade Level Oral Reading Fluency- Correct per minute score of 54 and above

List performance criteria that indicate Tier 1 instruction is sufficient for at least 80% of students.

- Student scores 25th percentile and above at FAST PM 2 and PM 3 **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- "On Watch" or "At/Above" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Star CBM Assessment: 2nd Grade Oral Reading Fluency- "On Watch" or "At/Above" benchmark category based on the time of year (Fall, Winter, Spring)

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data

- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Core Instruction
Indicate the core curriculum utilized. Add additional rows as needed.

Name of Program	Year of Program Adoption
Benchmark Advance	**2021-2022**

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

- FAST PM 2/3 (Star Reading)- Below 24th percentile **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring) **OR**
- Star CBM Assessment: 2nd Grade Oral Reading Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring)

Student consistently scores in the "Intervention" category as measured by the Star CBM benchmark goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.

Tier 1 Instruction + Tier 2 Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

- FAST PM 1 (Star Reading)- 10th-24th percentile *or* previous year FAST PM 3 (Star Reading)- 10th-24th percentile **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- Correct per minute score of 15 and below **OR**

Star CBM Assessment: 2nd Grade Oral Reading Fluency- Correct per minute score of 53 and below

Number of times per week interventions are provided:
At least 3 times per week.
Number of minutes per intervention session:
At least 15-30 minutes.

Supplemental Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
Benchmark Advance Intervention Lessons	This resource has a Moderate ESSA Evidence Level based on an Indian River Study.	

Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with an average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators.

		Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on state assessments of language skills with effect sizes ranging from 0.19 to 0.40.

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

- SIPPS
- Lexia Core 5 Teacher Led Lessons

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

- FAST PM 2/3 (Star Reading)- Below 10th percentile **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring) **AND**
- Star CBM Assessment: 2nd Grade Oral Reading Fluency- "Intervention" benchmark category based on the time of year (Fall, Winter, Spring)

Student consistently scores in the "Intervention" category as measured by the Star CBM benchmark goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

- FAST PM 1 (Star Reading)- Below 10th percentile *and/or* assessed using Star Early Literacy **AND**
- Star CBM Assessment: Expressive Nonsense Word Fluency- Correct per minute score of 15 and below **AND**

Star CBM Assessment: 2nd Grade Oral Reading Fluency- Correct per minute score of 53 and below

Number of times per week interventions are provided:
Daily
Number of minutes per intervention session:
At least 15-30 minutes.

Intensive, Individualized Instruction/Interventions

Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
Benchmark Advance Phonics Intervention		Benchmark Advance Phonics Intervention kit does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as the Benchmark Advance Phonics Intervention kit is a fully comprehensive phonics program designed for Tier 3 intervention. The program offers multi-modal, cumulative instruction grounded in the science of reading. The lessons include explicit and systematic instruction that helps students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, and writing and recognizing words. The program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The district will support and monitor implementation of the evidence-based reading instruction through FAST progress monitoring assessments, Star CBM progress monitoring, quarterly data review meetings with district Literacy Leadership Team and instructional rounds with administrators. Regularly scheduled professional learning on the Science of Reading and In Tandem program design will be available for administrators, coaches, and teachers.
Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with an average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		

Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies

		also found emergent bilingual students who used Lexia English outgained or outscored non-users on state assessments of language skills with effect sizes ranging from 0.19 to 0.40.

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

- SIPPS
- Benchmark Advance Phonics Intervention Kit
- Lexia Core 5 Teacher Led Lessons

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Third Grade Decision Tree	
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.	
Tier 1 (Core) Only	
Beginning of Year Data	
Students must meet the following criteria at the beginning of the school year: • FAST PM 1- 36th percentile and above *or* previous year FAST PM 3- 25th percentile and above **AND** DIBELS 3rd Grade Oral Reading Fluency- Correct per minute score of 73 and above	
List performance criteria that indicate Tier 1 instruction is sufficient for at least 80% of students. • FAST PM 2/3 36th percentile and above • DIBELS 3rd Grade Oral Reading Fluency- "Core support" benchmark goal based on the time of year (Beginning, Middle, End)	
What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Weekly administrative walkthroughs • Analysis of FAST data three times per year • Analysis of Lexia data • Analysis of DIBELS and Core Phonics Survey data • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools	
Core Instruction **Indicate the core curriculum utilized. Add additional rows as needed.**	
Name of Program	**Year of Program Adoption**
Benchmark Advance	**2022-2023**

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:		
Tier 1 Instruction + Tier 2 Interventions		
Beginning of Year Data		
Students who meet the following criteria at the beginning of the school year: • FAST PM 2/3- 20th-35th percentile **AND** • DIBELS 3rd Grade Oral Reading Fluency- "Strategic support" or "Intensive support" benchmark goal based on the time of year (Beginning, Middle, End) **OR** • DIBELS Nonsense Word Fluency- Words Recorded Correctly "Strategic support" or "Intensive support" benchmark goal based on the time of year (Beginning, Middle, End) *Student consistently scores in the "strategic support" benchmark goal as measured by DIBELS 8th Edition based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.*		
Number of times per week interventions are provided: At least 3 times per week. **Number of minutes per intervention session:** At least 15-30 minutes.		
Supplemental Instruction/Interventions **Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.**		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
Benchmark Advance Intervention Lessons	This resource has a Moderate ESSA Evidence Level based on an Indian River Study.	
SRA Corrective Reading	This resource has Promising ESSA Evidence level.	
Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with an average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**

Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on

		state assessments of language skills with effect sizes ranging from 0.19 to 0.40.

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

- SIPPS
- Benchmark Advance Phonics Intervention Kit
- Lexia Core 5 Teacher Led Lessons

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

- FAST PM 2/3- Below 20th percentile **AND**
- DIBELS 3rd Grade Oral Reading Fluency- "Intensive support" benchmark goal based on the time of year (Beginning, Middle, End) **AND**
- DIBELS Nonsense Word Fluency- Words Recorded Correctly "Intensive support" benchmark goal based on the time of year (Beginning, Middle, End) **AND/OR** Correct Letter Sounds "Strategic support" or "Intensive support" benchmark goal based on the time of year (Beginning, Middle, End)

Student consistently scores in the "intensive support" benchmark goal as measured by DIBELS 8th Edition based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:

- FAST PM 1- Below 20th percentile *or* previous year FAST PM 3- Below 10th percentile **AND**
- DIBELS 3rd Grade Oral Reading Fluency- Correct per minute score of 54 and below **AND**
- DIBELS Nonsense Word Fluency- Words Recorded Correctly- Correct per minute score of 17 and below **AND/OR** Correct Letter Sounds- Correct per minute score of 75 and below

3rd grade retained students must receive tier 3 interventions

Number of times per week interventions are provided:
Daily
Number of minutes per intervention session:
At least 15-30 minutes.

Intensive, Individualized Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
Benchmark Advance Phonics Intervention		Benchmark Advance Phonics Intervention kit does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice

		Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as the Benchmark Advance Phonics Intervention kit is a fully comprehensive phonics program designed for Tier 3 intervention. The program offers multi-modal, cumulative instruction grounded in the science of reading. The lessons include explicit and systematic instruction that helps students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, and writing and recognizing words. The program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The district will support and monitor implementation of the evidence-based reading instruction through FAST progress monitoring assessments, Star CBM progress monitoring, quarterly data review meetings with district Literacy Leadership Team and instructional rounds with administrators. Regularly scheduled professional learning on the Science of Reading and In Tandem program design will be available for administrators, coaches, and teachers.
Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with an average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s)

or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score		support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on state assessments of language skills with effect sizes ranging from 0.19 to 0.40.

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

- SIPPS
- Benchmark Advance Phonics Intervention Kit
- Lexia Core 5 Teacher Led Lessons

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with

fidelity and with initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Fourth and Fifth Grade Decision Tree		
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.		
Tier 1 (Core) Only		
Beginning of Year Data		
Students must meet the following criteria at the beginning of the school year: FAST PM 1- 36th percentile and above *or* previous year FAST PM 3- 36th percentile and above		
List performance criteria that indicate Tier 1 instruction is sufficient for at least 80% of students. Student scores Level 3 and above on FAST assessment		
What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Weekly administrative walkthroughs • Analysis of FAST data three times per year • Analysis of Lexia data • Analysis of DIBELS data • MTSS Teams and Literacy Leadership Teams District walkthroughs of schools		
Core Instruction **Indicate the core curriculum utilized. Add additional rows as needed.**		
Name of Program	**Year of Program Adoption**	
Benchmark Advance	**2022-2023**	
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: Student scores Level 2 or below at FAST PM 2 and/or PM 3		
Tier 1 Instruction + Tier 2 Interventions		
Beginning of Year Data		
Students who meet the following criteria at the beginning of the school year: FAST PM 1- 20th to 35th percentile *or* previous year FAST PM 3- 20th to 35th percentile		
Number of times per week interventions are provided: At least 3 times per week. **Number of minutes per intervention session:** At least 15-30 minutes.		
Supplemental Instruction/Interventions **Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.**		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**

Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
Benchmark Advance Intervention Lessons	This resource has a Moderate ESSA Evidence Level based on an Indian River Study.	
SRA Corrective Reading	This resource has Promising ESSA Evidence level.	
Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with an average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided

		corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on state assessments of language skills with effect sizes ranging from 0.19 to 0.40.

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

- SIPPS
- Benchmark Advance Phonics Intervention Kit
- Lexia Core 5 Teacher Led Lessons

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

- FAST PM 2– Below the 20th percentile **AND/OR**

Student consistently scores in the "Intensive support" benchmark goal as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention.

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:
FAST PM 1- Below the 20th percentile *or* previous year FAST PM 3- Below the 20th percentile

Number of times per week interventions are provided:
Daily
Number of minutes per intervention session:
At least 15-30 minutes.

Intensive, Individualized Instruction/Interventions

Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
Benchmark Advance Phonics Intervention		Benchmark Advance Phonics Intervention kit does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as the Benchmark Advance Phonics Intervention kit is a fully comprehensive phonics program designed for Tier 3 intervention. The program offers multi-modal, cumulative instruction grounded in the science of reading. The lessons include explicit and systematic instruction that helps students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, and writing and recognizing words. The program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The district will support and monitor implementation of the evidence-based reading instruction through FAST progress monitoring assessments, Star CBM progress monitoring, quarterly data review meetings with district Literacy Leadership Team and instructional rounds with administrators. Regularly scheduled professional learning on the Science of Reading and In Tandem program design will be available for administrators, coaches, and teachers.
Lexia Core 5 Teacher Led Lessons	The program shows evidence for ESSA with a strong rating with an average effect size of +0.23.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, if used instead of or in addition to programs above. Add additional rows as needed.		

Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS)	The SIPPS program has a Moderate ESSA Evidence level with an average effect size of +0.25.	
English Language Learners		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia English with Teacher led lessons for all students with 1 year or less in U.S. schools and K-5 students that have 1.0-2.4 in oral proficiency score		Lexia English does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program as Lexia English is an adaptive blended learning program that supports Emergent Bilingual students' English language acquisition through academic conversations. Lexia English is aligned to WIDA standards and provides a research-based approach to language development and integrates three key areas: speaking, listening, and grammar. The embedded speech recognition technology provides students with immediate and guided corrective feedback to help each student progress linguistically. The district will support and monitor implementation of this program through quarterly data review meetings with district Literacy Leadership Team, FAST progress monitoring data, WIDA scores, and instructional rounds with administrators. Regularly scheduled professional learning on the usage of Lexia English will be available for administrators, coaches, and teachers. Lexia English had third party companies conduct 5 research studies on the efficacy of Lexia English. These studies meet the second highest tier of evidence for an educational intervention described by the Every Student Succeeds Act (ESSA). Lexia English shows strong positive relationships between performance in Lexia English and scores on established measures of English Language Proficiency with positive correlations ranging from 0.53 to 0.69. Studies also found emergent bilingual students who used Lexia English outgained or outscored non-users on

		state assessments of language skills with effect sizes ranging from 0.19 to 0.40.

For K-3 students who have a substantial deficiency in reading or characteristics of dyslexia, identify the multisensory interventions provided.

- SIPPS
- Benchmark Advance Phonics Intervention Kit
- Lexia Core 5 Teacher Led Lessons

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

7. Summer Reading Camps (Rule 6A-6.053(8), F.A.C.)

Requirements of Summer Reading Camps pursuant to s. 1008.25(8), F.S., include:

- Providing instruction to grade 3 students who score Level 1 on the statewide, standardized ELA assessment;
- Implementing evidence-based explicit, systematic and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary and comprehension; and
- Providing instruction by a highly effective teacher endorsed or certified in reading.
  - *Note: Instructional personnel who possess a literacy micro-credential **may not** be assigned to these students.*

7a. Provide a description of the district's plan to meet each requirement for Summer Reading Camps required by s. 1008.25(8), F.S. As a reminder, instructional personnel providing services to retained third grade students, including those attending Summer Reading Camp, must be certified or endorsed in reading and rated highly effective as determined by the teacher's performance evaluation under s. 1012.34, F.S.

Summer Reading Camps for Retained Grade 3 Students
Schedule: 8:30-8:45 Jumpstart 8:45-9:15 Interactive Read Aloud 9:15-10:35 Small group differentiated reading instruction 10:35-11:20 Word Study Lesson 1 11:20-12:05 Shared close reading with daily writing in response to reading 12:05-12:35 Lunch 12:35-12:55 Recess 12:55-1:30 Word Study Lesson 2 1:30-2:00 Read aloud and dismissal
Evidence-Based Instructional Materials to be used, as defined in 20 U.S.C. s. 7801(21)(A)(i): The school district will provide summer instruction to grade 3 students who score a level 1 on the statewide standardized assessment for ELA. Teachers apply to teach Summer Reading Camp and Human Resources then checks for reading endorsement/certification for each applicant. The Curriculum Department verifies

that teachers are highly effective through evaluations and principal recommendations. Teachers will use evidence-based explicit, systematic, and multisensory reading instruction through the following resources:

- Curriculum Associates Phonics for Reading- Phonics for Reading does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation(s) support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. The recommendations were built into the program through a systematic scope and sequence based on student results from a placement test. Phonics for Reading provides explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency. Each new skill will be reinforced within a decodable text. The district will support and monitor implementation of this program through weekly check-ins with teachers and school administrators. The district will support and monitor implementation of the evidence-based reading instruction by reviewing Lexia data weekly. Professional learning on the Phonics for Reading program will be offered during a mandatory training for all Summer Reading Camp teachers and district specialists will be assigned to support the teachers at the school sites.
- Comprehension Toolkit - The Comprehension Toolkit does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendations support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 1 has minimal evidence and Recommendation 4 has moderate evidence. The lessons include nonfiction articles and trade books (Heinemann). Lessons provide strategies that work to help students understand, respond to, and learn from nonfiction text, building background knowledge across the curriculum (Harvey, S., & Goudvis, A. (2005). To support Recommendation 1, each lesson implements the Define, Example, Ask vocabulary routine to teach the academic vocabulary needed to access the nonfiction articles and trade books provided. The lessons strategically build background knowledge across the curriculum. Recommendation 4 is supported through the daily reading of connected text with an intentional focus on a comprehension strategy. Lessons involve the use of a graphic organizer to assist students to focus reading on comprehension, intentional group discussion questions related to the texts, and associated text dependent questions. The district will support and monitor implementation of the evidence-based reading instruction by reviewing Lexia data weekly. Professional learning will be offered during a mandatory training for all Summer Reading Camp teachers and district specialists will be assigned to support the teachers at the school sites.
- Poems for Building Reading Skills- Poems for Building Reading Skills does not meet strong, moderate, or promising levels of evidence; however, the following IES Practice Guide Recommendation support the program: Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade, Recommendation 4 has moderate evidence. Teachers will utilize a repeated reading routine daily to implement with a poem each week. This fluency practice is designed to promote accuracy and fluency during reading. The district will support and monitor implementation of the evidence-based reading instruction by reviewing Lexia data weekly. Professional learning will be offered during a mandatory training for all Summer Reading Camp teachers and district specialists will be assigned to support the teachers at the school sites.
- Lexia Core5 Teacher Led Lessons: Lexia Core5 is grounded in the science of reading. The program shows evidence for ESSA with a strong rating with an average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).

Alternative Assessment Used:
Renaissance Star Reading

Additional Information (optional):

7b. Districts have the option of providing Summer Reading Camps to students in grades K-5 with a reading deficiency.

Summer Reading Camps for Students in Grades K-5
Will the district implement this option? ☐**Yes** ☒**No**
If yes, please describe the grade level(s) that will be invited to participate.

Grades 6-8

8. Grades 6-8 Assessments

FAST				
Name of the Assessment	**Target Audience**	**What component of reading is assessed?**	**Assessment Type**	**How often is the data collected?**
FAST ELA Reading	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year

Indicate in the chart below the assessment(s) used to guide instructional decision-making for grades 6-8 students. Add additional rows as needed.

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades 6-8) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
Other District Assessment (Lexia Power Up)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Students	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Targeted Standards Assessments)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☐ Select Student	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☒ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades 6-8) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
				☐ Other
Other District Assessment (Tier 3- DIBELS)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8 ☐ All Students ☒ Select Student	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

9. Describe the district's process (e.g., MTSS) for identifying grades 6-8 students in need of Tier 2/Tier 3 interventions.

School leaders use the MTSS process to assess students' Tier support levels at the start of the year using last year's FAST PM3 data, as outlined in the decision trees. They follow the decision tree guidelines for progress monitoring, adding instruction, and discontinuing tiered instruction throughout the year.

10. Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthroughs
- Analysis of FAST data three times per year
- Analysis of targeted standards assessments
- Data review by MTSS teams, Literacy Leadership Teams, and Instructional Leadership Teams (ILT)
- District walkthroughs of schools
- Teacher collaborative team meetings to discuss data, problem solving, and engage in professional learning

11. Explain how the effectiveness of Tier 2 interventions is monitored.

Teachers will review Lexia PowerUp progress reports weekly (start or end of the week) to determine which students need small group instruction. These reports will assist in setting students' weekly goals. Other reports the teacher will review are the usage by class and skill status by class reports.

The ILT will monitor Lexia's school usage and skills status to determine weekly, biweekly, and monthly school growth. This will help determine which school supports are needed to assist teachers and students.

The district will monitor usage and skills reports monthly to ensure the program's fidelity is met.

12. Explain how the effectiveness of Tier 3 interventions is monitored.

Teachers and school leadership teams will review Lexia PowerUp progress reports weekly (start or end of the week) to determine which students need small-group instruction. These reports will assist in setting students' weekly goals. Teachers will also review the needs instruction reports, need usage reports, and skill builder reports in Lexia PowerUp to determine which students need 1:1 targeted Lexia lesson(s) delivered. Additional reports will be reviewed to ensure the fidelity of the interventions provided for each student.

The district will monitor usage and skills reports monthly to ensure the fidelity of the program is being met.

Grades 6-8 Decision Tree	
Tier 1 (Core) Only	
Beginning of Year Data	
Students must meet the following criteria at the beginning of the school year: (Enter assessment criteria that will be used.) Spring 2025 FAST ELA Reading PM3 – level 3 or above	
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. • Level 3 or above on FAST State Assessment • Targeted Standards Assessments (TSA's) – district created common assessments to determine mastery of B.E.S.T. standards/benchmarks. • Teacher created assignments and assessments •	
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Weekly administrative walkthrough • Analysis of FAST data three times a year • Analysis of district common assessment data • School and district MTSS teams • Literacy Leadership Teams • School based Instructional Leadership Teams • District walkthrough of schools Evaluating and refining Tier 1 instructional practices through Coaching Academy	
Core Instruction Indicate the core curriculum utilized. Add additional rows as needed.	
Name of Program	Year of Program Adoption
McGraw Hill's Florida StudySync	2022
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:Following prior year PM3, current year PM1, and current year PM2, each school's students who fall within the bottom 25th percentile ranking	

Tier 1 Instruction + Tier 2 Interventions		
Beginning of Year Data		
Students who meet the following criteria at the beginning of the school year: (Enter assessment criteria that will be used.) Spring 2025 FAST PM3 mid-level 1 to level 2		
Number of times per week interventions are provided: 2-3 times per week Number of minutes per intervention session: At least 15 min per intervention session Course(s) where interventions take place: Intensive Reading and/or DLA-R		
Supplemental Instruction/Interventions **Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.**		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia PowerUp	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable. Add additional rows as needed.		
Students with Disabilities		
Name of Program	ESSA Evidence Level	**Verbiage (as needed)**
Lexia PowerUp	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	
English Language Learners		
Name of Program	ESSA Evidence Level	**Verbiage (as needed)**
Summit K12 (ELD)		Summit K12 does not meet strong, moderate or promising levels of evidence; however, the following What Words Clearinghouse (WWC) Practice Guide Recommendation(s) support the program: Providing Reading Interventions for Students in Grades 4-9 (March 2022), Recommendation 1-Build students' decoding skills so they can read complex multisyllabic words has strong evidence. Improving Adolescent Literacy: Effective Classroom and Intervention Practices (August 2008). Recommendation1-Provide explicit vocabulary instruction has strong evidence. Recommendation 4-Increase student

		motivation and engagement in literacy learning has strong evidence. Recommendation 5-Make available intensive and individualized interventions for struggling readers that can be provided by trained specialists has strong evidence. These recommendations were built into the program by providing a blended learning program that is designed to help ELL students close the achievement gap particularly in areas of reading, writing, speaking, and listening. The program emphasizes foundational language skills, including phonics, vocabulary, grammar, and sentence structure. Activities focus on structure to develop basic English grammar in order to facilitate comprehension and convey thinking. In addition, this program provides opportunities for students to develop the language skills necessary to meet the grade-level expectations, including direct instruction for new vocabulary. The district will support and monitor the implementation of this program by monitoring student progress and providing small group instruction where needed. Student will take a placement test at the beginning of the year, followed by a mid-year test to identify areas where skills need reinforcement, and an end-of -year test to assess growth. Furthermore, the district will organize monthly professional development sessions for ELD ESOL teachers, facilitated by Summit K12.
Lexia PowerUp (DLA-R)	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:
Following prior year PM3, current year PM1, and current year PM2, each school's students who fall within the bottom 10th percentile ranking

Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:
(Enter assessment criteria that will be used.)
Spring 2025 FAST PM3 low-level 1

Number of times per week interventions are provided:
3-5 times per week

Number of minutes per intervention session:
At least 15-25 minutes per intervention session

Course(s) where interventions take place: Intensive Reading and/or DLA-R		
Intensive, Individualized Instruction/Interventions **Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.**		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia PowerUp	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	
Students with Disabilities		
Name of Program	ESSA Evidence Level	**Verbiage (as needed)**
Lexia PowerUp	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	
English Language Learners		
Name of Program	ESSA Evidence Level	**Verbiage (as needed)**
Summit K12 (ELD)		Summit K12 does not meet strong, moderate or promising levels of evidence; however, the following What Words Clearinghouse (WWC) Practice Guide Recommendation(s) support the program: Providing Reading Interventions for Students in Grades 4-9 (March 2022), Recommendation 1-Build students' decoding skills so they can read complex multisyllabic words has strong evidence. Improving Adolescent Literacy: Effective Classroom and Intervention Practices (August 2008). Recommendation1-Provide explicit vocabulary instruction has strong evidence. Recommendation 4-Increase student motivation and engagement in literacy learning has strong evidence. Recommendation 5-Make available intensive and individualized interventions for struggling readers that can be provided by trained specialists has strong evidence. These recommendations were built into the program by providing a blended learning program that is designed to help ELL students close the achievement gap particularly in areas of reading, writing, speaking, and listening. The program emphasizes foundational language skills, including phonics, vocabulary, grammar, and sentence structure. Activities focus on structure to develop basic English grammar in order to

		facilitate comprehension and convey thinking. In addition, this program provides opportunities for students to develop the language skills necessary to meet the grade-level expectations, including direct instruction for new vocabulary. The district will support and monitor the implementation of this program by monitoring student progress and providing small group instruction where needed. Student will take a placement test at the beginning of the year, followed by a mid-year test to identify areas where skills need reinforcement, and an end-of -year test to assess growth. Furthermore, the district will organize monthly professional development sessions for ELD ESOL teachers, facilitated by Summit K12.
Lexia PowerUp (DLA-R)	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Instruction Leadership Team (ILT) and MTSS Team at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying Tier 3 interventions. For students who have not responded to a specific reading intervention, teachers will work with students 1:1 and/or in small groups using targeted materials (Lexia Lessons, Skill Builders, Word Connections, and FCRR) to address specific literacy skills based on student performance.

Coaches will support teacher teams to develop instructional resources to address student needs identified by the ILT.

Grades 9-12

13. Grades 9-12 Assessments

FAST				
Name of the Assessment	**Target Audience (Grades 9-12)**	**What component of reading is assessed?**	**Assessment Type**	**How often is the data collected?**
FAST ELA Reading	☒ Grade 9 ☒ Grade 10	☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☒ Summative	☒ 3 x Year

Indicate in the chart below the assessment(s) used to guide instructional decision-making for grades 9-12 students. Add additional rows as needed.

Additional Assessment(s)				
Name of the Assessment	**Target Audience (Grades 9-12) (Select all that apply.)**	**What component of reading is assessed? (Select all that apply.)**	**Assessment Type (Select all that apply.)**	**How often is the data collected?**
Other District Assessment (Lexia Power Up)	☒ Grade 9 ☒ Grade 10 ☐ Grade 11 ☐ Grade 12 ☐ All Students ☒ Select Students	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☒ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Targeted Standards Assessment)	☒ Grade 9 ☒ Grade 10 ☐ Grade 11 ☐ Grade 12 ☐ All Students ☐ Select Students	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☒ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Tier 3- DIBELS)	☒ Grade 9 ☒ Grade 10 ☐ Grade 11 ☐ Grade 12 ☐ All Students ☒ Select Student	☐ Oral Language ☐ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

14. Describe the district's process (e.g., MTSS) for identifying grades 9-12 students in need of Tier 2/Tier 3 interventions.

School leaders use the MTSS process to assess students' Tier support levels at the start of the year using last year's FAST PM3 data, as outlined in the decision trees. They follow the decision tree guidelines for progress monitoring, adding instruction, and discontinuing tiered instruction throughout the year.

15. Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthrough
- Analysis of FAST data three times per year
- Analysis of targeted standards assessments
- Data review by MTSS teams, Literacy Leadership Teams, and Instructional Leadership Teams (ILT)
- District walkthroughs of schools
- Teacher collaborative team meetings to discuss data, problem solving, and engage in professional learning

16. Explain how the effectiveness of Tier 2 interventions is monitored.

Teachers will review Lexia PowerUp progress reports weekly (start or end of the week) to determine which students need small group instruction. These reports will assist in setting students' weekly goals. Other reports the teacher will review are the usage by class and skill status by class reports.

The ILT will monitor Lexia's school usage and skills status to determine weekly, biweekly, and monthly school growth. This will help determine which school supports are needed to assist teachers and students.

The district will monitor usage and skills reports monthly to ensure the program's fidelity is met.

17. Explain how the effectiveness of Tier 3 interventions is monitored.

Teachers and school leadership teams will review Lexia PowerUp progress reports weekly (start or end of the week) to determine which students need small-group instruction. These reports will assist in setting students' weekly goals. Teachers will also review the needs instruction reports, need usage reports, and skill builder reports in Lexia PowerUp to determine which students need 1:1 targeted Lexia lesson(s) delivered. Additional reports will be reviewed to ensure the fidelity of the interventions provided for each student.

The district will monitor usage and skills reports monthly to ensure the fidelity of the programs is being met.

Grades 9-12 Decision Tree
Tier 1 (Core) Only
Beginning of Year Data
Students must meet the following criteria at the beginning of the school year: (Enter assessment criteria that will be used.) Spring 2025 FAST ELA Reading PM3 – level 3 or above
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. • Level 3 or above on FAST State Assessment • Targeted Standards Assessments (TSA's) – district created common assessments to determine mastery of B.E.S.T. standards/benchmarks. • Teacher created assignments and assessments.

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction and/or curriculum provided to students?

- Weekly administrative walkthrough
- Analysis of FAST data three times a year
- Analysis of district common assessment data
- School and district MTSS teams
- Literacy Leadership Teams
- School based Instructional Leadership Teams
- District walkthrough of schools
- Evaluating and refining Tier 1 instructional practices through Coaching Academy

Core Instruction
Indicate the core curriculum utilized. Add additional rows as needed.

Name of Program	Year of Program Adoption
McGraw Hill's Florida Studsync	2022

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:
Following prior year PM3, current year PM1, and current year PM2, each school's students who fall within the bottom 10th percentile ranking

Tier 1 Instruction + Tier 2 Interventions

Beginning of Year Data

Students who meet the following criteria at the beginning of the school year:
(Enter assessment criteria that will be used.)

Spring 2025 FAST PM3 mid-level 1 to level 2

Number of times per week interventions are provided:
2-3 times per week

Number of minutes per intervention session:
At least 15 minutes per intervention session

Course(s) where interventions take place:
Intensive Reading and/or DLA-R

Supplemental Instruction/Interventions
Indicate the evidence-based programs and/or practices used for Tier 2 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.

Name of Program	ESSA Evidence Level	Verbiage (as needed)
Lexia PowerUp	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	

Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable. Add additional rows as needed.

Students with Disabilities

Name of Program	ESSA Evidence Level	**Verbiage (as needed)**
Lexia PowerUp	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	
English Language Learners		
Name of Program	ESSA Evidence Level	**Verbiage (as needed)**
Summit K12 (ELD)		Summit K12 does not meet strong, moderate or promising levels of evidence; however, the following What Words Clearinghouse (WWC) Practice Guide Recommendation(s) support the program: Providing Reading Interventions for Students in Grades 4-9 (March 2022), Recommendation 1-Build students' decoding skills so they can read complex multisyllabic words has strong evidence. Improving Adolescent Literacy: Effective Classroom and Intervention Practices (August 2008). Recommendation1-Provide explicit vocabulary instruction has strong evidence. Recommendation 4-Increase student motivation and engagement in literacy learning has strong evidence. Recommendation 5-Make available intensive and individualized interventions for struggling readers that can be provided by trained specialists has strong evidence. These recommendations were built into the program by providing a blended learning program that is designed to help ELL students close the achievement gap particularly in areas of reading, writing, speaking, and listening. The program emphasizes foundational language skills, including phonics, vocabulary, grammar, and sentence structure. Activities focus on structure to develop basic English grammar in order to facilitate comprehension and convey thinking. In addition, this program provides opportunities for students to develop the language skills necessary to meet the grade-level expectations, including direct instruction for new vocabulary. The district will support and monitor the implementation of this program by monitoring student progress and providing small group instruction where needed. Student will take a placement test at the beginning of the year, followed by a mid-year test to identify areas where skills need reinforcement, and an end-of -year test to assess growth. Furthermore, the district will organize monthly professional

		development sessions for ELD ESOL teachers, facilitated by Summit K12.
Lexia PowerUP (DLA-R**)**	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	
Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year: Following prior year PM3, current year PM1, and current year PM2, each school's students who fall within the bottom 10th percentile ranking		
Tier 1 Instruction + Tier 2 Interventions + Tier 3 Intensive Interventions		
Beginning of Year Data		
Students who meet the following criteria at the beginning of the school year: (Enter assessment criteria that will be used.) Spring 2025 FAST PM3 low-level 1		
Number of times per week interventions are provided: 3-5 times Number of minutes per intervention session: At least 15-2 minutes per intervention session Course(s) where interventions take place: Intensive Reading and/or DLA-R		
Intensive, Individualized Instruction/Interventions **Indicate the evidence-based programs and/or practices used for Tier 3 interventions and how the programs and practices are supported by strong, moderate or promising levels of evidence. Add additional rows as needed.**		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia PowerUp	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	
Indicate the evidence-based programs and/or practices implemented for students with a disability, students with an IEP and students who are English language learners, as applicable. Add additional rows as needed.		
Students with Disabilities		
Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Lexia PowerUp	The program shows evidence for ESSA with a strong rating with average effect size of +0.36.	
English Language Learners		

Name of Program	**ESSA Evidence Level**	**Verbiage (as needed)**
Summit K12 (ELD)		Summit K12 does not meet strong, moderate or promising levels of evidence; however, the following What Words Clearinghouse (WWC) Practice Guide Recommendation(s) support the program: Providing Reading Interventions for Students in Grades 4-9 (March 2022), Recommendation 1-Build students' decoding skills so they can read complex multisyllabic words has strong evidence. Improving Adolescent Literacy: Effective Classroom and Intervention Practices (August 2008). Recommendation1-Provide explicit vocabulary instruction has strong evidence. Recommendation 4-Increase student motivation and engagement in literacy learning has strong evidence. Recommendation 5-Make available intensive and individualized interventions for struggling readers that can be provided by trained specialists has strong evidence. These recommendations were built into the program by providing a blended learning program that is designed to help ELL students close the achievement gap particularly in areas of reading, writing, speaking, and listening. The program emphasizes foundational language skills, including phonics, vocabulary, grammar, and sentence structure. Activities focus on structure to develop basic English grammar in order to facilitate comprehension and convey thinking. In addition, this program provides opportunities for students to develop the language skills necessary to meet the grade-level expectations, including direct instruction for new vocabulary. The district will support and monitor the implementation of this program by monitoring student progress and providing small group instruction where needed. Student will take a placement test at the beginning of the year, followed by a mid-year test to identify areas where skills need reinforcement, and an end-of -year test to assess growth. Furthermore, the district will organize monthly professional development sessions for ELD ESOL teachers, facilitated by Summit K12.
Lexia PowerUp (DLA-R)	The program shows evidence for ESSA with a strong rating with	

	average effect size of +0.36.	

What processes and procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Instruction Leadership Team (ILT) and MTSS Team at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying Tier 3 interventions. For students who have not responded to a specific reading intervention, teachers will work with students 1:1 and/or in small groups using targeted materials (Lexia Lessons, Skill Builders, Word Connections, and FCRR) to address specific literacy skills based on student performance.

Coaches will support teacher teams to develop instructional resources to address student needs identified by the ILT.

5) Professional Learning (Rule 6A-6.053(9)(b)3.f.—j., F.A.C.)

Describe the literacy professional learning that will be provided by the district and/or schools, aligned to the requirements below:

- Provide professional learning required by ss. 1012.585(3)(f) and 1012.98(5)(b)11., F.S., which includes training to help teachers integrate phonemic awareness, phonics, word study and spelling, fluency, vocabulary and text comprehension strategies into an explicit, systematic and sequential approach to reading instruction, including multisensory intervention strategies;
- Provide professional learning in B.E.S.T. ELA Standards and evidence-based reading practices and programs;
- Provide professional learning to help instructional personnel and certified PreK teachers funded in the FEFP earn a certification, a credential, an endorsement or an advanced degree in scientifically researched and evidence-based reading instruction;
- Differentiate and intensify professional learning for teachers based on progress monitoring data;
- Identify mentor teachers and establish model classrooms within the school; and
- Ensure that time is provided for teachers to meet weekly for professional learning.

Provide the Name of Professional Learning, Target Audience and Description. Add additional rows as needed.

Name of Professional Learning	Target Audience	Description
Science of Reading	K/1 Teachers	The UF Lastinger Center for Learning will present this Science of Reading Professional Learning. The course is designed to help teachers translate reading research and theory into instructional practice. It equips participants with the literacy knowledge and pedagogy required to effectively identify and address the individual learning needs of students who are striving to become successful readers. Participants will receive a Literacy Playbook and Science of Reading bag full of manipulatives to utilize with students.
Science of Reading	K-5 teachers	K-5th grade teachers will use student data from FAST, universal screeners, and the CORE Phonics Survey to determine areas of future instruction. Facilitators will offer practical evidence-based strategies for teachers to utilization to provided explicit instruction on phonemic awareness, phonics, word study and spelling, fluency, vocabulary, and comprehension. Participants will learn how to use multi-sensory instruction to meet the needs of their learners.
Turning Data Into Action	Kindergarten-5th grade teachers	K-5th grade teachers will expand their knowledge of using data from the CORE Phonics Survey to support student growth in early literacy skills. This session will focus on how to integrate phonemic awareness, phonics, word study and spelling, fluency, vocabulary, and comprehension into daily

		instruction. The session will also focus on how to provide explicit and systematic instruction for students that exhibit characteristics of dyslexia.
3rd-5th Grade Text Structures Handbook	3rd-5th grade teachers	Participants will be given an overview of the 3rd-5th grades Text Structure Handbooks. The Text Structure Handbook provides lessons and all needed resources to explicitly teach the text structures in 3rd-5th grades in alignment with R.2.1. This course will provide an overview of the resources and deeper dive into the text structures and expectations of student mastery.
Writing Instruction	K-5 grade teachers	Participants will analyze student district writing data to determine next steps for whole group and small group writing instruction. This analysis will be based on the ELA B.E.S.T. standards and district/state writing rubrics. Participants will plan instruction based on the key components of Sedita's Writing Rope.
Elementary Coaching Academy	K-5th grade literacy coaches	Monthly coaching academy meetings will include professional learning on the following topics: • Science of reading • Instructional coaching based on school data • Explicit and systematic instruction for students that exhibit characteristics of dyslexia and/or substantial reading deficiency • Data-based instructional decisions
DIBELS	6TH – 10TH Reading coaches and teachers	Reading coaches and teachers will learn to effectively administer DIBELS assessments and monitor Tier 3 students' progress.
Standard(s) Deviation	Secondary principals and assistant principals	This PL session will assist administrators in understanding the language of the ELA benchmarks, utilizing resources from the B.E.S.T. book, and exploring concepts for implementing standards-based instruction throughout the year.
Reading Endorsement – Competencies 1-5 (FCRR)	Elementary and secondary cohorts	These competencies incorporate the use of explicit, systematic, and sequential approaches to reading instruction, developing phonological and phonemic awareness decoding, and implanting multisensory interventions strategies. Emphasis on ongoing, systemic approach to

		problem solving in which participants implement and analyze assessments, select and implement appropriate instruction/interventions based on the collected data, and monitor student progress.
Secondary Coaching Academy	Secondary reading coaches	Coaches will receive PL on the following topics: AVID strategies, coaching cycles, practice profiles, B.E.S.T. standards, collecting and monitoring Tier 3 data, and collecting evidence of practice.
Instructional Best Practices in ELA/Reading	Secondary ELA/Reading teachers	This PL will emphasize the practice profiles along with strategies for active learning, cooperative learning, the use of graphic organizers, B.E.S.T. standards, and formative assessments.
Science of Reading	Secondary principals	Secondary principals will receive targeted ongoing professional learning in science of reading and the practices that have a high impact on reading achievement.

Instructional Personnel and Certified PreK Teachers

Describe how professional learning is provided to help instructional personnel and certified PreK teachers funded in the FEFP earn a certification, a credential or credentials, an endorsement or an advanced degree in scientifically researched and evidence-based reading instruction.

The district provides, encourages, and advertises professional learning to help instructional personnel and certified PreK teachers funded in the FEFP earn a certification, a credential, an endorsement or an advanced degree in scientifically researched and evidence-based reading instruction in the following ways:

- PreK-12th grade teachers have access to FCRR in-person reading endorsement competencies offered by state-trained district facilitators.
- The UF Literacy Matrix is an option for teachers to earn a reading endorsement and is communicated district-wide when registration is open.
- All teachers and paraprofessionals also have access to and are encouraged to participate in the Literacy Micro-Credentials.
- All teachers have access to self-paced professional learning modules through Educational Impact and BEESS.

Commented [VM1]: BEESS?

Differentiated Professional Learning

Describe how professional learning is differentiated and intensified for teachers based on progress monitoring data.

To differentiate and intensify professional learning for teachers, coaches will model high impact practices and strategies from instructional literacy playbooks to enhance teachers' integration of phonological awareness, phonics, word study and spelling, fluency, vocabulary, and text comprehension strategies into an explicit, systematic, and sequential approach to reading instruction, including multisensory intervention strategies. Coaches will utilize the coaching cycle informed by a problem of practice to engage teachers in critical reflection of teaching/learning evidenced in student work. School-based administrators will be provided with a catalog of professional learning opportunities to recommend to teachers as needed based on classroom observations/ walkthroughs and progress monitoring data. Additionally, school-based administrators collaborate with district departments to coordinate support that is differentiated and targeted based on needs assessments.

Mentor Teachers

Describe how mentor teachers are identified and how model classrooms are established and utilized within the school.

Each school-based administer identifies at least one mentor teacher per building based on criteria outlined by the District's Professional Learning Department. This criterion includes 5 years of teaching experience with evaluation ratings of effective or highly effective and they must have completed the new Florida State Model Clinical Educator Training. During principal and assistant principal meetings, school-based administrators will receive professional learning on building teacher capacity grounded in high impact practices supported by instructional look-fors. During principal meetings, principals will receive training on choosing mentor teachers and establishing model classrooms using a checklist of qualifications and instructional look-fors. Once established, district specialists and literacy coaches will provide ongoing, job-embedded training and support for the mentor teachers and model classrooms.

Professional Learning Time

Describe how time is provided for teachers to meet weekly for professional learning.

Principals include common planning time in the school's master schedule for grade level/department teams to meet weekly and engage in professional learning. Support is provided to school leadership teams for creating schedules through master scheduling collaborative meetings.

6) Tutoring Programs to Accelerate Literacy Learning (Rule 6A-6.053(9)(b)3.b., F.A.C.)

Describe any tutoring programs available within your district and include targeted grade levels (e.g., Reading Achievement Initiative for Scholastic Excellence (RAISE) High School Tutoring). Add additional rows as needed.

Name of Tutoring Program	Target Audience	Description
United Way Para Program	1st Grade	The United Way 1st Grade Para Initiative is a program created to provide additional support in literacy to students who are identified to receive Tier 2 interventions. Eight Title 1 schools participating in the United Way Para Initiative will receive an additional para in the classroom who will support and deliver targeted intervention to students chosen for the cohort within the school day. The para's also receive targeted professional learning monthly in explicit, systematic reading instruction from a K-2 ELA District Specialist. Students will be placed in one of two 1st grade classrooms that will have the United Way para support (about 10 Tier 2 students in each classroom).
Chapter One Tutoring	K-2nd Grades	Provides evidence-based individualized reading practice for K-2 students at five Title I schools within the school day. The tutoring sessions will be facilitated by a trained tutor and delivered one-on-one to students. The focus of the tutoring sessions includes systematic and explicit practice in

		phonological awareness, phonics, and fluency.
Rocket Phonics	PreK-2nd Grades	A systematic game-based phonics program that is delivered by trained volunteers during after school programs at some Title I schools.

7) Family Engagement (Rule 6A-6.053(9)(b)3.o., F.A.C.)

In accordance with the list outlined in s. 1008.25(5)(d), F.S., describe the district's plan for immediately notifying parents of students identified with a substantial deficiency in reading.

All schools have been provided with a letter to send home to parents immediately after identifying students as having a substantial deficiency in reading. This letter outlines the specific area of reading deficiency and current student data. It also provides information on mandatory third grade retention, access to the New Worlds Reading initiative, and parent resources from the state and district read-at-home plans. Additionally, schools have been provided with a monthly progress update letter to utilize for consistent parent communication.

Describe the literacy partnerships or programs the district utilizes to increase support for families to engage in literacy activities and reading at home (e.g., New Worlds Reading Initiative).

To support language and literacy at home, the district has developed a Read-at-Home Plan. The purpose is to provide parents with guidance and resources needed to help ensure their child is successful in school. This plan includes reading and multi-sensory strategies that can be implemented at home as part of a daily routine to support the school to home literacy connection and make a positive impact on a child's success in school. Soar in 4, the Suncoast Campaign for Grade Level Reading, Manatee County Public Libraries, and the United Way partner with the district to increase literacy support for students and families. Teachers partner with school media specialists to provide books for students and families to check out. Schools conduct parent literacy nights to promote school-home connections. A link to Just Read Florida's Read-At-Home resources will be shared in the Tier 3 substantial reading deficiency letter that will be given to parents when indicating there is a need for Tier 3 interventions. The district created Read at Home Plan and link to state resources will also be posted on the district website, individual school websites and posted on the Schoology platform. Both the state and district plans will be provided by schools via a paper copy to families who are unable to access the plans digitally and also provided in Spanish as needed. The Read-At-Home plans will be communicated to principals at the summer leadership conference. The ESOL and Migrant Departments support families who may lack literacy in their home language through outreach programs, supporting schools with literacy nights, and providing translation services as needed. The district will also partner with the New World's Reading Initiative.

8) Assurances (Rule 6A-6.053(9)(b)2., F.A.C.)

District CERP Assurances: Initial next to each assurance (a.—i.). The [Local Educational Agency Chief Executive Officer, or his/her authorized representative] assures the following:

Initials	Assurance
	a. All reading instruction and professional learning is grounded in the science of reading; uses instructional strategies that includes phonics instruction for decoding and encoding as the primary strategy for word reading; and does not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading.

	b. All students identified with a substantial deficiency in reading are covered by an individualized progress monitoring plan that meets the requirements of s. 1008.25(4)(c), F.S., to address their specific reading deficiency, unless they have an IEP or 504 plan that addresses their reading deficiency, or both in accordance with Rule 6A-6.053(6)(c), F.A.C.
	c. All intensive reading interventions provided in Summer Reading Camps to students in grade 3 who score Level 1 on the statewide, standardized ELA assessment are delivered by instructional personnel who are certified or endorsed in reading and rated highly effective as determined by the teacher's performance evaluation under s. 1012.34, F.S. All other intensive reading interventions are delivered by instructional personnel who are certified or endorsed in reading, or by instructional personnel who possess the elementary or secondary literacy micro-credential and who are supervised by an individual certified or endorsed in reading.
	d. Each school has a literacy leadership team consisting of a school administrator, literacy coach, media specialist and a lead teacher, as applicable.
	e. All literacy coaches in the district meet the minimum qualifications described in Rule 6A-6.053(4), F.A.C.
	f. Literacy coaches are prohibited from performing administrative functions that will detract from their role as a literacy coach and spend limited time administering or coordinating assessments.
	g. Literacy coaches are assigned to schools with the greatest need based on student performance data in reading.
	h. Time is provided for teachers to meet weekly for professional learning, including lesson study and professional learning communities.
	i. The CERP will be shared with stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff and parents.

Local Educational Agency Chief Executive Officer or Authorized Representative (Printed Name):	
Signature:	Date:

House Bill 1255 amends section 1003.4201, Florida Statutes, and adds a component of the reading instruction plan to provide a description of how the district prioritizes the assignment of highly effective teachers from kindergarten to grade 2.

9) Highly Effective Teachers

Describe how the district prioritizes the assignment of highly effective teachers, as identified in s. 1012.34(2)(e), from kindergarten to grade 2.

Principals receive data on teacher performance through Perform (district teacher evaluation system) and via reports generated by our Assessment and Research Department. When revising teacher assignments annually, school leaders use this data to inform their decision-making. When hiring new teacher candidates, administrators utilize a rigorous interview process that includes questions about early literacy skills and the science of reading. The district provides a comprehensive teacher mentorship program to support newly hired teachers. The district continually invests in on-going professional learning and development for kindergarten through 2nd grade teachers. In addition, every elementary school will have an allocation for a literacy coach for the 25-26 school year. Coaching support for teachers in K-2 will be part of the focus of support for the coaches.

AGENDA ITEM NO. 9.28

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval for the Manatee High School Football Team To Participate in an Out-Of-State Game in Valdosta, Georgia, September 5-6, 2025 (School Internal Accounts)

Executive Summary
The Manatee High School football team has been invited to play a football game against Lowndes High School in Valdosta, Georgia. The game is scheduled for Friday, September 5, 2025. We believe that this opportunity to travel out of state not only serves as a valuable learning experience for our student-athletes but also aligns with the district's strategic planning goal of helping students get ready for life.

Participating in out- of-state games will expose our student-athletes to a diverse range of competition and provide them with a unique opportunity to showcase their skills on a broader stage. This experience will help them develop important life skills such as teamwork, adaptability, and sportsmanship, which are all integral to their personal and academic growth.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 4
Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Recommendation
The Superintendent recommends approval for the Manatee High School football team to participate in an out-of-state game in Valdosta, Georgia, September 5-6, 2025 (School Internal Accounts).

Financial Impact
The entire trip is funded through the Manatee High School football internal account at no cost to the district.

Contact
Submitting Department: Secondary Education
Initiated By: Sharon Scarbrough

Attachments:
MHS Field Trip to Valdasta, GA

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 5/28/25 Field Trip Dates: 9/5/2025 School: Manatee High School
Date/Time of Departure from school: 9/5/25 - 10:30 am
Date/Departure time from field trip location: 9/5/25 - 10:30 pm
Date/Arrival time back at school: 9/6/25 - 2:30 am
Field Trip Coordinator: Coach Green & Melissa Powley Link
Trip Destination – Name: Lowndes High School
Address: 1606 Norman Drive, Valdosta, GA 31601 Phone: 229-245-2260 Website: lhs.lowndes.k12.ga.us
Brief Description/Educational Purpose of the Trip:
Hurricanes Football Game against Lowndes Football Team

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: Manatee Hurricanes Football Team # of Chaperones: 24 # of Students: 80

Choose the type of transportation:

_____ School Bus (bus requisition 20 days prior to trip)
_____ Special Needs Bus Is Required
_____ District Vans/Cars: Driver must be District approved.
_____ Walking: If Walking, define route: _____
Are there sidewalks and pedestrian crossings? _____
x ____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)
_____ Rental Vehicle from Purchasing Approved Company. Driver must be District approved.
_____ Educational Tour Group Name: _____ Contact Info: _____
_____ *District Employee driving their own car. Driver must be District approved.
Name of District Employee: _____
Address of District Employee: _____
Phone # District Employee: _____
Year, Type, & Make of Vehicle: _____

***If more than one, complete same information on an additional separate sheet that must be attached.**

_____ Other Provider of transportation _____
Name of Provider: All Around Charters & Tours
Address of Provider: 410 Colonial Lane E, Nokomis, FL 34275
Phone # Provider: 941.488.9393
Year, Type, & Make of Vehicle: TBD

This provider MUST be an approved driver by the Principal.

Information about the Funding of the trip:

Funding/Costs _____
Transportation Cost 7500
Other Cost 2500
Internal Account# 12030 FBB & 11000 Gate
Admission Fee _____
Cost per student _____
Total Cost of the Trip 10000

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.

Melissa Powley Link — *Signature of Field Trip Coordinator*

5/28/25 — *Date*

Shannon Fleming 5/28/25 — *Initial Approval Principal Signature/Date*

_____ *Signature of Sponsor/Date (Initial Approval of Request)*

_____ *Signature of Department/Team Chair/Date*

_____ *Final Approval Principal Signature/Date*
(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Denise Brigg — *Signature of Activities Director (H.S.)/Date*

Type "B" and "C" Signature Approvals Below

Sharon Scarbrough

Executive Director of School Management/Date *(Required for Type "B" and "C" Field Trips)*

William Kelley (Jun 4, 2025 09:47 EDT)

Director of Risk Management/Date *(Required for Type "B" and "C" Field Trips)*

Derek Jensen (Jun 4, 2025 13:09 EDT)

Deputy Superintendent of Instructional Services/Date *(Required for Type "C" Field Trips)*

Superintendent/Date *(Required for Out-of-State Field Trips. International Field Trips require Board approval)*

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

MIS 41-01012, Approved 09/2024 Expires 09/2029
Distribution: School Management

AGENDA ITEM NO. 12.1

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend the Code of Student Conduct and to Set a Public Hearing on the Proposed Changes at the Board Meeting Scheduled for July 29, 2025 (General Fund)

Executive Summary
The Code of Student Conduct is reviewed and revised annually and serves as the School Board's policies and procedures for governing student behavior on school grounds, at school activities, and while being transported to and from school. Approving the advertising and setting a public hearing assures compliance with the provisions of Section 120.54 (3)(a) 1, Florida Statutes.

A copy of the proposed changes is attached with new language indicated by red strikethrough. Student Code of Conduct proposed changes were also shared during the School Board Workshop on June 10, 2025.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

Ready To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Ready For Life | Goal 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval of advertising a notice of intent to amend the Code if Student Conduct and setting a public hearing on the proposed changes at the Board Meeting scheduled July 29, 2025 (General Fund).

Financial Impact
The cost to implement this agenda item will not exceed $200.00 for advertising in the newspaper. The funding source for this expenditure is the General Operating Fund and is included in the Board's approved budget for the 2024-2025 school year.

Contact
Submitting Department: Student Services
Initiated By: Lisa Lyon

Attachments:
2026 Code of Conduct Revisions red lined Draft

Section 1: Student Rights and Responsibilities

Safe, Positive Learning Environment

The purpose of this document is to assist students, parents, and school personnel in establishing and maintaining a safe, nurturing and well-disciplined learning environment for all. To be fully effective, the Code of Student Conduct addresses not only the role of the parents, the students, and the school, but also specifies areas relative to the responsibilities and rights of students and parents; grounds for disciplinary actions; and procedures to be followed for acts requiring disciplinary action.

~~In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students, as well as the safety and security of our school communities.~~

Students in the School District of Manatee County are subject to the Code of Student Conduct during the school day and regular school activities, while being transported on school buses or at public expense to and from school or other education facilities. Students are also subject at such time and places that include-but are not necessarily limited to-school sponsored events, field trips, athlete functions, and other activities where appropriate school personnel have jurisdiction over students. In addition, jurisdictional control over students may be extended as per Florida Statute Sections 1006.07, 1006.09, 1006. 13, 1006.147, and 1003.31 whenever the conduct of a student is deemed to have a detrimental effect on the health, safety, and welfare of any member of the school community or the learning environment of the school. It is the intent of the Student Rights and Responsibilities section of this Code that students understand that individual rights involve associated responsibilities and that individual rights must be viewed in relationship to the help, safety, and welfare of the majority of students within each school. In each school, the principal is responsible for the orderly school administration, operation and instructional leadership under the supervision of the Superintendent, in accordance with rules and regulations of the School Board. The Superintendent is authorized to assign or reassign a student to any program or school as deemed to be in the best interest of the student or School District, pursuant to F.S. 1006.08.

Students who are attending a charter school or a school out of their assigned are under the School Choice Program, the student may be suspended, expelled, or reassigned during the school year as provided in this Code. School choice may additionally be revoked for non-attendance, habitual tardiness, or disciplinary issues, upon the recommendation of the principal. The principal's recommendation is subject to review and approval by the District Administrative Appeals Committee. Hope scholarship students must remain in good standing with the student code of conduct to continue their placement within the Hope scholarship program. For questions concerning the Hope scholarship, contact the Office of Student Assignment.

~~First Amendment Freedom of Expression~~

~~In 1969, The United States Supreme Court ruled that public school student do not leave their constitutional right to freedom of expression at the schoolhouse gate. Students have the right to freedom of expression; however, when students exercise that right, they must do so in a responsible manner that does not cause a disruption of the school or a school activity. A principal may impose~~

~~reasonable time, place and manner restrictions on students exercise of First Amendment freedom of expression rights. If possible, before imposing reasonable time, place and manner restrictions, the principal will consult with the School District General Counsel and will notify the Superintendent or designee in such cases. If it is not possible to consult the School District General Counsel beforehand, the principal will do so as soon as possible.~~

Principal's Responsibility~~Authority~~

The principal of each school is responsible for the administration of the school and the enforcement of the District Code of Student Conduct. The principal has the authority to direct students and staff and can impose any reasonable requirements that are not inconsistent with the District Code of Student Conduct or School Board Policy. (statute 1006.09)

In Loco Parentis

State and federal law recognizes that teachers and school administrators have a need to stand in the place of parents over children entrusted to them at school. This is a concept called in loco parentis. ~~While this power is not equal to a parent's power over a child, it permits school personnel to exercise a degree of supervision and control over students that could not be exercised over free adults.~~ This concept is reasonable for the fact that school personnel can search without a warrant based on reasonable suspicion and are not held to the higher standard of "probable cause' by which law enforcement is bound. It is also responsible for the fact that school personnel can interrogate a student without providing him or her with Miranda warnings or allowing the student to call a parent or attorney. **(statute 1003.31)**

Prohibition of Discrimination

~~No student shall, on the basis of race, color, national origin, sex, sexual orientation, gender identify, disability, marital status, age, religion, or any other basis prohibited by law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or harassment under any educational programs, activities, services, or in any policies or practices by the School District of Manatee County. Any student who believes he or she has been discriminated against or has been harassed by an employee, student or other third party, who is subject to control of the School Board, is encouraged to use the appropriate grievance procedures set forth in policy.~~

The School Board does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Acts of 1972, and it' s implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

Section 2

~~**Grade and Academic Honor Code**~~

~~**Grades**~~

An Academic grade should reflect the teacher's most objective assessment of student's academic achievement. Academic grades should not be used as a means of maintaining order in a classroom, nor should students' behavior be included in calculating academic grades.

1. Student Responsibilities
    a. To become informed of the grading criteria.
    b. To maintain standards of academic performance commensurate with your ability, and to make every effort to improve your performance upon receipt of notification of unsatisfactory progress.
2. Student Rights
    a. To receive a teacher's grading criteria at the beginning of each year or semester course.
    b. To receive a reasonable notification of failure or potential failure prior to the end of the grading period with sufficient time, when possible, to take corrective action.
3. Parents' Responsibilities
    a. To meet with the student's teachers upon request and assist in helping take corrective action if the student is experiencing academic difficulty.
    b. To seek advice on before and after school programs that will assist students in succeeding in school.

Academic Honor Code

- I will take responsibility for my own work. I will not cheat, help others cheat, or allow anyone else to do my work for me.
- I will not plagiarize. I will use quotations and cite sources when I use someone else's words and ideas.
- I will not represent work generated by Artificial Intelligence (AI) as my own or submit such work in a way that is inconsistent with the expectations of my teachers.
- I will not forge the signature of others or knowingly falsify any records, information, or results.
- I will be honest about my work with teachers, peers, and part(s)/guardian(s).
- I understand I will receive a zero on any assignment, as well as any other appropriate consequence for breaking the Hornor Code.

Other Student Responsibilities

- To read and become familiar with the Code of Student Conduct.
- To attend school daily, prepare for class, and complete class and homework assignments to the best of your ability.
- To know and follow school rules and instructions given by the school administration, teachers, and other staff.
- To report to school staff any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community.
- To bring to school only those materials that are allowed.
- To treat everyone in the school community with respect.
- To respect school property, community property, and the property of others.

Section 3: Positive School Climates

Positive School Climate	
Students have the right to:	Students are responsible for:
Attend a school with a positive learning environment	Following the Code of Student Conduct
Have positive relationships with school staff	Reporting unsafe situations to a staff member immediately
Support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes or community	Advocating for help when it is needed
Clean and well-maintained campuses	

First Amendment Freedom of Expression	
Students have the right to:	Students are responsible for:
Express their ideas in a respectful and appropriate manner without disrupting the learning environment	Respecting the rights of others' self-expression
Exercise their religious beliefs	Respecting the religious beliefs of others
A bullying harassment free environment	Reporting bullying or harassment immediately to a staff member

Privacy and Property Rights	
Students have the right to:	Students are responsible for:
Bring personal items to school	Any lost, stolen, damaged property they bring on campus
Privacy unless there is reasonable suspicion that a student has a prohibited item on campus	Obeying laws and school policy regarding prohibited items

Student Records	
Students/Parent/Guardians have the right to:	Students are responsible for:
Inspect and review student records	Sharing accurate and pertinent information helpful in making educational decisions with appropriate school personnel
Be protected from the unlawful disclosure of student information	

Parental Rights	Parental Responsibilities
To be treated fairly and respectfully by school administration, teachers, and staff.	To be actively involved in your child's education.
To be notified promptly if your child is disciplined for inappropriate behavior and the consequences for those actions.	To access information about the school board's policies and procedures.
To appeal disciplinary actions.	To provide your child's school with updated emergency contact information to include your address.
To receive pertinent, accurate, and timely information about your child's academic progress.	To ensure that child student follows the student code of conduct.
	To ensure that your child is in attendance and on time every day.

Grades	
Students have the right to:	Students are responsible for:
Receive course grades that are reflective of academic achievement	Monitoring academic performance regularly
Receive a teacher's grading criteria at the beginning of each course	Learning grading criteria that demonstrate a course's success
Be notified of failure/potential failure when work is unsatisfactory	Meeting academic standards in line with ability and to make every effort to improve unsatisfactory work

Curriculum	
Students have the right to:	Students are responsible for:
Have equal educational opportunities in academic and extracurricular programs, within reasonable limits	Asking for help from school staff in choosing course
Receive learning expectations for mastery	Asking questions when learning expectations are unclear
Learn from competent teachers in an atmosphere free from bias and prejudice	Cooperating with teachers and contribute to an atmosphere free from bias and prejudice
Have access to advanced and accelerated coursework when readiness is demonstrated	Making every effort to master academic standards

~~Igniting Positive School Climates~~

~~A schools' climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). The simple definition is underpinned by an array of intentional activities that support integrated structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members.~~

~~At its core, a positive school climate includes:~~

- ~~Positive relationships among and between all stakeholders (students, parents, all school personnel, and community partners).~~
- ~~Engaging, relevant academic and extracurricular activities for all students that meet their social, academic, and developmental needs.~~
- ~~Meaningful family community engagement.~~
- ~~Training and resources to resolve conflicts peacefully and respectfully,~~
- ~~Support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities~~
- ~~Clean and well-maintained campuses that support a sense of school pride.~~
- ~~Orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.~~

~~These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark.~~

~~Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS) and focus on building environments for optimal engagement; cultivating skills that build resiliency; and supporting safe and welcoming learning communities. Through these efforts and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students.~~

~~Multi-Tiered Systems of Support (MTSS)~~

~~MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all student achieve academically and behaviorally. MTSS serves as the framework for organizing support within a school and district so that the needs of the whole child are met. An effective system blends academic, and behavior supports to create effective environments that address a range of student needs. A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of support provided to each tier will match the needs of each student. Tier I is universal instruction and supports that is intended for all students. Tier II consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier III is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier I and II interventions.~~

~~MTSS is a proactive approach that has the following key elements:~~

- ~~Leadership~~

- Building Capacity/Infrastructure for Implementation
- Communication and Collaboration
- Data-Based Problem Solving
- Three-Tiered Instructional/Intervention Model
- Data Evaluation

For more information on our MTSS, please visit the School District of Manatee County's website.

Building Environments for Optimal Engagement

Whether due to unclear expectations or learning goals, the impact of stress or trauma, or poor relationships with adults and peers, the optimal engagement of our students with their learning environment is challenged by numerous factors. To help address these barriers to student engagement, the SDMC actively promotes several initiatives.

CHAMPs is an evidence-based system of classroom management supported by over 30 years of research. Teachers use CHAMPs model to clarify expectations for learning activities and transitions that occur throughout a class or school. The CHAMPs acronym stands for:

- Conversation: Can students talk to each other during this activity? At what level?
- Help: How doe students get the teacher's attention, and their questions answered?
- Activity: What is the task/objective? What is the end product?
- Movement: Can students move about during this activity?
- Participation: How do students show they are fully participating? What does work behavior look/sound like?

To assist teachers and other school staff in better understanding developmentally appropriate teacher and learning, the SDMC has begun initial training using The Neurosequential Model in Education (NME). This training offers a way to educate school staff about brain development, developmental trauma, and how to apply that knowledge to support all students in and out of the classroom, especially those impacted by adverse childhood experiences.

The SDMC has also dedicated extensive time and resources in providing Youth Mental Health First Aid (YMHFA) training to most of our staff across all schools and support sites. YMHFA allows our staff to better understand and recognize the unique risk factors and warning signs of mental health problems in adolescents, including anxiety, depression, psychosis, eating disorders, substance use disorders, ADHD and other disruptive behavior disorders. YMHFA emphasizes the importance of early intervention and teaches our staff how to help an adolescent who is in crisis or experiencing a mental health challenge.

Quality relationships are perhaps the key element in building a positive school climate and are also critical for optimal student engagement. Our schools offer a wide range of activities and interests for our students to form social bonds and explore their personal interests with like-minded peers. In the classroom setting, relationships between students and adults can be strengthened through the sues of practices such as community-building circles. Circles can be used proactively to help build trust,

~~positive feelings, and a sense of belonging within the classroom community. Circles can also be used to discuss classroom expectations, problem solve common issues, mentally prime students for learning, and create a culture of communication and empathy. With a strong sense of community, circles can also be used to restore relationships that may have been harmed, The SDMC has invested training and resources to bring the concept of circles to our school. It represents an easy and effective way to foster better relationships and build the foundation for a more positive school climate.~~

~~**Cultivate Skills that Build Resiliency**~~

~~To ensure positive mental health for all students, the SDMC ensures all students have the necessary skills and resources to see them through life's successes and challenges. The new Florida Resiliency Standards, centered around Character, Personal Responsibility, Mentoring and Citizenship, Critical Thinking and Problem Solving provide the foundation for schools to support and strengthen the characteristics that build the capacity for our students to thrive in the face of life's challenges.~~

~~The new Florida Resiliency Standards were implemented for the first time during the 2023-2024 school year. The standards help us connect several existing universal curricular efforts to include substance use education, health education, character education, and mental health education.~~

School Dress Code

The dress and grooming of district students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix.

Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have ~~the following~~ specific consequences. ~~In additional to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment:~~

~~a. For a first offense, a student shall be given a verbal warning, and the school principal or designee shall call the student's parent or guardian.~~
~~b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal or designee shall meet with the student's parent or guardian.~~
~~c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria.~~

d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days.

e. For a fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above.

Requirements for student dress in all schools are listed below:

a. All shirts and blouses must cover the midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders.
b. Shorts, skirts, skorts divided skirts, and dresses, and culottes are allowed. They must be mid-thigh length or longer.
c. All trousers, pants, or shorts must completely cover undergarments and worn at the waist., including boxer shorts.
d. All clothing, jewelry, or body art, tattoos, nail art, shall not have be free of the following: profanity,; violent images, weapons, wording or suggestion; sexually suggestive phrases or images; gang-related symbols; alcohol, tobacco, drugs, or advertisements for such products.
e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

Further Clarification/other requirements:

f. Form-fitting leotard/spandex type clothing (to include shorts and leggings) are is not allowed with unless proper outer garments that cover to mid-thigh length or longer.
g. See-through or mesh fabric clothing may only be worn over clothing meeting requirements.

Clothing must be appropriate in size, with the waist of the garment worn at the student's waist.

h. Clothing and footwear traditionally designed as undergarments or Ssleepwear shall not be worn as outer garments.
i. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are an exception.
j. Bandanas or sweatbands are not allowed to be visible on school grounds during regular school hours.
k. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal.
l. If the school has a mandatory school uniform policy, the student must adhere to those requirements. These programs will provide detailed requirements to both students and parents.

School Uniforms Policy

Manatee County elementary or secondary schools may implement a mandatory uniform policy, governing students enrolled at the school only if all conditions set forth in the following procedures are met:

a. A Favorable vote of at least 67%or more by the School Advisory Council (SAC) must occur to support mandatory use of uniforms for students.
b. The school or SAC conducts a survey of parents of all students in that school and at least 51% percent of the families completing the survey must indicate that they are in favor of establishing such a program. Ballots must be received from a majority of eligible families. Parents are to be surveyed every three years at any school implementing a uniform program.
c. The school must establish a uniform committee that adequately represents all segments of the school community. The uniform committee must follow guidelines promulgated by the Superintendent for selection of uniforms.
d. The school-selected uniforms must comply in all respects with the other provisions of the district rules concerning appropriate attire.
e. The uniform selected may not be characterized as gender-specific (both boys and girls may wear slacks).
f. The school must make provisions for those students who, by reason of financial hardship, cannot comply with the uniform and must notify the students' parents of these provisions.

Communication

Each school implementing a uniform policy must communicate to parents the following:

1. Types and colors of uniform;
2. Requirements for jackets or outer garments;
3. Optional articles of attire, if any;
4. Compliance measures to be employed;
5. The availability of financial support and the procedures for applying for assistance;
6. Methods to facilitate recycling of uniforms within the school community; and
7. Notice of uniform sales and lists of competitive process from vendors of uniform articles.

The means by which this information is communicated shall include one or more of the following: school newsletters, parent forums, telephone hotline, PTA/PTO meetings and newsletters, school advisory council meetings, television, radio, newspaper announcements, posters displayed at school and in the community, and registration materials.

Compliance Measures

A. Each school shall develop incentives and positive reinforcement measures to encourage full compliance with the uniform policy. Each school should strive to achieve full compliance through use of incentives and positive reinforcement measures and should resort to disciplinary action only when positive measures fail to ensure compliance. In addition, school shall communicate with parents so that expectations, rationale and benefits are fully understood aby the student and the family.
B. If necessary, disciplinary action may be taken to encourage compliance with the policy. Since the intent of the policy is not to inhibit or prohibit any student who is not in uniform from receiving the education to which he or she is entitled, no student shall be suspended from class or from school, expelled from school, or receive a lowered academic grade as a result of not complying with the policy.

C. Prior to initiating any disciplinary action against a student not complying with the policy, a school administrator shall hold a conference with the parent or guardian to solicit cooperation and support.
D. Disciplinary action is initiated only after all other means to secure support and cooperation as mentioned above have not succeeded. A "progressive discipline" approach is to be employed by the school support staff so as to encourage full and consistent compliance with the least amount of disciplinary action.
E. In order to ensure a smooth transition to a uniform policy, and in order to ensure that incentives and positive reinforcement measures are employed before resorting to disciplinary action, no school implementing a uniform policy shall take disciplinary action for the first two months of implementation unless those not in compliance materially or substantially interfere with the requirements of appropriate discipline.
F. Exceptions to wearing the uniform are permitted when:
    a. Uniforms of a nationally recognized youth organization such as JROTC, Civil Air Patrol, or the Boy Scouts or Girl Scouts are worn on regular meeting days.
    b. A student wears a button, arm band, or other accoutrement to exercise the right to freedom or speech as guaranteed by the First Amendment, unless the button, arm band, or other accouterment signifies or is related to gangs, gang members or gang activity.
    c. The wearing of a school uniform violates a student's sincerely held religious belief.
    d. A student's parent or guardian has secured an exemption form the uniform policy by following the procedures set forth below.
G. Parents or guardians are permitted to exempt their children from the uniform program by the following procedures:
    a. Parents should be notified of the exemption procedure.
    b. A request is made by mail or in person by the parent or guardian for an Application for Exemption from the Uniform Program ("Application"). The parent or guardian may obtain an Application at the student's school site.
    c. The Application is completed in full and submitted to the school principal.
    d. The school principal or other designated administrator meets with the parents to discuss the uniform policy and the nature of the objections to the policy. The purpose of this meeting includes:
        i. Ensuring that the parents or guardians understand the reason for, and goals of the uniform policy.
        ii. Verifying the accuracy of the information on the Application.
        iii. Preventing fraud or misrepresentation.

Athletic Eligibility

Students who are in grades 6-12 may be eligible to participate on athletic teams in interscholastic athletic contests as representative of a school, provided the student is a bona fide student of that school and meet the following requirements:

High School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school student meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. A student must attend a minimum of one-half day of school to practice or participate in an athletic activities.
3. A student not currently suspended from interscholastic or interscholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including Florida Statute Sections 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and interscholastic extracurricular activities.
4. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in F.S. 1006.15(3)(h).
~~4.~~5. ~~4.~~ Must complete all required paperwork prior to participating in any practice or game.
~~5.~~6. A student's eligibility to participate in any interscholastic or interscholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation, pursuant to D.S. 1006.20(2)(b).
~~6.~~7. ~~5.~~ Any violation of school discipline policies of the District Code of Student Conduct may be considered for exclusion as eligibility standards to participate in extracurricular interscholastic or interscholastic activities.
~~7.~~8. A student must have a cumulative 2.0 grade point average on a 4.0 weighted scale, or its equivalent, at the conclusion of each semester to be academically eligible during the next semester (F.S. 1006.15(3)(a)(1). Academic eligibility or ineligibility is determined on a semester basis. A student who is academically eligible at the beginning of a semester will continue to be academically eligible for that entire semester. Likewise, a student who is academically ineligible at the beginning of a semester will continue to be academically ineligible for that entire semester, except as provided in Bylaw 9.4.5.1.2.

Middle School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. ~~Must carry a normal class load, M~~maintain satisfactory classroom work (minimum 2.0 grade point average on previous quarter's report card) and maintain a satisfactory conduct record (no 4's in Citizenship on the previous quarter's report card). ~~Sixth grade students are exempt from soccer only.~~
3. Must be less than 15 years 9 months of age. On the day a student reaches this age, regardless of when that day is, the student becomes ineligible to participate on the middle school level.
4. Must obtain signed permission from his/her parents or guardian on a form provided by the school.

5. Must have a school physical on file with the school.
6. Must be an amateur. This means that the student must not accept money, gift, or donation for participating in a sport, or use a name other than his/her own when participating.
7. Must display good sportsmanship and follow the rules of competition before, during, and after every contest in which the student participates. If not, the student may be barred from participation for a period of time.
8. Must not provide false information to gain eligibility.
9. All non-traditional student eligibility will be determined on a semester-by-semester basis.
10. A student may not participate if serving an out of school suspension the day of competition.
11. A student must attend a minimum of one-half day of school to practice or participate in an athletic activities~~contest~~.
12. ~~All participants must have appropriate paperwork (physical form and parent consent form) on file in the athletic director's office before the beginning of the All-Star Tournament~~.
13. A student transferring into a school must meet eligibility requirements. The student cannot take the spot of an existing team player on the roster.

Athletic Student Transfer Eligibility

A student who transfers is immediately eligible, as long as all other eligibility requirements are met. Students may not participate in the same sport in the same year at more than one school, unless one of the following exceptions are met:

1. Children of active-duty military whose move resulted from military orders.
2. Children relocated due to foster care placement or McKinney Vento Act.
3. Children who move due to a court-ordered change in custody dur to separation, or serious illness or death of custodial parent.
4. Good case policy in district or charter (district placement).

Per F.S. 1006.15 the School District of Manatee County has defined just cause for immediate eligibility as:

a. Special Assignment by Superintendent, or Office of Student Assignment.
b. Moving to a new residence following the marriage of the student. The student immediately establishes a new residence that makes it necessary to attend a different school.
c. Reassignment by District School Board or Charter School Board.
d. Transfer of school within the first twenty days of a semester in acceptance of a seat (first opportunity to enroll) into a previously applied for magnet program.
~~e.~~ Any other athletic eligibility appeal ruled upon by the Athletics Review Committee to intervene and make a decision on a case brought before the board by the Supervisor of Athletics. All decisions will be given within 10 school days from the date of the appeal.

Extracurricular Clubs and Organizations

Pursuant to F.S. 6A-10.089, in order to be eligible to join and participate in any club, after school or extra-curricular activity as a representative of a school, students must complete and submit the

school or district provided parent/guardian permission form each year and for each activity. Club information is published and updated on each school website or can be found by contacting the school's administration or Activity Director.

Extra-curricular Activities/ Clubs

Students choosing to participate in extracurricular activities must adhere to all School Board Policies and school rules to be eligible. A student must attend a minimum of one-half day of school to participate in school sponsored activities. Participating in extracurricular activities is a privilege and participation may be restricted, suspended or revoked at any time by a school administrator as a result of violating these said policies or rules.

~~**Attendance**~~

~~A student must be in attendance a minimum of one-half day on the day of competition or the day prior if the contest falls on a non-school day, unless documented (doctor's note, field trip, subpoena, etc.), to practice or participate in a contest on that day unless approved by the principal or designee.~~

Attendance

Regular school attendance is crucial for a student's educational success. Excessive absences can impact students' education, their ability to pass their classes, and may lead to court proceedings or the loss of driving privileges. A parent/guardian may excuse nine absences per year. The following are examples of excused absences, but not limited to:

Excused Absences:

- Personal Illness
- Illness of an immediate family member
- Religious Holiday of student's religious beliefs
- Court appearance/Subpoena
- Doctors' appointment

Reporting Absences

In the event of a planned absence, the parent or guardian shall notify the school prior to the absence. Any student that is absent from school shall provide appropriate documentation within 48 hours of returning to school for the absence to be marked excused. All absences will automatically be marked unexcused until documentation is submitted. The principal/designee will determine if the documentation meets the criteria for the absence to be excused and the decision will be final.

Late Arrivals:

Students arriving late to school must report to the front office to obtain a pass before entering. Tardiness will be classified as either excused or unexcused based on the provided reason. To receive an excused tardy, students must present acceptable documentation.

Early Departures:

Students leaving school early must be signed out at the front office by an individual listed on their approved pick-up list. Students aged 16 or older may sign themselves out with parental permission. To have an early departure marked as excused, students must provide appropriate documentation. Without proper documentation, the early departure will be recorded as unexcused.

Make-up Work

After an excused absence, students must arrange with their teacher for any make-up work. Students have the same number of days they were absent to make up their work. This rule does not apply to some long-term assignments. (A long-term assignment is when a student has 10 or more days to complete the work.) These long-term assignments will be due on the specified date unless excused in writing by the teacher or principal. It is the student's responsibility to make these arrangements and to submit make-up work within the deadlines set by the teacher(s). Students do not have the right to make up work if the absence was unexcused.

Semester Exams

Semester exams may not be given early. Students may take their semester exams upon return to school.

Truancy

A "Truant" student is a student, subject to compulsory school attendance, who has had (Section 1003.01, F.S.):

- 5 unexcused absences (or absences for which reasons are unknown) within a calendar month; or
- 10 unexcused absences (or absences for which reasons are unknown) within any 90 calendar days; or
- Has had more than 15 unexcused absences within 90 calendar days.

The SDMC will follow all requirements for reporting truant students as outlined in s. 1003.27, F.S.
Florida State Statute (1003.24) reports parents are responsible for the attendance of children.
Florida State Statute (1003.26) provides the school district the ability to enforce school attendance.
~~Florida State Statute (1003.24) reports parents are responsible for the attendance of children.~~
~~Florida State Statute (1003.26) provides the school district the ability to enforce school attendance. Florida State Statue (984.151), any student that accumulates 15 or more unexcused absences in a 90-calendar day period is considered truant.~~

~~Designated members of the student's school will make attempts to contact the family for every unexcused absence to discuss the reasoning for the absence and try to find resolution for further unexcused absences.~~

~~Further contact to include home visits and referrals to community partners may be conducted if 5 unexcused absences occur in a calendar month, or 10 unexcused absences occur in a 90-day calendar period.~~

~~15 unexcused absences in a 90-day calendar period will result in referral to Truancy Court.~~

Driver's License

Florida law requires that all minors who fail to comply with the state's attendance requirements lose their driving privileges by the Department of Highway Safety and Motor Vehicles (DHSMV). Students aged 14-18 with fifteen (15) accumulated unexcused absences, not including out-of-school suspensions, in a 90-calendar day period. Any student with their driving privileges removed will have to satisfy the state requirement of attending 30 consecutive school days, with no unexcused absences, to receive a reinstatement of driver's license privileges form.

Homeless Student Rights Under the McKinney-Vento Act

Under the McKinney-Vento Act, homeless students have the right to attend school, regardless of the location where they live or the length of time at that location. The student is to be enrolled immediately, regardless of whether the appropriate records required for enrollment are presented. The school will refer the parent/guardian to Project Heart, which will help in obtaining the required records. Students eligible under the McKinney-Vento Act have the right to continue attending the same school they attended before their housing situation changed, or the school last attended, as well as receive assistance with transportation to that school of origin. Furthermore, the students are allowed to attend the school of origin for the rest of the school year, even if they obtain permanent housing during the school year.

If a student who is eligible under the McKinney-Vento Act is sent to a school other than the school of origin, a reason must be provided in writing, along with the process for appealing such a decision. The student may remain in the school of origin during the appeal. If it is proven the student was not eligible for McKinney-Vento Act rights and services, but the parent/guardian accepted goods, services, or special right, including free school lunch, school fraud rules will apply. The parent/guardian will be notified in writing and provided with the process for disputing the charges of fraud.

~~**Attendance**~~

Florida Law (Section 1003.21, Florida Statutes) states that all children who are either six years of age, who will be sex years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term. A student who attains the age of 16 during the school year is not subject to compulsory attendance beyond the date of which the student attains that age if he/she files a formal declaration of intent to terminate school enrollment with the school district. Florida law defined "habitual truant" as a student who has 15 or more unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent or guardian, and who is subject to compulsory school attendance.

1. You are expected to be on time and in school for the entire student day, each school day.
2. On the day of your absence, a parent or guardian should call the school to explain the absence. The absence will be excused if it meets the criteria outlined below. The parent or guardian must contact the school within 48 hours of the absence or appropriate documentation is required within 5 days. If this contact is not made, the absence will be recorded as unexcused.
3. If you are continually sick and repeatedly absent from school, you must be under the supervision of a physician in order to be excused from attendance. Excessive absences will lead to a parent conference, referral to the District's Child Study Team, referral for social work services, referral to Truancy Court, and the involvement of the State Attorney. Parents who fail or refused to cooperate with the school in the matter of regular school attendance for their child may be prosecuted for truancy by the State Attorney's Office.

Frequently Asked Questions:

Q. What is an excused absence?

A. An absence can be excused for the following reasons:

a. The student is ill or injured.

b. Major illness in your immediate family (this means parents, brothers, sisters, grandparents, or others living in the home or who are close relatives).

c. Death in your immediate family

d. Religious instruction in the student's faith-requires note from the parent or guardian before the absence.

e. Subpoena or forced absence by any law enforcement agency. A copy of the subpoena or summons must be given to the principal or designee. This includes detention at a juvenile center in which educational services are continued.

f. A major disaster as decided by the administration.

g. any absences, including those for field trips, participation in another academic class or program, or other parental requests as judged appropriate by the principal, provided the request is submitted to the principal forty-eight (48) hours in advance of the absence. A principal may waive the requirement for advance notice if extenuating circumstances exist.

h. A documented appointment with a doctor, dentist, or other medical or legal professional

i. An occurrence of head lice, with a maximum or two excused days.

Q. How many excused absences can I have?

A. Students are allowed nine excused absences. Parents/guardians may excused nine absences per year. When the limit has been reached, official documentation is then required for every additional absence.

Q. What if I have used all of my excused absences and a family emergency occurs?

A. Students must provide appropriate documentation to the school principal or designee for approval. These will be recorded as excused absences.

Q. How can I make up work when I am absent?

A. After an excused absence, student must arrange with their teacher for any make-up work. Students have the same number of days they were absent to make up their work. This rule does not apply to some long-term assignments. (A long-term assignment is when a student has 10 or more days to complete the work.) These long-term assignments will be due on the specified date unless excused in writing by the teacher or principal. It is the student's responsibility to make these arrangements and to submit make-up work within the deadlines set by the teacher(s). Students do not have the right to make up work if the absence was unexcused.

Q. I am going to be absent for semester exams. May I take my exams early?

A. Semester exams may not be given early. Students may take their semester exams upon return to school.

Q. What is an unexcused absence?

A. Anything that does not meet the criteria of an excused absence is considered unexcused. (Please refer to Excused Absences Section.)

Q. How many unexcused absences can I have?

A. In Manatee County, state law requires the regular attendance of children between the ages of 6 and 18 and makes parents and legal guardians legally responsible for seeing that their children attend school. Family vacations during scheduled school time are considered unexcused absences. If students have accumulated a total of 5 unexcused absences in one month or 10 unexcused/unexplained absences in a 90-day period, the school will send a letter to the address listed on school records, in an attempt to ensure parent(s)/guardian(s) are aware of any developing attendance issues. Fifteen unexcused absences in a 90-day period may result in a referral for truancy court action. The District Truancy Department will send a 3-Day Demand Notices by U.S. Mail to the address listed on school records in the event of excessive consecutive unexcused/unexplained absences.

Q. What happens if I am late for school?

A. Students who arrive late for school for any reason must report to the office and received a tardy admit slip. The tardy will be deemed as excused or unexcused. Students are expected to be in school at the start of the school day, every day.

Q. What is an excused tardy?

A. An excused tardy is when students are late for school due to sickness, injury, death, in their family, medical or dental appointments, with a note from the physician, school sponsored activities, court date, or other reason approved by the school principal. For elementary students, parents must accompany the student to the office when they are tardy.

Q. What is an unexcused tardy?

A. An unexcused tardy is when a student is late to the school due to, but not limited to, oversleeping, missing the school bus, shopping trips, pleasure trips, or excessive tardiness due to illness without a physician's verification that the medical condition justifies tardiness. If an elementary student arrives late and comes into the office unaccompanied by an adult, he or she will receive an unexcused tardy.

Q. May I leave early in the school day?

A. Students are expected to be in school for the full day. However, if a student must leave school early, they must go to the office and receive permission for early release. Parents of elementary and middle school students must report to the office to pick up their child. High School students aged 16 or older may sign themselves out early with parent permission, following the school sign-out procedures. Students cannot leave their school campus for lunch or other unexcused personal reasons at any point during the school day.

Q. What are excused reasons for leaving school early?

A. Excused reasons for early dismissal follow the same guidelines as excused absences. They include Illness or injury, major illness or death is the student's immediate family, subpoena or forced absence by a law enforcement agency, a major disaster, a documented appointment with a doctor or dentist, discovery of head lice, participation in another academic class or program, or other parental requests as judged appropriate by the principal.

Q. What happens if I leave school early for unexcused reasons?

A. Numerous early dismissals are unacceptable and unfair to the other students whose instruction is interrupted each time a student leaves early. Individual schools may develop school-based consequences for unexcused early dismissal students.

Q. How does my school attendance affect my privilege to drive?

A. Students will lose their driver's license, or privilege of applying for any driver's license, if they are not enrolled or are not attending school regularly.

Note: Students who are withdrawn as dropouts or who have accumulated 15 unexcused absences in 90 calendar days will lose the privilege to apply for or hold a Florida Driver's License. Students who have lost the privilege must subsequently accumulate 30 consecutive school days with no

~~unexcused absences in order to receive a reinstatement of driving privilege form. If further information is needed regarding these issues, please contact the district truancy office at 751-6550.~~

~~Q. Does my attendance affect my participation in athletics or extracurricular activities?~~

~~A. Students who are not present for more than half of the school day on the day of an event, due to any undocumented absence may not participate in the athletic or extracurricular event. Students who are suspended from school may not participate in any school-related function.~~

Section 4: School Health

Medication Policy

Taking legal medication (prescription drugs prescribed or over-the-counter drugs) at school, on a school bus, at any school activity, or on any field trip must strictly comply with this medication policy. This policy requires the following:

a. You should make every effort to administer medication at home during non-school hours.

b. All medications (including over-the-counter medications, vitamins, and supplements) must be prescribed by a licensed physician and must be retained in the school clinic, except as described in 1002.20, Florida Statutes.

Pursuant to Florida Statute 1002.20-a student may possess and use a medication to relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches.

~~a.~~c. For students to carry and administer his/her own over-the-counter medication to relieve headaches, a self-carry headache medication form must be fully complete and on file in the school clinic. This form can be found on the SDMC website.

~~b.~~a. Prior to being able to administer medication at school, the parent/guardian must provide a completed medication authorization form for each medication. The form must be signed by the parent/guardian and licensed healthcare provider. ~~For each medication to be administered, the parent/guardian must provide the principal or clinic staff with a written statement giving the principal or the principal's designee permission to assist in the administration of the medication. The written statement must explain the reason it is necessary for the medication to be provided during the school day.~~

~~c.~~b. The written statement shall be on a Medication Authorization Form which can be obtained from the school's office and must be signed by both a physician and a parent or guardian before medications can be administered at school.

~~d.~~c. You may not transport medications to school or be in possession or any medications while on school property, except as described in 1002.20, Florida Statutes.

~~e.~~d. An authorized adult must bring the medication to be administered to the school's office and deliver it along with a completed Medical Authorization Form, except as described in 1002.20, Florida Statutes.

~~f.~~e. Possessing medications prescribed to others is illegal and considered a Level 3 offense.

~~g.~~f. Students with any of the following medical conditions and carry and self-administer the medications or supplies listed below to attend to their conditions while at, or in transit to or from, school or school-sponsored activities, if the school has been provided written parental and physician authorization in advance:

~~Pursuant to Florida Statute 1002.20-a student ma possess and use a medication to relieve headaches while on school property or at a school-sponsored event or activity without a physician's note or prescription if the medication is regulated by the United States Food and Drug Administration for over-the-counter use to treat headaches.~~

~~For students to carry and administer his/her own over-the-counter medication to relieve headaches, a self-carry headache medication form must be fully complete and on file in the school clinic. This form can be found on the SDMC website.~~

Student's Medical Condition:	Student May Carry and Self-Administer:
Life-threatening Allergies or Asthma	An epinephrine auto-injector
Asthma	A metered dose inhaler
Pancreatic Insufficiency	A prescribed pancreatic enzyme supplement
Diabetes	Diabetic supplies, equipment, and specific food items identified in the written authorization along with a description of the activities the student is capable of performing without assistance, such as blood-glucose level checks, urine ketone testing, administering insulin, and treating hypo-or hyperglycemia.

Suspected Overdose

District schools may maintain an on-site supply of the opioid antagonist Naloxone, following guidelines established in Board Policy 5780 and F. S. 499.003. Naloxone is a medication that is used to reverse an opioid overdose. If any student or staff are suspected of having an opioid related overdose, Naloxone will be administered by a trained nurse as a life-saving measure.

Controlling the Spread of Communicable Diseases

The School Board recognizes its responsibility relative to student, employee, and visitor health and safety. To protect the health and safety of the students, district personnel, and the community in large, the Board shall follow all State statues and Health Department regulations which pertain to immunization under Policy 5320, and other means for controlling communicable disease spread through normal interaction in the school setting as set forth in Policy 8450.

Section 54: Student Discipline

The School District of Manatee County recognizes that a safe, orderly, and supportive learning environment is the result of caring relationships and quality instruction. It is the responsibility of the district to help foster such environments by implementing clear, appropriate, fair, and consistent expectations and consequences for all schools and classroom teachers to construct and carry out their behavior support plans. For these plans to be optimally effective, schools and classrooms must in turn, have the latitude to work within established guidelines to create positive behavior intervention systems which support the unique needs of their students, families, and communities. Our philosophy of discipline in the School District of Manatee County is rooted in the development of positive relationships with our students and families. We believe that students should have a chance to learn from their mistakes and the opportunity to restore any damaged relationships with peers and adults. Our discipline practices encompass preventative and early intervention measures that seek to strengthen relationships and build positive communities, so that misbehavior is less likely to occur or continue.

Misconduct that Requires Specific Consequences

Acts that require specific consequences include the following:

- Possession or Use of Illegal Drugs or Alcoholic Beverages
- Possession or Use of Tobacco Products
- Bullying or Harassment
- ~~Dating Violence and Abuse~~
- Threats Against Schools
- Chemical or Biological Attacks or Threats
- Possession of Guns, Weapons, or Dangerous Objects
- Gang Activity
- Violent Acts Resulting in Serious Injury
- Making False Accusations or Reports

Drugs and Alcoholic Beverages

Use of a drug authorized by a medical prescription from a registered physician for a specific student shall not be considered a violation of this rule. However, all procedures found in the School District of Manatee County's medication policy must be followed.

Students shall not knowingly possess, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, any other controlled or synthetic substance defined in F.S. 893.03, or substitute for such, hemp, Cannabidiol (CBD), alcoholic beverage (including powdered alcohol), inhalant or intoxicant, or over the counter drugs outside of the medication policy (page ?)~~of any kind~~. This applies to school grounds before, during, or after school hours, or off the school grounds on a school bus, at a bus stop, at a school activity, function, or event. Also, students shall not possess, have under their control, sell or deliver any device, or contraband, instrument or paraphernalia containing the substance or substances described in this paragraph, or any residue of such substance, or devices intended for use or used in injecting,

inhaling/huffing, smoking, administering, or using any of the foregoing prescribed drugs, narcotics or stimulants.

Possession, Use, Under the influence

For substances that are not considered over the counter, the first offense for possession, use, or under the influence will result in up to a ten (10) day suspension. The principal or designee may offer to reduce the suspension to five (5) days providing the student and parent/guardian attend and complete the district's SAFE (Substance Abuse and Family Education) Program. For a second offense of possession, use or under the influence, students will automatically be suspended for up to ten (10) days and a recommendation for expulsion or reassignment to an alternative placement may be made to the Superintendent or designee.

Selling, Purchasing, Providing, Distributing, & Receiving

Students who buy, sell, trade, provide, negotiate, receive or engage in any drug or alcohol-related transaction at school, at a school activity, at a school bus stop or on a school bus-even if the sale or purchase does not actually take place-students may be suspended for up to ten (10) days and a recommendation for expulsion or reassignment to an alternative placement will be made to the Superintendent or designee. Providing or receiving over the counter drugs to or from other students may be considered a level 3 ~~2~~ infraction for endangerment, while providing others with medication prescribed to the student or others may be considered a level 4 offense that is subject to a suspension of up to 10 days.

Fake Drugs

Students who are caught possessing or distributing a substance that is represented to be an illegal drug may be suspended for up to ten (10) days or recommended for a disciplinary reassignment to alternative school.

Possession or Use of Tobacco

Possession or use of tobacco on school grounds ~~by minors~~ is illegal. If a student is caught smoking or in possession of tobacco, the School Resource Officer or other law enforcement officer may give the student a written citation. In addition to possible fines, students caught using or possessing any form of tobacco, including electronic cigarettes at school, at any school-sponsored activity, at a school bus stop or on the school bus, will receive a disciplinary consequence. Tobacco or nicotine products include cigars, cigarettes, dip, snuff, dissolvable tobacco products (e.g. gum, mints, or dissolvable strips) and electronic smoking devices. Additionally, any electronic smoking device is subject to field testing or illicit substances and will be confiscated.

Bullying and Harassment

Conduct that constitutes bullying or harassment, as defined below, is prohibited.

~~Bullying is the mistreatment of an individual or group characterized by a willful intent to cause harm and a perceived advantage in power. These acts can be socially, emotionally, or physically damaging in nature, to include, but not limited to: teasing, name calling, rumor spreading, exclusion, intimidation, threats, damaging personal property, stealing public or private humiliation, stalking,~~

~~pushing, shoving, or other physical attacks, and sexual, religious, or racial/ethnic harassment. Harassment involves any threatening, insulting, or dehumanizing act or gesture, which places an individual in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with an individual's education performance, opportunities, or benefits; or has the effect of substantially disrupting the orderly operation of a school or activity.~~

Bullying: (intimidating behaviors that are repeated, intentional, and involve a power imbalance) Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. Bullying includes instances of cyberbullying, as defined in Section 1006.147(3)(b), F.S. Bullying may include, but is not limited to, repetitive instances of teasing, social exclusion, threats, intimidation, stalking, physical violence, theft, harassment, public or private humiliation, or destruction of property. If the physical harm or psychological distress is not the result of systematic or chronic behavior, evaluate for Harassment

Harassment: Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property, has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or has the effect of substantially disrupting the orderly operation of a school including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose. Instances of Harassment that are chronic or repeated in nature should be evaluated for Bullying or Bullying-related.

Both bullying and harassment are prohibited at school, during school related activities (whether on or off campus), on the school bus, at school bus stops, and through the use of computer or other electronic devices, which is known as cyberbullying. Cyberbullying and harassment are also prohibited through off campus social media ~~internet posting~~, phone calls, or text messaging if such behavior disrupts the orderly environment of any district school or activity or interferes with the educational opportunities of others.

Students who engage in bullying or harassment, will have consequences and appropriate disciplinary ~~remedial~~ action that may range from positive behavioral interventions up to and including suspension, reassignment to an alternative program, ~~and~~ or expulsion. More severe or persistent infractions will result in more intensive interventions and administrative action. Additionally, the appropriate school administrator or designee will report to the victim's parents and the alleged offender's parents any alleged incident of bullying or harassment once an investigation of an incident has been initiated. Bullying should be reported to the appropriate school administrator or through the School District of Manatee County's anonymous reporting system.

Hazing

~~Hazing is defined by F.S. 1006.135 as any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for the purpose of initiation or admission into or affiliation with any school sanctioned organization.~~

~~Hazing includes, but is not limited to pressuring, coercing, or forcing a student to: any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.~~

Hazing is defined as any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. "Hazing" includes but is not limited to: (a) pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior, or (b) any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

Dating Violence or Abuse

Teen dating violence is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past dating relationship to exert power and control over another when one or both of the partners is a teenager. Abuse may include insults, coercion, social sabotage, sexual harassment, stalking, threats and/or acts of physical or sexual abuse. Students, parents, or legal guardians are encouraged to report any act that may be dating violence and abuse anonymously or in-person to the principal or the principal's designee.

~~Conduct that constitutes dating violence and abuse as defined below is prohibited. Dating violence is a pattern of verbal, physical, emotional, or sexual violence or abuse used by one person in a current or past relationship to exert power and control over the other person.~~

~~Abuse may include insults, coercion, social sabotage, sexual harassment, threats or act of physical or sexual abuse. The abusive partner uses this pattern of violence or coercive heavier to gain power and maintain control over the other person.~~

~~School employees are required to report to the principal or designee suspected cases of dating violence or abuse. Students should report suspected cases of dating violence or abuse to the principal or designee and may do so anonymously. Student victims should report any incidents of dating violence or abuse to the principal or designee as soon after it occurs as possible.~~

~~The principal or designee will immediately conduct an investigation or the allegation and proceed under paragraph L. PROCEUDRES OF SUSPENSION AND EXPULSION. If the principal or designee determines a student is guilty of dating violence or abuse, the student will be suspended from school for up to 10 days and may, where appropriate, be recommended for assignment to another school or program as an accommodation for the victim. Suspected criminal conduct will be reported to law enforcement. The District Health Education Curriculum for grade 7-12 will include a component on teen dating violence and abuse, with emphasis on prevention education.~~

Threats Against Schools and Persons

Students who are involved in making a destructive device, fake destructive device, or planning the use of such a device, either at school, or at a school activity, or while at school or at a school activity, will be suspended for up to 10 days, recommended for reassignment or expulsion, and reported to law enforcement ~~for prosecution~~. The same actions will be taken if any threats are made ~~by any means~~ against the school, school property, school personnel, or students, regardless of any disruption on campus or any school related function~~.~~. This includes direct, veiled, or implied threats communicated verbally, in writing, or through social media platforms. Students who make any such

threat will be referred to the school's threat management team. This team is charged with helping to ensure the safety of all persons at school and will take steps that may include interviews with friends, teachers, staff, parents, or employees regarding any concerns. The threat management team is also responsible for making referrals for mental health services and to law enforcement for continued investigation, if it is determined a student poses a concern or threat to the school or any member of the school community. Students are subject to school-based consequences for any threats communicated online or through the use of technology, regardless of the time, day, or location where the threat was made.

F.S. 1006.13

"Making a threat or false report, as defined by ss. 790.162 and 790.163, respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity. District school boards may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student who has a disability, the district school board shall comply with applicable State Board of Education rules."

Reporting Threats or Suspicious Activity

Students, parents, staff, or any individual may report threats, or any concerning behaviors exhibited by a member of the school community. All persons are strongly encouraged to be vigilant of potential signals, warning ~~signs, and threats~~signs, threats, and ~~to~~ should ~~not hesitate in~~ report~~ing~~ concerns immediately. This is particularly true of online or social medi~~c~~a posts. FortifyFL is an app specifically designed by the State of Florida to assist students and parents in reporting suspicious or concerning behavior which may be downloaded to mobile devices for immediate reporting.

NOTE: If you make a threat or false report - to include a bomb threat, bomb threat hoax, or a knowingly false report concerning the use of a destructive device or firearm in a violent manner, as defined by F.S. 790.162 and 790.163, involving a school or school personnel's property, school transportation, or a school-sponsored activity, you may be expelled (with or without continuing education services) from your regular school for a period of not less than one full you, as well as referred for criminal prosecution and mental health services identified by the school district, pursuant to F.S. 1012.584 (4) for the evaluation or treatment, when appropriate (F.S. 1006.07(2)(l). The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning the student to a disciplinary program, if it is determined to be in the best interest of the student and the school system. Commission of either of these offenses is a second-degree felony, punishable by up to 15 years imprisonment and a $10,000 fine. The School Board must maintain a policy for all threats to commit violence or harm. Even threats made in jest or in exaggeration must be treated as serious and may subject the student to suspension, reassignment, or expulsion. This includes simulating realistic gunfire, explosions, or acts of violence using apps or

other technology. If a student makes a threat of violence, the school administration will assess the situation and, where appropriate, take administrative action.

Violent and Aggressive Acts

Students who violently attack a School Board employee or any other person or act as a decoy in a violent attack at school, a school function, on the bus, or at a bus stop, will be suspended from school for up to 10 days and may face a recommendation for expulsion or reassignment to an alternative program. If you are charged with violently attacking another person somewhere else other than school, you may be removed from the general education program and administratively assigned to another program if your principal believes your presence or campus may be disruptive or pose concern for the safety of the student or staff.

If a student ~~commits two violent~~commit violent or aggressive acts (such as fighting, bullying, threats, or physical aggression) in the same school year and while under the jurisdictional control of the school, the student may be placed on a Second Chance Agreement in addition to a referral to the school based problem solving team. ~~district level Behavior Assessment and Modification (BAM) contract.~~ A third such offense in the same school year may result in a recommendation for reassignment to an alternative program.

Possession of Firearms and Weapons

According to Florida Statute 790.115(2)(a) students will not possess any firearm, destructive device, or other weapon as defined in F. S. 790.001 (13) and/or listed under Category A (below). Federal and state laws request students be expelled from school, with or without continuing educational services, for a period of not less than one full year, referred to mental health services identified by the school district, pursuant to F.S. 1012.584 (4) and referred for criminal prosecution if a firearm is brought to school, to any school function, or onto any school sponsored transportation, or in a firearm or weapon is possessed at school. Expulsion is required, even if the firearm or weapon is for self-defense. The School Board may assign students to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the expulsion requirement on a case-by-case basis and requires the School Board to modify the requirement by assigning you to a disciplinary program or other appropriate consequence, if it is determined to be in the best interest of the student and the school system.

F.S. 1006.13 "Zero-tolerance policies must require students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system.(a)Bringing a firearm or weapon, as defined in chapter 790, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school."

~~Evolv~~ Firearms Detection Systems Screening at SDMC Schools

The Safety of our staff and students at the School District of Manatee County is our number one priority. To enhance our security efforts at our schools, we have launched~~, beginning on August 12, 2024, we will launch~~ a new high-tech security scanner firearms detection system and a gun powder firearms detection canine to screen students and visitors for firearms.

Firearms are not permitted on any School District of Manatee County (SDMC) Schools' property. All students and visitors entering District property may be required to submit to a weapon detector screening to ensure no weapons are brought onto the premises. Bags, purses, backpacks, etc. may also be screened using metal/weapon detecting wands and/or by hand. Refusal to cooperate with the screening procedure will result in the denial of entry and/or disciplinary action for the student. If a student activates the ~~Evolv~~ detector, a staff member will escort a search of the student to a private secondary screening location where we will conduct a search of the student and their belongings in alignment with School Board Policy 5771.

NOTE: Per F.S. 790.115, the School District of Manatee County strictly prohibits any firearms from being stored in student vehicles parked on any school grounds or at any school-sponsored event. Your principal may give you written permission to possess a gun or weapon while on campus or at a school function when the gun or weapon is part of the curriculum of the school. An example of this is when a gun or rifle may be part of JROTC drill and firing ranges. If a student brings weapon-like contraband to school, to any school function, or onto any school sponsored transportation, or if students you use any non-weapon as a weapon to threaten or injure others, the student may be suspended for up to 10 days and possibly recommended for alternative placement, expulsion, and referred for criminal prosecution.

WEAPONS AND FIREARMS

Category A

Mandatory Alternative Placement or Expulsion

F.S. 1006.13 and F.S. 790.001(6)(13)

a. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;

b. The frame or receiver of any such weapon described above;

c. Any firearm muffler or firearm silencer;

d. Any machine gun;

e. Any destructive device as defined by F.S. 790.001(4) including but not limited to bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas;

f. Any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive and which has a barrel with a bore of ½ inch or more in diameter;

g. Knife or dirk (excluding common pocketknife, plastic knife and blunt bladed table knife);

h. Metallic or other knuckles;

i. Slungshot - a striking weapon consisting of weight, or another hard object affixed on a flexible handle or strap;

j. Billy club;

k. Flare gun;
l. Tear gas gun, except a self-defense chemical spray carried solely for the purpose of self- defense in a compact size and containing not more than 2 ounces of chemical.
m. Chemical weapon or device or any other deadly weapon.
n. Electric weapon or device.

WEAPON-LIKE CONTRABAND

Category B

Suspension or Alternative Placement or Expulsion

F.S. 1006.13 and F.S. 790.001(6)(13)

a. Slingshot;
b. Fireworks;
c. Razorblade/razor;
d. Any knife or bladed instrument not covered in Category A;
e. Non-weapons used as weapons: A student using as a weapon any article or substance not normally considered to be a weapon (including but not limited to rocks, pens, pencils, lasers, chains, lumber, screwdriver, etc.) or facsimile (toy or otherwise) but which is used by a student as a weapon to intimidate, threaten, coerce or injure another individual shall be suspended and may be recommended for expulsion.
f. Any replica or facsimile of any item listed in Categories A or B, including toys, souvenirs, antiques, broken, or inoperable weapons, including but not limited to bb guns, pellet guns, paint guns, squirt guns, regardless of how they are used or displayed.
g. Ammunition and any component thereof, including but not limited to bullets, shotgun shells, bullet casings, magazines, or clips.

In addition to the administrative actions listed in the Code of Student Conduct, possession of weapon-like contraband by any student while the student is on school property or in attendance at a school function may also result in criminal prosecution (F.S. 790.115).

Gang Activity

No student shall commit any act which promotes gangs or gang-related activities. A criminal street gang is a formal or informal organization or group that has as one of its primary activities the commission of criminal or delinquent acts and consists of three or more persons who have a common name or common identifying signs or symbols and have one or more members who engage in a pattern of criminal street gang activity. Conduct prohibited by this policy includes but is not limited to the following:

a. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs or other items which may be

evidence of membership or affiliation in any gang.

b. Communicating either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership or affiliation in a gang.
c. Soliciting others for gang membership.
d. Tagging, or otherwise defacing school or personal property with gang or gang- related symbols or slogans.
e. Requiring payment of protection, insurance, or otherwise intimidating or threatening any person related to gang activity.
f. Inciting other students to intimidate or to act with physical violence upon any other person related to gang activity.
g. Students who commit any gang-related activity while at school, a school activity, school bus stop, or on a school bus, will be suspended from school for up to 10 days. If a student commits a second gang-related activity while under the jurisdiction of the school district that can be documented by law enforcement may be assigned to an alternative program or expulsion.

"Sexting"

Students who make post, sending or forward to anyone else a nude or sexually revealing image or a person through the Internet or text message while under the jurisdiction of the school district may be suspended from school and possibly be recommended for reassignment or expulsion. Students may also be subject to arrest for violation of child pornography laws if the student in the photo is a minor. If a student is found to have sent any such images or message to other members of the school community regardless of time or location, the student may be subject to school-based consequences under Florida cyberbullying and harassment laws (F.S. 1006.147).

Making False Accusations

A student who intentionally make false accusations that jeopardize the professional reputation, employment or professional certification of a teacher or other member of the school staff will be suspended for up to 10 days and may be recommended for reassignment to an alternative school or for expulsion.

~~**Misconduct that May Result in Discipline**~~

~~Students are expected to behave during the time they are at school, at school activities, at the school bus stop and on the school bus. Students may be disciplined if they do anything during those times or attempt to do anything that violates a school rule or that may:~~

- ~~Hurt, harass or threaten others,~~
- ~~Damage property,~~
- ~~Disrupt class, school or a school activity,~~
- ~~Be dishonest or~~
- ~~Violate a criminal law or state statute.~~

~~A student may be subject to disciplinary action if the conduct occurs off campus bus is connected to activities or incidents that occurred on campus or at a school activity, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.~~

Investigations at School

Administrative

School officials can question students who are suspected of violating the District Code of Student Conduct without first contacting the parent or guardian~~.~~. Students do not have a right to have parents present or a right to an attorney when they are questioned. If a student refuses to answer questions asked by a school official, they may be disciplined.

Criminal

Law enforcement officers will make a good faith effort to contact parents before the officer begins to question a student who is suspected in a criminal investigation that may result in arrest or criminal charges. If a parent cannot be located, law enforcement officers may proceed with questioning~~.~~. If the parent or guardian is contacted, the law enforcement officer may allow the parent or guardian to be present during the questioning.

Victim or Witness

Law enforcement officers, Children and Family Services investigators, or administrative investigators are allowed to question students without first contacting the parent or guardian. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during the interview. If the student refuses to answer questions asked by the school official, the student may be disciplined.

Removal of a Student Under Arrest

With or without a warrant, a law enforcement officer can remove a student without a parents' consent or the consent of school officials. The administrator will try to notify the parents before the student is removed from campus or as soon as possible after the removal.

Removal for Involuntary Examinations

If a student is removed from school, school transportation or school sponsored activities and taken to a receiving facility for Baker, Marchman, or other evaluations, pursuant F.S. 394.463, the school principal or designee shall make a reasonable attempt to notify the student's parent or guardian. The principal or the principals' designee may delay notification for no more than 24 hours after the student is removed if the principal or designee deems the delay to be in the student's best interest or if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.

Searches and Seizures

Lockers, vehicles, purses, backpacks, and other personal possessions may be searched if there is a reasonable suspicion that any of them contain drugs, weapons, contraband, or other items not

permitted on campus. Students are expected to cooperate fully with the school administration in all searches and investigations. Failure to fully cooperate may be grounds for the school administration to infer that the student is in possession of contraband or illegal items and the matter will be referred to law enforcement as deemed necessary. Trained sniff screening dogs are allowed in the schools to prevent drugs and weapons at school. Routine checks by the dogs are not considered a search; however, an alert by the dog gives reasonable suspicion for a search. Dogs may not check students themselves to determine probable cause for a search. The use of trained dogs is a safety precaution to provide students with a safe school in which to learn.

Student Athletes

Dismissal/Quitting a Team

Any athlete or manager who is suspended from a team, voluntarily quits a team or is dismissed from a team for disciplinary reasons is not permitted to go out for another sport while the original sport is still in season. The season if officially over when the team plays the last game of the season. A season is defined as the first day of practice through the last play-off game.

Out of School Suspension

Students who are serving out of school suspensions are not allowed to participate in any athletic activities until they have returned to regular class attendance for one full school day. Students who are suspended for a total of 10 or more days (cumulative or single incident) in a school year will be subject to an administrative review to determine eligibility to participate in any extracurricular activities. The administrative review will encompass the incident or infraction, discipline, academic, and attendance history, and conference with the student and others involved. The principal may revoke the student's privilege of participating in non-academic school activities, including but not limited to, extracurricular activities and/or athletics.

Criminal Offenses

1. Criminal charges: After a hearing with the principal, a student charges with a criminal offense will be suspended from extracurricular or co-curricular activities by the school principal until the charge is adjudicated.
2. Adjudication Withheld: A student who has been suspended from extracurricular activities because of a criminal charge may be reinstated at the principal's discretion if adjudication is withheld.
3. Felony: A student's conviction in "adult" court or judgement of "delinquency" in a juvenile court for any act that would have been felonious in "adult" court will mandate loss of eligibility to participate in any student activity for the duration of the years enrolled in a Manatee County public high school from the time of conviction. After one calendar year following conviction, the student may request a review or his/her eligibility by the principal.
4. Misdemeanors: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for the following misdemeanors (assault or battery, possession of concealed weapons, lewdness or indecent exposure, theft, drug possession/sale) will mandate loss of

eligibility to participate in any student activity for six months from the time of conviction. After three calendar months following conviction, the student may request a review of his/her eligibility by the principal.

Drug, Alcohol and Tobacco Use

Student athletes are not permitted to use drugs, alcohol or ~~No use of~~ tobacco products. ~~For t~~The first offense will result in a one game suspension ~~will occur~~. The second offense will result in dismissal from the team. Students who violate the SDMC alcohol and drug policies are subject to penalties as outlines in the Student Code of Conduct in addition, the principal may revoke the student's privilege of participating in non-academic activities, including but not limited to, extracurricular activities and/or athletics.

Title IX

Title IX of the Education Amendments Act of 1972 is a federal law, enacted in 1972, which state: "No person in the United States shall, on the basis of sex, be excluded from participate in, be denied the benefits of, or be subjected to the discrimination under any education program or activity receiving Federal financial assistance."

The United State Department of Education requires school districts to follow a specific Title IX Grievance Process while investigating allegations of sexual misconduct. The Office of Civil Rights of the United State Department of Education considers sexual misconduct (including sexual harassment, sexual violence, sexual assault, and intimate partners violence) to be a form of sexual discrimination and requires the school districts to take immediate and effective steps to respond to sexual misconduct.

For a Title IX investigation to apply, the incident must have occurred in an education program or activity in which the district has substantial control over both the respondent and the context in which the incident occurred.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. Any School District of Manatee County employee conditions the provision of an aid, benefit, or service of the recipient on an individuals' participation in unwelcome sexual conduct.
2. Unwelcome conduct determined by a reasonable person to be so sever, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
3. "Sexual assault" as defined in 20 U.S.C 1092(f)(6)(A)(v), "Dating violence" as defined in 34 U.S.C. 12291(a)(10). "Domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

Responsibilities and Obligations

The School District of Manatee County takes its obligation to comply with Title IX very seriously. Inquiries concerning the application of Title IX, and the Grievance Procedures may be referred to the District's Title IX Coordinators:

Schools and Educational Facilities

Office of Student Services

2501 63rd Avenue East Bradenton,

FL 34203

(941) 751-6550

District & Employment

Human Resources

215 Manatee Avenue West Bradenton,

FL 34205

(941) 708-8770

Conduct on School Busses

The School Board believes all students as well as the bus driver should be able to ride safely on school buses. In addition to any bus-specific consequences, students may be disciplined for any action on the bus in the same manner as if the conduct had taken place on a school campus. Students are also subject to disciplinary action while at the bus stop, if behavior has a harmful effect on the health, safety or welfare of any member of the school community, and witnessed by the bus driver, bus attendant or other employee of the school district. Students should assume that they are being recorded any time they are riding the school bus.

Parent Responsibility (FL Admin Code R 6A-3.0121)

The district shall inform parents, guardians, and students at least annually, in writing, of their responsibilities and related district policies as follows:

1. To encourage the safe travel of their students during the portions of each trip to and from school and home when the students are not under the custody and control of the school district, including during each trip to and from home and the assigned bus stop when the school district provides bus transportation.
2. To ensure that students ride only in their assigned school buses and gets off only at assigned bus stops, except when the district has approved alternative buses or arrangements.
3. To ensure students are aware of and follow the district's adopted code of student conduct while the students are at school bus stops and to provide necessary supervision during times when the bus is not present.
4. To ensure that, when the physical disability of the student renders the student unable to get on and off the bus without assistance, the parent or guardian provides the necessary assistance to help the student get on and off at the bus stop, as required by district policy or the student's individual Educational Plan.

Parents are responsible for student behavior at the bus stop prior to the arrival of the bus in the morning and after the departure of the bus at the end of the day. If students violate school rules while

at the bus stop, the school can still discipline for behavior if it has a harmful effect of the health, safety, or welfare of any member of the school community. Students are to be at the bus stop ten (10) minutes prior to the scheduled pick-up time and~~Students are to be on time and~~ should stand off the roadway.

Damage to Bus

If a student causes any damage to the bus or another vehicle, the parent or guardian will be required to pay for the damage.

Waiting for the Bus

The bus should come to a complete stop before students' approach. To cross in front of the bus, the student should wait for the driver to signal or for the bus attendance to escort students across the street.

Items Not Allowed on a Bus

1. Any item prohibited elsewhere in the District Code of Student Conduct
2. Glass containers of any kind
3. Balls
4. Bats
5. Cologne/perfume
6. Cutting instruments of any kind
7. Any large or bulky item that interferes with proper seating of students (examples: large musical instruments or athletic equipment)
8. Any animal
9. Batons, drumsticks, tennis rackets (unless in proper carrying case)
10. Aerosol sprays may be possessed but use on busses or enclosed areas is expressly prohibited

Rules while on the Bus

The bus driver is in charge, and students must obey the driver at all times. Students must tell the bus driver their correct names when asked. The bus driver and school will keep a seating chart. Students must be on time; the bus cannot wait for students who are tardy. Student may only ride their assigned bus and can be disciplined if they do not follow all district and school rules in addition to the following rules:

1. Students must sit in their assigned seats
2. Students must always stay seated while the bus is in motion
3. Students must not place any part of their body outside the bus windows

~~4.~~ Students must not distract the driver with loud conversation or noises

~~5.~~4. Students must observe appropriate classroom conduct

~~6.~~5. Students must not eat or drink on the bus

~~7.~~6. Students must maintain absolute silence at railroad crossing

~~8.~~7. Students must not throw any items on the bus or out of the bus windows
~~9.~~8. Students must not mark, cut or damage any part of the bus ~~seats or the bus itself~~
~~10.~~9. Students may not display signs from the bus
~~11.~~10. Students may not use obscene language or gestures while on the bus
~~12.~~ Cell phones are to be turned off while on the bus.

Violation of Rules while on the Bus

A. Students who commit ~~minor~~ infractions will be addressed by the school bus driver. If the behavior is a repeated problem on the bus, the driver will give the school a written discipline referral detailing the incident. School administrators can take any action contained in this Code against you for misbehaving at the bus~~t~~ stop or on the bus stop (if the incident is witnessed by the bus driver) or on a bus.

B. Discipline on school buses will be dealt with according to the following protocols; however, severe infractions (for example, fighting, setting a fire on the bus) may result in ~~immediate~~ suspension or recommendation for expulsion. based on the recommendation of the principal or designee.

C. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school. Bus suspensions may not be extended beyond the number of days originally prescribed by the principal or designee.

D. Students can be removed from the school bus by the Superintendent or designee for up to one calendar year for misconduct or a violation of the bus rules on a s school bus or at a bus stop, based upon the recommendations of the principal and after the principal has suspended the student from riding the bus for 10 days for an incident. Before the Superintendent or designee removes the student from the bus, the student, parents or guardian will be informed in writing of the principal's recommendation and the basis for that recommendation. The Superintendent or designee will inform the parent or guardian in writing of any removals from the bus.

E. Students who transfer to a new school will be held responsible for any previous incident of bus misconduct from the previous school.

Elementary Bus Discipline Protocol

1st offense: Operator-student conference and parent contacted by Courtesy Notice prepared by the Operator. The student re-assigned to the front of the bus for one week and closely monitored.

2nd offense: Operator-student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for two weeks and closely monitored.

3rd offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, the student assigned to the front of the bus for one week and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to the bus, the student is assigned to the front of the bus for two weeks and closely monitored.

5th offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to the bus, the student is assigned to the front of the bus for two weeks and closely monitored.

6th offense: Referral submitted, with recommended bus suspension up to 10 days. A letter from school to parent stating next referral may result in a recommendation for removal from the bus for the remainder of the year.

Secondary Bus Discipline Protocol

1st offense: Operator-student conference and parent contacted by Courtesy Notice prepared by the Operator. The student re-assigned to the front of the bus for one week and closely monitored.

2nd offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, the student assigned to the front of the bus for two weeks and closely monitored.

3rd offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to the bus, the student is assigned to the front of the bus for two weeks and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to the bus, the student is assigned to the front of the bus for two weeks and closely monitored.

5th offense: Referral submitted, with recommended bus suspension up to 10 days. A letter from school to parent stating next referral may result in a recommendation for removal from the bus for the remainder of the year.

~~Section 5: Discipline Matrices~~

The discipline matrix is a tool that helps ensure a consistent and progressive response to discipline across all SDMC schools. ~~The below incident codes and corresponding types of offenses represent the different types of infraction for in our FOCUS student information system. Larger infraction heading encompass the full range of student misconduct and include more specific behaviors.~~

~~Once the type of offense is located on the left-hand side of the matrix, simply follow that row to the right to see which consequences and actions are considered appropriate for the number of times that specific offense has been repeated. Use the key below for proper identification of the specific types of administrative action found on the matrix.~~ The term SESIR is found throughout the discipline matrix and is an acronym for School Environmental Safety Incident Reporting. These discipline incidents are defined by the state and reported to the Florida Department of Education on a monthly basis.

A school principal or designee may assign ~~develop~~ additional consequences for ~~particular behavior~~ Incidents as long as these consequences do not violate school board policy or state statutes. ~~The following behavior and/or consequences framework were developed in accordance with SESIR report requirements.~~ It is expected that parent contact is made any time an office referral is processed.

Action Code	Administrative Action Type	Action Code	Administrative Action Code
~~ASD~~	~~After School Detention~~	DET	Detention
P	Alternative Placement Referral	S	Other SESIR Defined
~~AOS~~	~~Alternative to OSS~~	O	Out-of-School Suspension
AWD	Assign Work Detail	PCN	Parent Conference
~~BSD~~	~~Before School Detention~~	PCT~~PH~~	Parent(s) Contacted~~Phoned~~ (add parent contact footnote)
~~BCM~~	~~Behavior Contract Made~~	~~PRW~~	~~Parent(s) Written~~
~~CUP~~	~~Clean Up-Vandalism~~	PMD	Peer Mediation
~~CMS~~	~~Community Service~~	RGU~~REC~~	Referred to counselor/school social worker
CFS	Confiscation	RLW	Referred to Law Enforcement
CFR	Conflict Resolution	RTI	Response to Intervention (MTSS)
CAW	Counseled and Warned	RES	Restitution
DIS	Other District Defined (such as contracts, intervention course)	SPH	Suspension, pending hearing
~~EXS~~	~~Extra School~~ (add detention)	~~ISC~~	~~Suspension, parent conference~~
FIN	Fine Charged	~~OSC~~	~~Suspension, parent conference~~
I	In-School Suspension	SBS	Suspended from Bus
LOA	Letter of Apology	TMO	Time Out
LPP	Loss of Parking Privileges	Zero	Student receives no grade for work
LOP	Loss of Privileges	C	Corporal Punishment
E	Expelled, Without Continuing Educational Services	F	Expelled, With Continuing Educational Services
N	No Discipline	S	Other SESIR Defined
U	Change of Placement		

SDMC Elementary Grades PK-2

Code	Offense Type	1st Action	2nd Action	3rd Action	4th Action	Subsequent Actions
Level 1 Offenses						
~~**AT**~~	~~Attendance Violation~~					
CH	Cheating	LOP, ZERO	LOP, PWR,Zero	LOP, PCN, PWR, RGU, 1 Day ISS	DET, LOP, PCN, RTI, TMO ,Zero	LOP, PCN, Zero, 1 day ISS
DB	Disruptive Behavior	CAW	CAW, LOP, TMO	LOP, PCN,RGU,1 Day ISS, TMO	LOP, DET, PCN,1 Day ISS, RTI	LOP, PCN,1 Day ISS, RTI
DC	Dress Code Violation	No Referral- Work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect towards	CAW, LOA	CFR, LOA, LOP,PWR, RGU,TMO	CFR, LOA, LOP, PWR, RGU	CFR, DET, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
FS	Failure to Serve Consequence	CAW	PWR, LOP	LOP, PCN	DET, LOP, RCN, RTI	LOP, PCN, RTI, 1 Day ISS
HP	Horseplay	CAW	CAW, LOP	LOP,PWR,RGU,TMO	DET,LOP,~~PCN~~,RTI, TMO	LOP, PCN, RTI, 1 Day ISS
ID	ID Infraction	No referral- Parents must pay for lost or replacement badges				
IN	Inappropriate Behavior	CAW	LOP	LOP,PWR,RGU,TMO	DET, LOP, RCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
MV	Medication Policy Violation	CAW	LOP, ~~PWR,~~ PCN	LOP, PCN	DET, LOP, PCN, ~~RTI~~	LOP, PCN, RTI, 1 Day ISS
OA	Out of Area	No referral- Work with parents to resolve issues				
PO	Profanity	CAW	CAW, LOP	LOP,PWR,RGU,TMO	DET,LOP,~~PCN~~,RTI, TMO	LOP, PCN, RTI, 1 Day ISS
SK	Skipping	No referral- Work with parents to resolve issues				
TA	Tardies, Habitual	No referral- Work with parents to resolve issues				
TE	Technology Violation	CAW	PWR, LOP	LOP, PCN	DET,LOP,~~PCN~~,~~RTI~~, TMO	LOP, PCN, RTI, 1 Day ISS
Level 2 Offenses						
	Aggression -Non Physical	CAW, CFR, LOA, PMD	CFR, LOA, LOP,PWR, RGU, TMO	LOP, PCN, RGU, RTI 1 Day ISS	LOP, PCN, RTI, 1-2 Days ISS	1 Day OSS, LOP, PCN, ALT
AO	Aggression Towards an Object	CAW, CFR, LOA, PMD	CFR, LOA, LOP,PWR, RGU, TMO	LOP, PCN, RGU, RTI 1 Day ISS	LOP, PCN, RTI, 1-2 Days ISS	1 Day OSS, LOP, PCN, ALT

~~**CH**~~	~~Cheating~~	Moved to Level 1				
CO	Contraband	CAW CFR, LOP	CFR,LOP,PWR, RGU, TMO	CFR,LOP,PCN, RGU, TMO	CFR,LOP,PCN, RTI, 1 Day OSS	ALT, CFR,LOP,PCN, RTI, 1 Day OSS
DF	Defiance	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	SCA, LOP,PCN,RGU,RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, CFS, PCN, RTI, 2 Days ISS
DA	Disrespect towards Staff of Authority	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	SCA, LOP,PCN,RGU,RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
~~**EC**~~	~~Electronic Cigarette Possession~~	Removed				
~~**EN**~~	~~Endangerment~~	Moved to Level 3				
IN	Inappropriate Behavior	CAW, LOP, TMO	LOP, PWR, RGU, TMO	SCA, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, 2 Days ISS
LC	Leaving Campus Without Authorization	CAW, LOP	LOP, PCN, RTI, TMO	LOP, PCN, RTI, TMO 1 Day ISS	DIS, LOP, PCN, RTI, 1 Days ISS	ALT, LOP, PCN, RTI, 2 Days ISS
LY	Lying to Staff or Authority	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	SCA, LOP,PCN,RGU,RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, CFS, PCN, RTI, 2 Days ISS
~~**TBC**~~	~~SESIR Tobacco Possession or Use~~	Moved to Level 3				
TF	Theft/Larceny (Under $750)	CAW, LOA, LOP, RES	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RLW, RTI, TMO	DIS, LOP, PCN,RES,RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, 2Days ISS
VN	Vandalism (Under $1,000)	CAW, LOA,LOP	LOA, LOP,PWR, RES RLW, RGU, TMO	LOP, PCN, RES, RLW, RTI, TMO	DIS, DET, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN,RES, RLW,2 Days ISS
Level 3 Offenses						
AG	Aggression Physical Towards Person	CAW, CFR. LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	SCA, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI 1Day OSS	ALT, LOP, PCN, 1-2 Days OSS

ALC *	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RWL, 3-5 Days OSS (Use SAFE)	ALT(automatic) LOP, PCN, RLW, 3-5 Days OSS, Contact DCF			
BUL *	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, DET, LOP, RGU, 1-2 Days OSS	SCA, DIS, DET, LOP, PCN, RTI, 1-3 Days OSS	ALT, SCA, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4Days OSS
CS	Contraband Sale	CAW,CFS,LOP,PWR	CFS, LOP, PCN, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	, CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
~~**DV**~~	~~Dating Violence or Abuse~~					
DRU	SESIR Drug Possession or Use	5-10 Days OSS, (Use SAFE) PCN, RLW	5-10 Days OSS, ALT (automatic) RLW			
EN	Endangerment	CAW, LOA, LOP, TMO	DET, LOP, PWR, RGU, 1 Day ISS	SCA, DET, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
FT	Fighting, Non-SESIR	CAW,CFS,LOA,PWR	CFS,LOA, LOP, PWR, RGU, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS	
~~**GN**~~	~~Gang-Related Activity~~					
HAR *	SESIR Harassment	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, DET, LOP, RGU, 1 Day OSS	SCA, DIS, DET, LOP, PCN, RTI, 1-2 Days OSS	ALT, SCA, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4Days OSS
HAZ *	SESIR Hazing	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, DET, LOP, RGU, 1 Day OSS	SCA, DIS, DET, LOP, PCN, RTI, 1-2 Days OSS	ALT, SCA, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4Days OSS
OS	Other Serious	LOP, PWR, TMO	LOP, PWR, RGU, 1 Day ISS	SCA, LOP, PCN, RGU, RTI, 1-2 Days SS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
SR	Search Refusal	5-10 Days OSS,PCN, RLW	5-10 Days OSS, ALT (automatic) RLW			
STL	SESIR Theft/Larceny	DET, LOA, LOP, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	SCA, LOP, PCN, RES, RGU, RLW, RTI, 1-2 Days OSS	SCA, LOP, PCN, RES, RLW, RTI, 1-3 Days OSS	DIS, LOP, PCN, RES, RTI, RLW, 1-4 Days OSS	ALT, LOP, PCN, 2-5 Days OSS
~~**SX**~~	~~Sexting~~					

SXH *	SESIR Sexual Harassment	CFR, LOA, LOP, PWR, RGU, RLW, 1 Day ISS, 1 Day OSS	CFR, LOP, PCN, RLW, RTI, 1 Day OSS, Contact DCF	SCA, CFR, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	CFR, DIS, LOP, PCN, RLW, 1-3 Days OSS	ALT, LOP, PCN, 2-4 Days OSS
SXO	SESIR Sexual Other	CFR, LOA, LOP, PWR, RGU,RLW, 1 Day ISS, 1 Day OSS	SCA, CFR, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT(automatic) LOP, PCN, RLW, 2-4 Days OSS, Contact DCF		
TBC	SESIR Tobacco Possession or Use	CFS, PWR, RLW, TMO, 1 Day ISS	DET, LOP, PCN, RTI, TMO, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, CFS, PCN, RLW, Contact DCF	
TRS	SESIR Trespassing	LOP, PWR, RLW, 1 Day ISS	LOP, PCN, RLW, 1 Day OSS	SCA, LOP, PCN, RLW, RTI, 1-2 Days OSS	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS	ALT, LOP, RLW, 2-4 Days OSS,
VAN	SESIR Vandalism	CUP, LOA, DET, LOP, PCN, PWR, RES, RLW, 1 day ISS, 1 Day OSS	CUP, DET, LOP, PCN, RES, RGU,RLW, 1-2 Days ISS	SCA, CUP, DET, LOP, PCN, RES, RLW, RTI, 1-2 Days OSS	CUP, DIS, DET, LOP, PCN, RES, RTI, RLW, 1-3 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 2-4 Days OSS
Level 4 Offenses						
ARS	SESIR Arson (Conduct Threat Assessment)	ALT, PCN, LOP, RLW, 2-4 Days OSS	ALT, PCN, RLW, 4-6 Days OSS			
BAT *	SESIR Aggravated Battery	ALT, CFR,LOP,PCN,RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS		
BRK	SESIR Burglary	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS			
DOC *	SESIR Disruption on Campus-Major	ALT, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days	ALT, PCN, RLW, 5-10 Days OSS		
DRD *	SESIR Drug Sale/Distribution	ALT, PCN, RLW, 5-10 days OSS, (Automatic)				
FA	False Accusations	LOP, PCN, PWR, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	ALT, PCN,1-2 Days OSS		

FIT *	SESIR Fighting	CFR, LOP, PCN, 1-3 Days OSS	CFR, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, PCN, 5-10 Days OSS		
OMC	SESIR Other Major-Unclassified	CFS, LOP, PCN, 1-3 Days OSS	ALT, CFS, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, CFS, PCN, 5-10 Days OSS		
PHA *	SESIR Simple Battery (Physical Attack)	CFR, LOP, PCN, 2-4 Days OSS	ALT, CFS, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 days OSS		
ROB *	SESIR Robbery	ATL, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 Days OSS			
SXA	SESIR Sexual Assault (Conduct Threat Assessment)	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	ALT, RLW, 5-10 Days OSS, Contact DCF			
SXB	SESIR Sexual Battery (Conduct Threat Assessment)	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF				
TRE	SESIR Threat/Intimidation (Conduct Threat Assessment)	CFR, LOP, PWR, PCN, RLW, RTI, 1-3 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 days OSS		
WC	Weapon Like Contraband (Conduct Threat Assessment)	CAW, CFR, LOP, PWR, RGU, RLW	CFR, DIS, LOP, PCN,RGU, RLW, RTI, 1 Day ISS	ALT, CFS, DIS, PCN,RTI, 1-2 Days OSS		
WPO	SESIR Weapons Possession (Conduct Threat Assessment)	ALT, CFS, PCN, 5-10 days OSS				

***- Consider Threat Assessment**

Underline = Complete Bully Packet

In addition to consequences outlined in the matrix, the school principal may recommend to the Superintendent the expulsion of any student who has committed a serious breach of conduct including, but not limited to:

(a) willful disobedience;
(b) open defiance of authority of a School Board employee;
(c) violence against persons or property;
(d) giving or selling intoxicating beverages, controlled substances, drugs, or counterfeit drugs to any person on school grounds or at any school-sponsored activity;
(e) threatening or using a weapon against any person; and/or
(f) any felonious act; conviction of a felony; or such other acts

SDMC Elementary Grades 3-5

Code	Offense Type	1st Action	2nd Action	3rd Action	4th Action	Subsequent Actions
Level 1 Offenses						
~~**AT**~~	~~Attendance Violation~~	~~CAW, LOP~~	~~LOP TMO~~			
CH	Cheating	CAW,TMO	Zero. DET	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
DB	Disruptive Behavior	CAW, TMO	LOP, ~~PWR~~, RGU, RTI, 1-Days ISS	LOP, PCN,RGU,1-2 Days ISS, RTI	LOP, DET, PCN, 1-2 Days OSS, RTI	LOP, PCN,1-2 Days OSS, RTI
DC	Dress Code Violation	No Referral- Work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect towards	CAW, LOA	CFR, LOA, LOP,PMD,TMO	CFR, LOP, PMD, ~~PWR,~~ RGU,TMO, 1 Day ISS, RTI	CFR, LOP, PMD,RGU,~~LDT~~, DET, 1-2 Days ISS, ~~RTI~~	DIS, LOP, PCN, RTI, 1-2 Days OSS
FS	Failure to Serve Consequence	CAW	DET, LOP	DET, LOP, PCN, 1 Day ISS	DET, PCN, RTI, 1-2 Days ISS	DET, PCN, RTI, 2-3 Days ISS
HP	Horseplay	CAW	CAW, LOP, RGU,TMO	DET,LOP,~~PWR~~,RGU,~~RTI~~,TMO	DET,LOP,~~PCN~~,~~RTI~~,1 Day ISS	DET,LOP,PCN,RTI, 1-2 Days ISS
ID	ID Infraction	No referral- Parents must pay for lost or replacement badges				
IN	Inappropriate Behavior	CAW, ~~PWR~~	DET ,LOP, TMO	DET ,LOP, ~~PWR~~ RGU,RTI, 1 Day ISS	DET ,LOP, PCN, 1-2 Days ISS	DET ,LOP, PCN, 1 Day OSS

MV	Medication Policy Violation	CAW, ~~PWR~~	LOP, ~~PWR,~~ PCN	DET, LOP, PCN, RTI	DET, LOP, PCN, RTI 1 Day ISS	DET, LOP, PCN, RTI 1-2 Days ISS
OA	Out of Area	DET	DET	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, SCA	2-3 Days ISS, SCA, LOP, PCN
PO	Profanity	DET	DET	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, SCA	2-3 Days ISS, SCA, LOP, PCN
SK	Skipping	DET	DET	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, SCA	2-3 Days ISS, SCA, LOP, PCN
TA	Tardies, Habitual					
TE	Technology Violation	CAW,CFS	LOP ~~PWR~~, CFS, TMO	DET, CFS, LOP, PCN TMO, RTI	DET, CFS, LOP, PCN 1 Day ISS, RTI	DET, CFS, LOP, PCN 1-2 Days ISS, RTI
			Level 2 Offenses			
	Aggression - Non Physical	CAW, CFR, LOA, PMD, TMO	CFR, DET, LOA, LOP, PMD,PWR, RGU, 1 Day ISS	DET, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP,PCN,RTI, 1 Day OSS	ALT, PCN, 1-2 Days OSS
AO	Aggression Towards and Object	CAW, CFR, LOA, PMD, TMO	CFR, DET, LOA, LOP, PMD,PWR, RGU, 1 Day ISS	DET, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP,PCN,RTI, 1 Day OSS	ALT, PCN, 1-2 Days OSS
~~**CH**~~	~~Cheating~~	Moved to Level 1				
CO	Contraband	CAW CFR, LOA, TMO	CFR,LOP,PCN, RGU, 1 Day ISS	CFS,DET, LOP, PCN, RTI, 1-2 Days ISS	CFS, DIS, DET, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, LOP, PCN, 1-2 Days OSS
DF	Defiance	CAW, LOA, LOP, TMO	DET, LOA, LOP, PWR, RGU, 1Day ISS	BCM, DET, LOP,PCN,RGU,RTI,1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
DA	Disrespect towards Staff of Authority	CAW, LOA, LOP, TMO	DET, LOA, LOP, ~~PWR~~, RGU, 1Day ISS	BCM, DET, LOP,PCN,RGU,RTI,1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS

~~EC~~	~~Electronic Cigarette Possession~~	Removed				
~~EN~~	~~Endangerment~~	Moved to Level 3				
IN	Inappropriate Behavior	CAW, LOP, 1 Day ISS	DET, LOP, ~~PWR,~~ RGU, TMO, 1-2 Days ISS	~~BCM~~, DET, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN 1-3 Days OSS
LC	Leaving Campus Without Authorization	CAW, DET, LOP, TMO	DET, LOP, PCN, RTI, TMI 1 Day ISS	DET, LOP, PCN, RTI, TMO 1-2 Days ISS	DIS, DET, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, PCN, 1 DAY OSS
LY	Lying to Staff or Authority	CAW, LOA, LOP, TMO	DET, LOA, LOP, ~~PWR~~, RGU, 1Day ISS	~~BCM~~, DET, LOP,PCN,RGU,RTI,1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
~~TBC~~	~~SESIR Tobacco Possession or Use~~	Moved to Level 3				
TF	Theft/Larceny (Under $750)	CAW, LOA, LOP, RES RLW, TMO	DET, LOA, LOP, ~~PWR~~, RES, RGU, RLW, 1 Day ISS	DET, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, DET, LOP, PCN,RES,RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, LOA, CUP, LOP, RES RLW, TMO	CAW, LOA, CUP, LOP, RES RLW, RGU, 1 Day ISS	CUP, Det, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, DET, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN,RES, RLW, 1-3 Days OSS
Level 3 Offenses						
AG	Aggression Physical	CAW, CFR. LOA, LOP, PMD, 1 Day ISS, 1 Day OSS	CFR, DET, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS, 1-2 Days OSS	DET. LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS	DIS, LOP, PCN, RTI 1-4 Days OSS	ALT, LOP, PCN, 2-5 Days OSS
ALC *	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RWL, 3-5 Days OSS (Use SAFE)	ALT(automatic) LOP, PCN, RLW, 3-5 Days OSS, Contact DCF			

BUL*	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, DET, LOP, RGU, 1-2 Days OSS	SCA, DIS, DET, LOP, PCN, RTI, 1-3 Days OSS	ALT, SCA, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4Days OSS
CS	Contraband Sale	CFS, LOP, PWR, 1-2 Days ISS, 1 Day OSS	CFS, LOP, PCN, RTI, 1 Day OSS	SCA, CFS, LOP, PCN, RTI, 1-2 Days OSS	ALT, SCA, CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
~~**DV**~~	~~Dating Violence or Abuse~~					
DRU	SESIE Drug Possession or Use	5-10 Days OSS, (Use SAFE) PCN, RLW	5-10 Days OSS, ALT (automatic) RLW			
EN	Endangerment	CAW, LOA, LOP, TMO	DET, LOP, PWR, RGU, 1 Day ISS	SCA, DET, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
FT	Fighting, Non-SESIR	CFR, DET, LOA, LOP, PMD, 1-2 Days ISS, 1 Day OSS	CFR, DET, LOA, LOP, PMD, PWR, RGU, 1-2 Days OSS	DIS, DET, LOP, PCN, RTI, 1-3 Days OSS	ALT, DIS, LOP, PCN, RTI, 1-4 Days OSS	
~~**GN**~~	~~Gang-Related Activity~~					
HAR*	SESIR Harassment	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, DET, LOP, RGU, 1 Day OSS	SCA, DIS, DET, LOP, PCN, RTI, 1-2 Days OSS	ALT, SCA, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4Days OSS
HAZ*	SESIR Hazing	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, DET, LOP, RGU, 1 Day OSS	SCA, DIS, DET, LOP, PCN, RTI, 1-2 Days OSS	ALT, SCA, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4Days OSS
OS	Other Serious	DET, LOP, PWR, 1-2 Days ISS, 1 Day OSS	DET, LOP, PWR, RGU, 1-2 Day OSS	SCA, DIS, LOP, PCN, RTI, 1-3 Days OSS	SCA, DIS, LOP, PCN, 2-3 Days OSS	ALT, LOP, PCN, 2-4 Days OSS
SR	Search Refusal	5-10 Days OSS,PCN, RLW	5-10 Days OSS, ALT (automatic) RLW			
STL	SESIR Theft/Larceny	DET, LOA, LOP, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	SCA, LOP, PCN, RES, RGU, RLW, RTI, 1-2 Days OSS	SCA, LOP, PCN, RES, RLW, RTI, 1-3 Days OSS	DIS, LOP, PCN, RES, RTI, RLW, 1-4 Days OSS	ALT, LOP, PCN, 2-5 Days OSS
~~**SX**~~	~~Sexting~~					

SXH *	SESIR Sexual Harassment	CFR, LOA, LOP, PWR, RGU, RLW, 1 Day ISS, 1 Day OSS	CFR, LOP, PCN, RLW, RTI, 1 Day OSS, Contact DCF	SCA, CFR, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	CFR, DIS, LOP, PCN, RLW, 1-3 Days OSS	ALT, LOP, PCN, 2-4 Days OSS
SXO	SESIR Sexual Other	CFR, LOA, LOP, PWR, RGU,RLW, 1 Day ISS, 1 Day OSS	SCA, CFR, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT(automatic) LOP, PCN, RLW, 2-4 Days OSS, Contact DCF		
TBC	SESIR Tobacco Possession or Use	CFS, PWR, RLW, TMO, 1 Day ISS	DET, LOP, PCN, RTI, TMO, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, CFS, PCN, RLW, Contact DCF	
TRS	SESIR Trespassing	LOP, PWR, RLW, 1 Day ISS	LOP, PCN, RLW, 1 Day OSS	SCA, LOP, PCN, RLW, RTI, 1-2 Days OSS	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS	ALT, LOP, RLW, 2-4 Days OSS,
VAN	SESIR Vandalism	CUP, LOA, DET, LOP, PCN, PWR, RES, RLW, 1 day ISS, 1 Day OSS	CUP, DET, LOP, PCN, RES, RGU,RLW, 1-2 Days ISS	SCA, CUP, DET, LOP, PCN, RES, RLW, RTI, 1-2 Days OSS	CUP, DIS, DET, LOP, PCN, RES, RTI, RLW, 1-3 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 2-4 Days OSS
Level 4 Offenses						
ARS	SESIR Arson (Conduct Threat Assessment)	ALT, PCN, LOP, RLW, 2-4 Days OSS	ALT, PCN, RLW, 4-6 Days OSS			
BAT *	SESIR Aggravated Battery	ALT, CFR,LOP,PCN,RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS		
BRK	SESIR Burglary	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS			
DOC *	SESIR Disruption on Campus-Major	ALT, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days	ALT, PCN, RLW, 5-10 Days OSS		
DRD *	SESIR Drug Sale/Distribution	ALT, PCN, RLW, 5-10 days OSS, (Automatic)				

FA	False Accusations	ALT, LOA, LOP, PCN, 2-4 Days OSS	ALT, DIS, LOA, LOP, PCN, RTI, 4-6 Days OSS	ALT, PCN, 5-10 Days OSS		
FIT *	SESIR Fighting	CFR, LOP, PCN, 1-3 Days OSS	CFR, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, PCN, 5-10 Days OSS		
OA	Off Campus Arrest/Charge	10 Days OSS, H, ALT				
OMC	SESIR Other Major-Unclassified	CFS, LOP, PCN, 1-3 Days OSS	ALT, CFS, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, CFS, PCN, 5-10 Days OSS		
PHA *	SESIR Simple Battery (Physical Attack)	CFR, LOP, PCN, 2-4 Days OSS	ALT, CFS, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 days OSS		
ROB *	SESIR Robbery	ATL, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 Days OSS			
SXA	SESIR Sexual Assault (Conduct Threat Assessment)	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	ALT, RLW, 5-10 Days OSS, Contact DCF			
SXB	SESIR Sexual Battery (Conduct Threat Assessment)	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF				
TRE	SESIR Threat/Intimidation (Conduct Threat Assessment)	CFR, LOP, PWR, PCN, RLW, RTI, 1-3 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 days OSS		
WC	Weapon Like Contraband (Conduct Threat Assessment)	CFR, LOP, PWR, PCN, RGU, RLW, 1-3 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, CFS, PCN, LOP, 5-10 Days OSS		

WPO	SESIR Weapons Possession (Conduct Threat Assessment)	ALT, CFS, PCN, 5-10 days OSS				

***- Consider Threat Assessment**

Underline = Complete Bully Packet

In addition to consequences outlined in the matrix, the school principal may recommend to the Superintendent the expulsion of any student who has committed a serious breach of conduct including, but not limited to:

(a) willful disobedience;
(b) open defiance of authority of a School Board employee;
(c) violence against persons or property;
(d) giving or selling intoxicating beverages, controlled substances, drugs, or counterfeit drugs to any person on school grounds or at any school-sponsored activity;
(e) threatening or using a weapon against any person; and/or
(f) any felonious act; conviction of a felony; or such other acts

SDMC Middle School Matrix Grades 6-8

Code	Offense Type	1st Action	2nd Action	3rd Action	4th Action	Subsequent Actions
Level 1 Offenses						
~~**AT**~~	~~Attendance Violation~~	~~Detention~~	~~Detention~~	~~Detention 1 Day ISS, TMO, RTI~~	~~AWD, 1-2 Days ISS, LOP, BCM,~~	~~2-3 Days ISS, BCM, LOP, PCN~~
CH	Cheating	Zero. DET	Zero. DET	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
DB	Disruptive Behavior	DET,1 Day ISS, TMO, LOP, BCM, RTI	DET, 1-2 Day ISS, TMO, LOP, BCM, RTI	1 Day ISS, TMO, LOP, SCA, RTI 2-3 Day ISS, 1-3 Days OSS, TMO, LOP, BCM, RTI	~~DET, 1-2 Day ISS, TMO, LOP, BCM, RTI~~	~~2-3 Day ISS, 1-3 Days OSS, TMO, LOP, BCM, RTI~~
DC	Dress Code Violation	CAW	LOP (5 days), PCN	DET, ~~RTI~~	LOP (30 Days) RTI	1 day ISS, LOP, PCN

DO	Disrespect towards	DET	~~EXS~~, 1Day ISS, TMO, LOA, RTI	1-2 Days ISS, TMO, LOP, PWR, RTI	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	DET ,1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	DET	DET 1-3 days ISS, TMO, RTI	1-3 days ISS, TMO, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, SCA, LOP, PCN, RTI
ID	ID Infraction	CAW	DET	1 Day ISS, TMO	1-2 Days ISS, LOP	2-3 Days ISS, LOP, PCN
IN	Inappropriate Behavior	DET	DET ,1 Day ISS, or AWD	1 Day ISS, TMO, AWD, LOP~~, RTI~~	1-2 Days ISS, 1 Day PSS. LOP, SCA, RTI	2-3 Days ISS, 1 day OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	DET	DET	1-2 Days ISS, PCN	1-2 Days OSS, LOP, SCA
OA	Out of Area	DET	DET	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, BCM	2-3 Days ISS, ~~BCM~~, LOP, PCN
PO	Profanity	DET	DET	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, SCA	2-3 Days ISS, SCA, LOP, PCN
SK	Skipping	DET	DET	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, SCA	2-3 Days ISS, SCA, LOP, PCN
TA	Tardies, Habitual	CAW	2 DET	DET, LOP, TMO, RTI	DET, LOP, RTI	DET, LOP, PCN
TE	Technology Violation	CAW	DET, CFS	DET, CFS, TMO,-RTI	1-3 Days ISS, TMO, CFS, LOP, PCN	1-2 Days OSS, ~~EXS,~~ CFS, LOP, PCN
Level 2 Offenses						
	Aggression -Non Physical	1-2 days ISS, TMO	2-3 days ISS, TMO, LOP, 1 day OSS	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS~~,~~-RTI, LOP, PCN	4-5 Days OSS, LOP,-RTI
AO	Aggression Towards Object	1-2 days ISS, TMO	2-3 days ISS, TMO, LOP, 1 day OSS	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS~~,~~-RTI, LOP, PCN	4-5 Days OSS, LOP,-RTI

~~**CH**~~	~~Cheating~~	Moved to Level 1				
CO	Contraband	1-2 Days ISS, 1 Day OSS, CFS	2-3 Days ISS, 1-2 Days OSS, CFS, LOP	2-3 Days OSS, CFS, LOP, SCA, RTI	3-4 Days OSS, CFS, LOP, PCN, RTI	4-5 Days OSS, CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS, RTI, LOP, PCN	3-5 Days OSS, LOP, DIS, ALT
DA	Disrespect towards Staff of Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	2-3 Days OSS, RTI, LOP, PCN	3-4 Days OSS, LOP, DIS , ALT	4-5 Days OSS, LOP, ALT
~~**EC**~~	~~Electronic Cigarette Possession~~	Removed				
~~**EN**~~	~~Endangerment~~	Moved to Level 3				
IN	Inappropriate Behavior	DET (If appropriate) 1-2 Days ISS, TMO 1 Day OSS	2-3 Days ISS, 1-2 Days OSS LOP, PCN	2-3 Days OSS, LOP, SCA, RTI	3-4 Days OSS, LOP, SCA, RTI	4-5 Days OSS, LOP, PCN, RTI
LC	Leaving Campus Without Authorization	DET, 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, 1 Day OSS TMO, DET, LOP	1-2 Days OSS, LOP, RTI	2-3 Days OSS, LOP, DIS , PCN, RTI	2-3 Days OSS, LOP, ALT
LY	Lying to Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	2-3 Days OSS, RTI, LOP, PCN	3-4 Days OSS, LOP, DIS , ALT	4-5 Days OSS, LOP, ALT
~~**TBC**~~	~~SESIR Tobacco Possession or Use~~	Moved to Level 3				
TF	Theft/Larceny (Under $750)	1-2 Days ISS, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RWL, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, PCN, RTI, SCA	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, AWD, RES	1-2 Days ISS, AWD, RES	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, AWD	4-5 Days OSS, RLW, CMS RES, LOP, ALT

					LOP, PCN, DIS	
Level 3 Offenses						
AG	Aggression Physical	1-3 Days ISS, 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, ~~BCM~~	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
ALC *	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS, (Use SAFE) PCN, RLW	5-10 Days OSS, ALT (automatic) RLW			
BUL *	SESIR Bullying	1-3 Days OSS, LOP	3-4 Days OSS. LOP, SCA, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI~~,~~ RLW, ALT	5-6 Days OSS LOP, RLW, ALT	
CS	Contraband Sale	1-3 Days OSS, LOP , CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Day OSS, CFS, RLW, LOP, ALT~~,~~ RTI	
~~**DV**~~	~~Dating Violence or Abuse~~					
DRU	SESIRE Drug Possession or Use	5-10 Days OSS, (Use SAFE) PCN, RLW, SCA	5-10 Days OSS, ALT (automatic) RLW			
EN	Endangerment	1-2 Days ISS, 1 Day OSS, LOP	1-2 Days OSS, LOP,	2-3 Days OSS, LOP, SCA, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
FT	Fighting, Non-SESIR	1-5 Days OSS, CFR	5-10 Days OSS, CFR, SCA, DIS, PCN	5-10 Days OSS, ALT (Automatic)		
~~**GN**~~	~~Gang-Related Activity~~					
HAR *	SESIR Harassment	1-2 Days OSS, LOP	2-4 Days OSS. LOP. SCA	4-5 Days OSS, LOP, DIS, PCN, RTI~~,~~ RLW, ALT	5-6 Days OSS LOP, RLW, ALT	
HAZ *	SESIR Hazing	1-2 Days OSS, LOP	2-4 Days OSS. LOP. PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS LOP, ALT	
OS	Other Serious	1-3 Days OSS, LOP	3-5 Days OSS, LOP, SCA, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT	
SR	Search Refusal	5-10 Days OSS,PCN, RLW	5-10 Days OSS, ALT (automatic) RLW			

STL	SESIR Theft/Larceny	1-3 Days OSS, RWL, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days, RLW, RES,LOP,PCN,RTI	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	
~~**SX**~~	~~Sexting~~					
SXH *	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT		
SXO	SESIR Sexual Other	1-5 Days OSS, DIS, RLW,ALT	5-10 Days OSS, RLW, PCN, ALT			
TBC	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO,CFS, RIN, RLW	1-2 Days OSS, CFS, DIS, FIN,RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 days OSS, RES, RLW, ALT		
Level 4 Offenses						
ARS	SESIR Arson (Conduct Threat Assessment)	3-10 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT			
BAT *	SESIR Aggravated Battery	3-5 Days OSS, RLW, ALT (Automatic)	5-10 days OSS, RLW, PCN, DIS, ALT	5-10 days OSS, RLW, ALT		
BRK	SESIR Burglary	2-4 Days OSS, CFR, LOP, PCN, RLW, ALT	4-6 Days OSS, CFR, LOP, PCN, RLW, ALT			
DOC *	SESIR Disruption on Campus-Major	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT		
DRD *	SESIR Drug Sale/Distribution	5-10 days OSS, RLW, ALT (Automatic)				
FA	False Accusations	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT			
FIT *	SESIR Fighting	3-7 Days OSS, (3-7), CFR, SCA	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT		

OA	Off Campus Arrest/Charge	10 Days OSS, H, ALT				
OMC	SESIR Other Major-Unclassified	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT			
PHA *	SESIR Simple Battery (Physical Attack)	3-5 Days (3-5) OSS, RLW, ALT	5-10 Days OSS,RLW, PCN, DIS, ALT	5-10 days OSS, RLW, ALT		
ROB *	SESIR Robbery	5-10 days OSS, RLW, ALT	5-10 days OSS, RLW, ALT			
SXA	SESIR Sexual Assault (Conduct Threat Assessment)	5-10 days OSS, RLW, ALT	5-10 days OSS, RLW, ALT			
SXB	SESIR Sexual Battery (Conduct Threat Assessment)	5-10 days OSS, RLW, ALT				
TRE	SESIR Threat/Intimidation (Conduct Threat Assessment)	3-7 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT	5-10 days OSS, RLW, ALT		
WC	Weapon Like Contraband (Conduct Threat Assessment)	3-10 Days OSS, RLW, DIS, ALT	5-10 Days OSS, RLW, DIS, ALT			
WPO	SESIR Weapons Possession (Conduct Threat Assessment)	5-10 days OSS, RLW, ALT				

***- Consider Threat Assessment**

Underline = Complete Bully Packet

In addition to consequences outlined in the matrix, the school principal may recommend to the Superintendent the expulsion of any student who has committed a serious breach of conduct including, but not limited to:

(a) willful disobedience;
(b) open defiance of authority of a School Board employee;
(c) violence against persons or property;
(d) giving or selling intoxicating beverages, controlled substances, drugs, or counterfeit drugs to any person on school grounds or at any school-sponsored activity;
(e) threatening or using a weapon against any person; and/or
(f) any felonious act; conviction of a felony; or such other acts

SDMC High School Matrix Grades 9-12

Code	Offense Type	1st Action	2nd Action	3rd Action	4th Action	Subsequent Actions
Level 1 Offenses						
~~**AT**~~	~~Attendance Violation~~	~~Detention~~	~~Detention~~	~~Detention 1 Day ISS, TMO, RTI~~	~~AWD, 1-2 Days ISS, LOP, BCM,~~	~~2-3 Days ISS, BCM, LOP, PCN~~
CH	Cheating	Zero. DET	Zero. DET	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
DB	Disruptive Behavior	DET	DET,TMO	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	2-3 Days ISS, BCM, LOP, PCN
DC	Dress Code Violation	CAW	LOP (5 days), PCN	DET, RTI	LOP (30 Days) RTI	1 day ISS, LOP, PCN
DO	Disrespect towards	DET	EXS, 1Day ISS, TMO, LOA	1-2 Days ISS, TMO, LOP, PWR, RTI	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	DET ,1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	DET	DET, TMO	1 Day ISS, TMO	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS SCA LOP, PCN, RTI
ID	ID Infraction	CAW	DET	1 Day ISS, TMO	1-2 Days ISS, LOP	2-3 Days ISS, LOP, PCN

~~IN~~	~~Inappropriate Behavior~~					
MV	Medication Policy Violation	CAW	DET	DET	1-2 Days ISS, PCN	1-2 Days OSS, LOP BCM
OA	Out of Area	DET	DET	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, SCA	2-3 Days ISS, SCA, LOP, PCN
PO	Profanity	DET, 1 day ISS	DET, 1 day ISS	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, SCA	2-3 Days ISS, SCA, LOP, PCN
SK	Skipping	DET, 1 day ISS	DET, 1 day ISS	AWD, Detention, 1 Day ISS, TMO, RTI	AWD, 1-2 Days ISS, LOP, SCA	2-3 Days ISS, SCA, LOP, PCN
TA	Tardies, Habitual	CAW	DET	DET, RTI	DET, LOP, RTI	DET, LOP, PCN
TE	Technology Violation	CAW	DET, CFS	DET, CFS, TMO, RTI	1-3 Days ISS, TMO, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
Level 2 Offenses						
	Aggression -Non Physical	1-2 days ISS, Tmo	2-3 days ISS, TMO, LOP, 1 day OSS	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS, RTI, LOP, PCN	4-5 Days OSS, LOP, RTI
AO	Aggression Towards Object	1-2 days ISS, Tmo	2-3 days ISS, TMO, LOP, 1 day OSS	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS, RTI, LOP, PCN	4-5 Days OSS, LOP, RTI
~~CH~~	~~Cheating~~	Moved to Level 1				
CO	Contraband	1-2 Days ISS, 1-2 Days OSS, CFS	1-2 Days OSS, CFS, LOP	2-3 Days OSS, CFS, LOP, SCA, RTI	3-4 Days OSS, CFS, LOP, PCN, RTI	3-4 Days OSS, CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	1-2 Days OSS, LOP, SCA, RTI	2-3 Days OSS, RTI, LOP, PCN	3-5 Days OSS, LOP, DIS, ALT
DA	Disrespect towards Staff of Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	2-3 Days OSS, RTI, LOP, PCN	3-4 Days OSS, LOP, DIS, ALT	4-5 Days OSS, LOP, ALT

~~**EC**~~	~~Electronic Cigarette Possession~~	Removed				
~~**EN**~~	~~Endangerment~~	Moved to Level 3				
IN	Inappropriate Behavior	DET (If appropriate) 1-2 Days ISS, TMO 1 Day OSS	2-3 Days ISS, 1-2 Days OSS LOP, PCN	2-3 Days OSS, LOP, SCA, RTI	3-4 Days OSS, LOP, SCA, RTI	4-5 Days OSS, LOP, PCN, RTI
LC	Leaving Campus Without Authorization	DET, 1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, RTI	2-3 Days OSS, LOP, DIS , PCN, RTI	2-3 Days OSS, LOP, ALT
LY	Lying to Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	2-3 Days OSS, RTI, LOP, PCN	3-4 Days OSS, LOP, DIS , ALT	4-5 Days OSS, LOP, ALT
TBC	SESIR Tobacco Possession or Use	Moved to Level 3				
TF	Theft/Larceny (Under $750)	1-2 Days ISS, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RWL, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, PCN, RTI, SCA	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, AWD, RES	1-2 Days ISS, AWD, RES	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, AWD LOP, PCN, DIS	4-5 Days OSS, RLW, CMS RES, LOP, ALT
Level 3 Offenses						
AG	Aggression Physical	1-3 Days ISS, 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, SCA	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
ALC *	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS, (Use SAFE) PCN, RLW, SCA	5-10 Days OSS, ALT (automatic) RLW			

BUL *	SESIR Bullying	1-2 Days OSS, LOP	2-4 Days OSS. LOP. SCA, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS LOP, RLW, ALT	
CS	Contraband Sale	1-2 Days OSS, LOP , CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Day OSS, CFS, RLW, LOP, ALT, RTI	
~~**DV**~~	~~Dating Violence or Abuse~~					
DRU	SESIR Drug Possession or Use	5-10 Days OSS, (Use SAFE) PCN, RLW, SCA	5-10 Days OSS, ALT (automatic) RLW			
EN	Endangerment	1-3 Days OSS, LOP	3-5 Days OSS, LOP, SCA, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT	
FT	Fighting, Non-SESIR	1-5 Days OSS, CFR	5-10 Days OSS, CFR, SCA, DIS, PCN	5-10 Days OSS, ALT9 Automatic)		
~~**GN**~~	~~Gang-Related Activity~~					
HAR *	SESIR Harassment	1-3 Days OSS, LOP	2-4 Days OSS. LOP. SCA	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS LOP, RLW, ALT	
HAZ *	SESIR Hazing	1-3 Days OSS, LOP	2-4 Days OSS. LOP. PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS LOP, ALT	
OS	Other Serious	1-3 Days OSS, LOP	3-5 Days OSS, LOP, SCA, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT	
SR	Search Refusal	5-10 Days OSS,PCN, RLW	5-10 Days OSS, ALT (automatic) RLW			
STL	SESIR Theft/Larceny	1-3 Days OSS, RWL, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days, RLW, RES,LOP,PCN,RTI	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	
~~**SX**~~	~~Sexting~~					
SXH *	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW,	5-10 Days OSS, RLW, ALT		

			PCN, RTI, DIS			
SXO	SESIR Sexual Other	1-5 Days OSS, DIS, RLW,ALT	5-10 Days OSS, RLW, PCN, ALT			
TBC	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO,CFS, RIN, RLW	1-2 Days OSS, CFS, DIS, FIN,RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 days OSS, RES, RLW, ALT		
Level 4 Offenses						
ARS	SESIR Arson (Conduct Threat Assessment)	3-5 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT			
BAT *	SESIR Aggravated Battery	3-10 days OSS, RLW, ALT (Automatic)	5-10 days OSS, RLW, PCN, DIS, ALT	5-10 days OSS, RLW, ALT		
BRK	SESIR Burglary	2-4 Days OSS, CFR, LOP, PCN, RLW, ALT	4-6 Days OSS, CFR, LOP, PCN, RLW, ALT			
DOC *	SESIR Disruption on Campus-Major	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT		
DRD *	SESIR Drug Sale/Distribution	5-10 days OSS, RLW, ALT (Automatic)				
FA	False Accusations	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT			
FIT *	SESIR Fighting	5-10 Days OSS, (3-7), CFR, SCA	5-10 Days OSS, CFR, SCA, DIS, PCN	5-10 Days OSS, ALT		

OA	Off Campus Arrest/Charge	10 Days OSS, H, ALT				
OMC	SESIR Other Major-Unclassified	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT			
PHA *	SESIR Simple Battery (Physical Attack)	5-7 Days (3-5) OSS, RLW, ALT	7-10 Days OSS,(5-10) RLW, PCN, DIS, ALT	5-10 days OSS, RLW, ALT		
ROB *	SESIR Robbery	5-10 days OSS, RLW, ALT	5-10 days OSS, RLW, ALT			
SXA	SESIR Sexual Assault (Conduct Threat Assessment)	5-10 days OSS, RLW, ALT	5-10 days OSS, RLW, ALT			
SXB	SESIR Sexual Battery (Conduct Threat Assessment)	5-10 days OSS, RLW, ALT				
TRE	SESIR Threat/Intimidation (Conduct Threat Assessment)	3-7 Days OSS, RLW,SCA	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT	5-10 days OSS, RLW, ALT		
WC	Weapon Like Contraband (Conduct Threat Assessment)	3-10 Days OSS, RLW, DIS, ALT	5-10 Days OSS, RLW, DIS, ALT			
WPO	SESIR Weapons Possession (Conduct Threat Assessment)	5-10 days OSS, RLW, ALT				

***- Consider Threat Assessment**

Underline = Complete Bully Packet

In addition to consequences outlined in the matrix, the school principal may recommend to the Superintendent the expulsion of any student who has committed a serious breach of conduct including, but not limited to:

(a) willful disobedience;
(b) open defiance of authority of a School Board employee;
(c) violence against persons or property;
(d) giving or selling intoxicating beverages, controlled substances, drugs, or counterfeit drugs to any person on school grounds or at any school-sponsored activity;
(e) threatening or using a weapon against any person; and/or
(f) any felonious act; conviction of a felony; or such other acts

Section 6: Procedures Relating to Disciplin~~eary Actions~~

~~Each school and classroom in the School District of Manatee County is required to develop their own behavior plans, which support the unique needs of their students, families, and communities. Common disciplinary actions at each school may include, but not be limited the following:~~

~~**DetentionConference**~~

~~**Parent Contact**~~

~~**Loss of Privilege:** For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to parking, use of technology, extracurricular activities, and assemblies.~~

~~**Disciplinary Probation/Check-In/Check-out:** For a specified period of time, the student is assigned to report frequently to a staff member who will assist in monitoring the student's adjustment to the school situation.~~

~~**Detention/Extra School**~~

~~The student is to report to an assigned location for a specified period of time before or after school for supervised study hall activities. Extra school is not intended to interfere with regularly scheduled classes.~~

~~**Fine/Restitution**~~

~~The student may be given a written citation by the School Resource Officer and required to pay a fine if they are caught smoking or in possession of tobacco. The student may be required to pay restitution for any damage that may have been caused to School Board property.~~

~~**Student Work Assignment**~~

~~If the parent/guardian and school administrator agree, the administrator can assign the student to a work detail at the school. The principal will decide who will supervise the work.~~

~~**Saturday School**~~

~~The student may be required to attend Saturday School if an administrator contacts the parent/guardian 24 hours in advance.~~

~~**In-School Suspension**~~

~~Student may be assigned to a specific location at the school during the school day where they will be required to continued on their regular academic coursework. This assignment may be for a single period (usually referred to as Time Out), all day, or for multiple days. Time out may also be used in lieu of detention when transportation or other issues prevent their assignment.~~

Classroom Removal

~~Teachers may require that students are removed from class if it has been documented that a student's behavior has seriously disrupted to the teaching or learning in the classroom. If a student is removed rom class, the principal may place the student in another appropriate classroom, in-school suspension, an alternative education program, or the principal may recommend the student for suspension or expulsion. The student cannot be returned to that teacher's classroom unless the teach consents or a school-based placement review committee has determined that doing so is in the best or only available alternative. A decision on whether to return the student to the classroom must be made by the teacher or the committee within five days of the removal.~~

F.S. 1003.32 In accordance with this section and within the framework of the district school board's code of student conduct, teachers and other instructional personnel shall have the authority to undertake any of the following action in managing student behavior and ensuring the safety of all student in their classes and school and their opportunity to learn in an orderly and discipline classroom:

(a) Establish classroom rules of conduct, including designating an area for wireless communications devices during instructional time.

(b) Establish and implement consequences, designed to change behavior, for infractions of classroom rules.

(c) Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention.

(d) Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or district school board personnel.

(e) Assist in enforcing school rules on school property, during school-sponsored transportation, and during school-sponsored activities.

(f) Request and receive information as to the disposition of any referrals to the administration for violation of classroom or school rules.

(g) Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency.

(h) Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas.

(i) Press charges if there is a reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities.

(j) Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or herself or others from injury.

~~**Major Disciplinary Actions**~~

~~In order to protect the rights of all students and staff, certain procedures are followed with regard to major disciplinary actions. Thes procedures are developed as suggestion or required by law or regulation. School/classroom procedures for administering discipline in areas not covered by these specific procedures are encouraged.~~

School Bus Suspensions

Students can be denied the privilege of riding a school bus by the principal or designee for up to 10 school days. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school.

Out-of-School Suspension

Students have the right to attend school and have an opportunity to learn. Students may lose that right if they violate the District Code of Student Conduct or school rules. Students lose the right to attend school by being suspended or expelled. Students can be suspended from school for up to ten (10) days at a time. If students are suspended, they cannot be on any Manatee School District property, nor can they attend any school activities. ~~Students cannot be suspended for skipping class or school or for excessive tardiness. However, student~~students ~~may be suspended for failure to serve consequences assigned for skipping or tardiness.~~

If a student is suspended, the principal or their designee will be the one to process the referral after an investigation is completed. They will also meet with the student and speak with the parents or guardian. Suspensions can be appealed by following the procedures outlined in the "Review and Appeal of ~~S~~discipline Referral or Consequence" section. Students are encouraged to remain current with all class assignments by reaching out to teachers by phone or email, accessing teacher websites and talking with fellow students to obtain classwork missed.

~~**OUT-OF-SCHOOL SUSPENSION Q&A**~~

~~Q. Who can suspend you?~~

~~A. The principal or someone designated by the principal can suspend you.~~

~~Q. How long can you be suspended?~~

~~A. You can be suspended from school for one school day or up to ten (10) school days. School principals or designees may not impose suspensions of undefined lengths, pending a parent conference or other stipulations.~~

~~Q. What happens before a suspension?~~

~~A. When the principal or designee becomes aware that a student may have broken a rule the District Code of Student Conduct or a school rule, he or she will investigate by talking to students, teachers or others who may know something about what happened. Even if you are not one of the students who may have broken the rule, the principal or designee may talk to you as part of the investigation. After talking to people who were involved or witnesses, the principal or designee will determine who he or she thinks broke a rule.~~

~~Q. What if the principal or designee determines you broke a rule?~~

~~A. As soon as possible, the principal or designee will talk to you and tell you that you are accused of breaking a rule in the District Code of Student Conduct or a school rule. You also will be given written notification, such as a disciplinary referral, which tells you the same thing. You will be told why it is believe that you have broken the rule. After this happens, you should know what you are accused of doing and what evidence there is that supports the accusations.~~

~~Q. What happens next?~~

~~A. You will then have an opportunity to tell the principal or designee your side of the story. You can ask that he or she talk to someone you think may know something about what happened. You can give the principal or designee a written statement to read. After listening to you and reading anything you have provided, the principal or designee may talk to the people you named and anyone else who might have knowledge about the situation, as may be appropriate in the opinion of the principal or designee. After that, the principal or designee will decide if you have broken a rule in the District Code of Student Conduct or a school rule. If he or she decides you have broken a rule, the principal or designee will then determine whether you should be suspended from school, and if so, for how long. You will be told about this decision.~~

~~Q. Will my parents know?~~

~~A. Prior to the beginning of the suspension, the principal or designee will attempt to telephone your parents and let them know about the suspension. If your parents cannot be reached by telephone, then the principal or designee will record the dates and times contact was attempted. Also, within 24 hours of the decision, a letter will be bailed to your parents informing them of the suspension. If you or your parents claim you did not receive the letter, it will not change the suspension. You will be given another copy of the letter if you request one.~~

~~Q. Can you appeal a suspension?~~

~~A. You can request the principal reconsider the evidence and decision. However, the principal's decision to suspend a student is final.~~

~~Q. How do I make up my work while on suspension?~~

A. You are encouraged to remain current with all class assignments but are required to obtain your work. The following means are available: 1. Ask follow students to obtain the class work for you. 2. Contact your teacher via email or phone. 3. Access teacher websites or weekly assignment sheets, if available.

All makeup work is due on the day of your return from suspension. In the case of in-class activities such as labs, tests, quizzes, class projects, etc., the teacher will determine a reasonable amount of time for assignments to be completed.

Disciplinary Reassignment

The School District of Manatee County offers an alternative program for students who struggle with behavioral issues in their current setting or create a concern for the safety of others. Pursuant to School Board policy, the Superintendent of Schools or designee may decide to reassign students, if it is determined to be in the students' best interest, or the best interest of the school. If a student's actions create a concern for the safety and welfare of any student or staff member or substantially interferes with the safe and orderly operation of a school, students are eligible for reassignment to an alternative program under the School Safety reassignment process, regardless of any current or past patterns of behaviors. These acts would normally involve infractions such as battery on a school board employee, causing substantial injury or mental distress to others, threats to commit acts of violence, sexual misconduct, weapon or drug-related behaviors, or any variety of criminal acts committed on a school campus, Likewise, Bbeing charged with an off-campus criminal act by law enforcement, which creates a concern for the safety and welfare of students or staff, or which substantiates a pattern of unsafe behavior may result in a recommendation to the district reassignment committee, School Safety reassignment, per S.S. 1006.09, 1006.147, and 1006.13.

Students may also be referred for a School Safety Reassignment to the alternative program for persistent behaviors which substantially disrupts the learning environment and are not mitigated through school-based interventions. Such behaviors may include interfering with instruction; the use of profane or offensive language or gestures; disrespect towards school staff; defiance of school staff, theft, destruction, or improper use of school equipment; possession of contraband or prohibited items, or continually being out of area. Student may also be referred for reassignment for patterns of behavior which substantially interfering with the educational rights of other students. These behaviors may include acts such as bullying, harassment, extortion, threats, theft, fighting, or any conduct which is disruptive to the orderly educational process in the classroom.

Students assigned to an alternative program for disciplinary reasons cannot be present on any other school grounds or on any other Manatee School District property at any time. Students reassigned to an alternative program for disciplinary reasons may choose to attend another school outside of the district. However, academics, attendance and behavior must be evaluated in a physical setting with peers in order to return to any Manatee County School. Virtual or purely online programs are not an acceptable alternative without specific review and authorization from the district office of Drop-Out Prevention and Alternative Programs.

Expulsion

The principal or the principal's designee may recommend to the district school superintendent the expulsion of any student who has committed a serious breach of conduct, including, but not limited to, willful disobedience, open defiance of authority of a member of his or her staff, violence against persons or property, or any other act which substantially disrupts the orderly conduct of the school. A recommendation of expulsion or assignment to a second chance school may also be made for any student found to have intentionally made false accusations that jeopardize the professional reputation, employment, or professional certification of a teacher or other member of the school staff, according to the district school board code of student conduct. Any recommendation of expulsion shall include a detailed report by the principal or the principal's designated representative on the alternative measures taken prior to the recommendation of expulsion. The School Board may, instead of an expulsion, assign a student to a school or an alternative program other than the student's zoned school when the recommendation of expulsion is a mandatory consequence for the violation of the Student Conduct and Discipline Code. (Florida Statute 1006.09)

1. The principal or designee will complete the investigation, write the office referral (Event and Discipline Report), assign a 10 day, out of school suspension and notify the parents of the incident and suspension.
2. The principal or designee will communicate ~~meet~~ with the parent/guardian during the 10-day suspension and notify them of the recommendation for expulsion and the rational for the requested expulsion.
3. The principal or designee will compile all relevant investigation documents, a detailed description of the incident leading to the recommendation for expulsion, prior intervention utilized, current year behavior, academic, and attendance records and relevant 504 or IEP documents along with the request for expulsion form to be submitted to the Superintendent or designee.
4. The district expulsion committee will review the documentation provided and will confirm the hearing date with the principal or designee and the parent/guardian.
5. The parent/guardian and student have the right to participate in the formal hearing and to be represented by legal counsel or any other qualified person during the hearing.
6. The hearing officer will recommend any penalty they deem appropriate to the facts of the case. The recommendation will be voted on by the School Board who may impose any outcome they deem appropriate. The School Board's decision is final.

Students may be suspended for the remainder of the current academic year and the following academic year. During the expulsion, students may not be on any school board campus, property or establishment or within 1,000 feet of a school or a school bus stop.

Florida Statute 1006.08 permits the Superintendent to extend a suspension beyond ten school days if such suspension expiries before the next regular or special school board meeting following the ten day –of a suspension if the student is being recommended for expulsion. Alternatively, the Superintendent or the superintendent's designee may assign a student to the district alternative school or other alternative program pending the completion of any expulsion hearing and entry of any final order of expulsion by the School Board.

~~**Enrollment of Student Who Have Been Expelled, Dismissed, or Reassigned from Other Schools**~~
Enrollment of Student Who Have Been Expelled, Dismissed, or Reassigned from Other Schools

Students enrolling in the School District of Manatee County who have been expelled, dismissed, or reassigned from another school must disclose that information when registering at their districted school (F.S. 1006.67). The School District of Manatee County will evaluate all information provided and will uphold the placement from the originating institution in alignment with the SDMC Student Code of Conduct.

~~Students enrolling in the School District of Manatee County who have been expelled, dismissed, or reassigned from another school should disclose that information when registering at their districted school. The district school will work with Student Services to arrange placement at the appropriate school. The School District of Manatee County will evaluate all information provided and will uphold the placement from the receiving county when possible.~~

~~Students can be expelled (excluded) from school by the School Board for the remainder of a school term or school year and one additional year of attendance. During the time of expulsion, the student may not receive education services. Students who commit violent acts that involve the use of a firearm as defined in the Code of Student Conduct will be expelled, with or without educational services. All other students will be evaluated on a case-by-case basis and where possible, recommendations for diversionary or intervention programs will be made in lieu of arrest or expulsion.~~

~~**Expulsion and Disciplinary Reassignment Q & A**~~

~~A student who is found to be guilty of a sever breach of conduct or is guilty of continuing misconduct, the principal or designee may suspend for up to 10 days after following the suspension procedures and recommend to the Superintendent or designee that the student should be expelled or reassigned to another school or program. All alternative placements and expulsion recommendations for students with disabilities are made by the appropriate IEP or 504 Team.~~

~~Q. What happens if my parents do not request a hearing?~~

~~A. The School Board will take final action on the recommendation for expulsion without a hearing. By not requesting a hearing, you are admitting that you did what you were accused of doing.~~

~~Q. What happens if I request an expulsion hearing?~~

~~A. The School District General Counsel will notify you when and where the hearing will be conducted. The Office of Dropout Prevention and Alternative Programs will inform your parents of the procedures involved and your procedural rights. At the hearing, the General Counsel, on behalf of the Superintendent, presents the evidence in support of the recommendation for expulsion. You, your parents, your attorney or other qualified representative will be permitted to cross examine witnesses and offer evidence on your behalf, including your testimony. The cost of your attorney will be your parent's responsibility. Your parents may elect to have the hearing open or closed to the public.~~

~~Q. Wha procedures govern the expulsion hearing?~~

~~A. The expulsion hearing is governed by sections 120.569 and 120.57 (2), Florida Statutes. A copy of those sections will b provided to you upon request.~~

~~Q. What happens after the expulsion hearing?~~

~~A. The School District General Counsel will submit to the School Board a recommended order consisting of findings of fact, conclusions of law, and a recommendation of the expulsion. Youi, your parents, or your attorney will have an opportunity to submit written objections to the recommended order. The School Board is limited on what it can do with respect to the recommended order by section 120.57(1), Florida Statues.~~

~~Q. Who makes the final decision to expel me?~~

~~A. The School Board will make the final decision on whether you should be expelled and if so, for how long. The School Board will also decide if you will receive educational services during your expulsion. Your parents may elect to have the School Board meeting open or closed to the public.~~

~~Q. How long can the School Board expel me?~~

~~A. You can be expelled for the remainder of the current school year and one additional school year. A student who is servicing an expulsion during the last semester of his or her senior year may not participate in the graduation ceremony.~~

~~Q. Can I appeal the School Board's decision to expel?~~

~~A. You can appeal the School Boards' decision to the Second District Court of Appeal in Tampa. You must do so within 30 days of the time you are expelled; you may or may not receive educational services.~~

Felony Arrests

~~Students are required to self-report any felony arrest to their principal within 48 hours of the arrest. An arrest that would be a felony if the student were an adult must also be self-reported.~~ The principal will review information about the arrest with district administration to determine~~, after conferring with the Executive Director of School Management~~, whether the student should be suspended from all extracurricular activities and possibly suspended from school or reassigned to an alternative placement. ~~Failure to self-report such an arrest may result in suspension from all extracurricular activities for a minimum of one calendar year and suspension from school or reassignment to an alternative placement.~~ Students who are arrested for a violent event or an event involving a weapon may be alternatively ~~place~~placed~~. at the time of their arrest.~~

Extension of Ten-Day Suspension

If the principal or designee suspends a student for 10 days, the Superintendent may extend the suspension until the outcome of the criminal charges have been filed. During the suspension, pending the outcome of the criminal charges, the student may~~will~~ be assigned to an alternative educational program.

Criminal Victimization

In accordance with F.S. 1006.13, students who are found to have committed certain felony offenses against another student are prohibited from attending the same school or riding the same school bus with the victim or the victim's siblings. According to F.S. 1006.13(5), "The offender, or the parents of the offender if the offender is a juvenile, shall arrange and pay for transportation associated with or

required by the offender's attending another school or that would be required as a consequence of the prohibition against riding on a school bus on which the victim or a sibling of the victim is riding. However, the offender or the parents of the offender may not be charged for existing modes of transportation that can be used by the offender at no additional cost to the District School Board."

Corporal Punishment

The use of corporal punishment is prohibited. This prohibition extends to parents or guardians on school grounds.

Reports to Law Enforcement Agencies

The School Board views disruptive and criminal acts, and those which may affect the health, safety and welfare of, or pose a legitimate threat to those on a school campus, as extremely serious in nature. In addition to disciplinary action administered at the school level, certain acts are expected to be reported to law enforcement as required by the State Attorney's Office. The actions of law enforcement do not dictate the corrective measure enforced by the school.

Limited Role of Law Enforcement

To help avoid the unnecessary criminalization of our students, law enforcement action should be limited to situations when it is necessary to protect the physical safety of students and staff or appropriate to address criminal activity. Law enforcement involvement should not be requested in a situation that can be safely and appropriately handled by a school's internal disciplinary procedures.

The Coach Aaron Feis School Guardian Program

Like law enforcement, school guardians hired through the Coach Aaron Feis School Guardian program in Manatee County are in place to help ensure theat physical safety of our students, staff and school community. School guardians are not to be involved in student discipline matters unless it is a matter of safety. School guardians additionally have no authority to act in any law enforcement capacity, except to the extent necessary to prevent or abate an active assailant incident.

~~**Reports to Department of Children and Families (DCF)**~~

~~All employees of the district have the responsibility to report all actual and suspected cases of child abuse, abandonment or neglect. They also have the responsibility to comply with child protective investigations and all other provisionprovisions of law related to child abuse, abandonment or neglect. All employees of the district shall have immunity from liability if they report such cases in good faith. Abuse is defineddefined as "any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired."~~

Referrals to Mental Health Agencies

Students who present a concern for the safety of others due to their actions or words as determined by the school or district administrator, law enforcement or a threat management team will may be referred for mental health services, per F.S. 1012.584. These services may be provided on campus or ~~through~~ by district personnel or off-campus mental health providers that partner with our district. In the event of an immediate concern for the safety of a student or others, the Marchman or Baker Acts may be enacted (see page 4) to ensure an appropriate mental health examination and interventions occur. This may result in an involuntary examination and removal from campus, pursuant to F.S. 394.463. Such contact may be in person by a mental health professional or using telehealth as defined in F.S. 456.47.

Self-Reporting Upon Initial Registration copy from state statute FS 1006.67

~~Upon initiation registration in any district school from another district, state, charter, home or private school, students are required per F.S. 1006.67 to self-report any previous school expulsions, prior arrests resulting in charges, Juvenile Justice actions, and referrals to mental health services. Students are also required to report any placements in an alternative setting for disciplinary or safety reasons. Student~~Students ~~found to have been expelled or placed in an alternative program in lieu of expulsion from another school or district may serve any remaining duration of the original expulsion as outlines in F. S. 1006.07.~~

It is require ~~each student~~ at the time of initial registration ~~for school~~ in the school district for students ,to note previous school expulsions, arrests resulting in a charge, juvenile justice actions, and any corresponding referral to mental health services by the school district, and have the authority as the district school board of a receiving school district to honor the final order of expulsion or dismissal of a student by any in-state or out-of-state public district school board or private school, or lab school, for an act which would have been grounds for expulsion according to the receiving district school board's code of student conduct, in accordance with the following procedures:

1.A final order of expulsion shall be recorded in the records of the receiving school district.

2.The expelled student applying for admission to the receiving school district shall be advised of the final order of expulsion.

3.The district school superintendent of the receiving school district may recommend to the district school board that the final order of expulsion be waived, and the student be admitted to the school district, or that the final order of expulsion be honored and the student not be admitted to the school district. If the student is admitted by the district school board, with or without the recommendation of the district school superintendent, the student may be placed in an appropriate educational program and referred to mental health services identified by the school district pursuant to s. 1012.584(4), when appropriate, at the direction of the district school board. (State Statute 1006.07)

Discipline for Students with Disabilities (Section 504 and IDEA~~dea~~)

If a student is IDEA or Section 504 eligible ~~student and have an Individualized Education Plan (IEP) or a Section 504 Plan,~~ they are expected to comply with the District Code of Student Conduct and school rules just like any other student. If they violate the District Code of Student Conduct or school

rules, they are subject to discipline just like any other student. There are, however, some especial rules in dealing with suspension, assignments to alternative programs and expulsions. \

In-school suspension is not considered out of school suspension as long as the IEP/504 Plan is followed. Student with disabilities may be suspended out of school and will not receive educational services during the suspension.

If students qualifying under IDEA or Section 504 accumulate ten days of out-of-school suspension, a Manifestation Determination meeting will be held to assess whether changes to the IEP or Section 504 Plan are necessary. Students may be reassigned to an alternative school if they commit a major act on campus, provided these acts are not substantially related to or caused by the student's disability. Additionally, students may be placed in an Interim Alternative Education Setting (IAES) for 45 days for certain qualifying incidents. Students with disabilities may also be suspended from the bust if they violate the Transportation Policy.

Remove Q&A Refer to Procedural Safeguards

Q. How are In-School Suspensions handled?

A. If a student with a disability received an in-school suspension, the student's IEP or Section 504 Plan will continue to be in force. An in-school suspension is not considered an out-of-school suspension if the IEP or Section 504 Plan is followed.

Q. Can a student with a disability receivedreceive an out-of-school suspension?

A. Yes, a student with a disability may be suspended from school just like any other student and will not receivedreceive any educational services during the suspension.

Q. Can a principal use other forms of discipline with a student who has a disability?

A. Yes, a principal or designee may use any other form of in-school discipline when dealing with a student with a disability who has violated the District Code of Student Conduct or a school rule, provided that non-disabled students are disciplined the same way. Such discipline actions may include detention, in-0school suspension, extra school, Saturday school, or exclusion from extracurricular activities or field trips.

Q. What happens when a student with a disability reaches ten days of Out-of-School Suspension?

A. School personnel familiar with the student and the student's IEP or Section 504 Plan will meet with the parents as a team. For both IDEA and Section 504 eligible students, this team will determine if the student's disability causing the misconduct (Manifestation Determination) and whether changes to the IEP or Section 504 Plan are necessary. For the IDEA eligible student, this team will also ensure a current Functional Behavioral Assessment (FBA), and Behavior intervention Plan (BIP) are in place, or recommend changes to either document.

Q. Can a student with a disability be reassigned to another school?

A. Yes, a student with a disability may be reassigned to another school, provided certain conditions are met. Students with disabilities may be reassigned to an alternative program for persistent disruptive behavior, only if that behavior is determined to not be substantially related to or caused by their disability and a current FBA and BIP are in place. Students may be also reassigned to an alternative program for behavior which represents a concern for the safety of other students or staff or the orderly operation of a school. If committed on campus, these acts must also not be substantially related to or caused by the student's disability.

Q. If a student with a disability has a weapon, illegal drugs or causes serious bodily injury to someone, what disciplinary actions may be taken?

A. When a student with a disability commits one of these infractions at school or at a school-related function, that student may be subject to the same administrative action for the same length of time as a non-disabled peer provided the behavior is determined to not be a manifestation of their disability. Even if the behavior is determined to be a manifestation of the student's behavior, he or she may be removed to an interim alternative educational setting for not more that forty-five (45) school days. Such placement does not require parent consent.

Q. Who determines the interim alternative education setting (IAES)?

A. The IAES will be determined by the IEP or Section 504 Plan team.

Q. May a student with a disability be expelled?

A. Yes, but only if services are provided by the district.

Q. May a student with disability be suspended from the bus?

A. Yes, students with disabilities may be suspended from the bus just as any other student. Responsibility for transporting the student to school would then fall to the parent. However, any days missed during the bust suspension will be counted as an out-of-School suspension, unless the parent excuses or documents the absence.

Q. If transportation is a related servicesservice identified on the IEP or Section 504 Plan, may a student with a disability be suspended from the bus?

A. Yes, if transportation is a related service identified on the student's IEP or Section 504 Plan, and suspension or expulsion from the bus is recommended, then the bus suspension will be counted as an out-of-school suspension if the student is not in attendance.

Q. Mayt a parent or guardian record an IEP meeting?

A. Yes, a parent, authorized representative of the parent, or IEP team member is permitted to record the meeting. The parent must notify the IEP team prior to the meeting they are recording. He or she must use his or her own recording device anand the district will obtain it'sits own recording of the

~~meeting. The district is under no obligation to provide the parent with a transcription of the recording the district obtains on its own equipment. If the district audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.~~

English Language Learners

English Language Learners (ELLs) are not to be subjected to disciplinary action exclusively because of their use of a language other than English. Nevertheless, the use of profanity in any language is not acceptable. ~~However, a~~All School District of Manatee County students, regardless of their ability to speak English, are governed by the Student Code of Conduct.

Review and Appeal of Discipline Referral or Consequence

A student or parent/guardian may appeal a discipline referral or consequence by contacting their school administrator in writing, requesting a review of the disciplinary event. The school principal or their designee will meet with the parent/guardian, hear their concerns, review the disciplinary event or consequence, and respond to the parent/guardian. The decision of the school principal is final. The appeal will not delay the enforcement of the consequences.

Procedures for Appeal of Alternative School Placement

A parent/guardian may appeal the alternative school placement by contacting in writing the Executive Director with their request. The Executive Director of Student Support and Engagement will review the disciplinary history, the event resulting in the alternative placement, the committee decision and will communicate the outcome with the requesting family.

Section 7: Miscellaneous

Crisis Protocol

Providing a safe and secure environment for our students to learn is the top priority of the School District of Manatee County. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, lock-down drills and shelter-in-place drills are practiced at each site to ensure routines and safety procedures are well established and familiar to all.

In a shelter-in-place, all school doors will be locked, and regular classroom instruction continues behind the locked doors. In a lock-down, all school doors are locked, and all student and staff are out of view. Classroom instruction is discontinued.

What parents need to know during either crisis:

a. Please DO expect to be notified with a special parent advisory sent home from the school and/or with a telephone message from our telephone notification service when the school is able to provide accurate information and/or the incident is resolved.
b. Please DO cooperate with school and/or district directives.

c. Please DO consult local media for regular updates about the incident. Listen for information updates on local radio and television stations. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.
d. Please DO NOT call the school because phone lines will be needed for emergency communication.
e. Please DO NOT call your child's cell phone because cell phones are not to be used during a crisis.
f. Please DO NOT go to the school if a crisis situation should occur. Roads are closed, doors are locked, and campuses are off-limits to anyone other than authorized personnel.

Pursuant to F.S. 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Code of Student Conduct.

Unannounced Lock-down Drills

This principal may conduct unannounced lockdown drills from time to time and will inform parents after the fact about the drill by way of automated telephone calls.

Student and Family Reunification Plan

In case of a school emergency or natural disaster, students need to be aware of their school's plan for releasing them. First and foremost, remain calm. Remember, it is our primary concern that students remain safe at all times, and there is a plan for an orderly dismissal and release of our students. When parents and guardian learn their student's school is in a lockdown situation or any other emergency situation, do not call the school and do not come to the school. Staff will be very busy during an emergency and will not be able to attend to the safety of students if they have to answer phone calls. If parents come to the school during an emergency, in all likelihood, parents will not be allowed into the school or even into the inner perimeter set up by emergency responders. The presence of hundreds of parents showing up on the scene will hinder the efforts of emergency responders, which in turn may jeopardize the safety of students. Instead, if the situation warrants the release of students, district notification to listed emergency contact numbers as well as the use of local new medica will provide instructions on when and where to release will take place. Students may be bused to an off-site location for their release to parents or guardians.

Once the "all clear" is given at the school, and if there is a need to release students for the day, the Student and Family Reunification Plan will be put into place. For the safety of every child, it must be documented to whom each child is released. Students will only be released to a parent, guardian, or childcare personnel as designated on student's school contact, medical and emergency form. When arriving to the facility where students will be released, proceed to the designated area and plan to do the following:

- Fill out a Student Release Form.
- Present photo identification.
- Move to the student release are and wait for your child
- A runner will go to the assembly area, get the students, and bring them back to the release are. Be prepared to show ID again.

- Sign for the student and depart.

Reminder: Students will be released only to those listed on the Contact, Medical, and Emergency Form. It is therefore imperative that parents and guardian keep information on each child's Contact, Medical, and Emergency Form up to date, including cell phone numbers and other emergency contact information. Please note that if for any reason a student is not picked up, he or she will be placed in an alternative place of safety. These procedures should be shared with everyone listed on the Contact, Medical, and Emergency Form so that they are familiar with the plan and these concerns. If there are any questions about the Student and Family Reunification Plan, contact your student's school principal.

REGISTER YOUR EMERGENCY CONTACT INFORMATION TODAY!

The school district, in cooperation with TIFF (To Inform Families First) urges you and your family to register your emergency contact phone numbers TODAY. In the event of an emergency, families can be notified more quickly through this service. On the Internet, simply log onto the following website as follows:

www.hsmv.state.fl.us

Click ONLINE SERVICES - EMERGENCY CONTACT INFORMATION
For more information on this important initiative click on:

Electronic Equipment

Students may possess cell phones and other non-district issued electronic items at school, on school buses, and at school functions provided that during school hours cell phones are silenced and concealed. The devices shall not be used during the school day unless school has adopted a process for further allowing or restricting the use of personally owned electronic devices. Pursuant to Section 1007.07, Florida Statutes, "a student may not use a wireless communication device during instructional time, except when expressly directed by a teacher, solely for educational purposes. A teacher shall designate an area for wireless communications devices during instructional time." Absent such permission, teachers or other school staff may confiscate the electronic device, per F.S. 1006.07. these electronic devices include, but are not limited to the following:

- Music playback or streaming devices
- Camera
- Cellular phone (including the camera that may be part of the phone)
- Video or digital recorder
- Video gaming devices
- Computer or tablet (unless specifically authorized for academic purposes)
- Smartwatches or other smart devices when used as a cellular device
- Earbuds or headphones

~~Violations of the cell phone policy will be handled in accordance with the SCC and may result in confiscation of said device. Refusal to surrender the device will be considered defiance and will result in appropriate administrative action. If the item is not picked up by July 1 following the end of the school year, the item will be deemed abandoned. Each school will determine what to do with abandoned items. Neither the school nor school staff members are responsible for any such items if they are lost, stolen, broken or damaged.~~

~~A student may not electronically record any SDMC employee or facility without written or explicit permission. This does not apply to school-sanctioned events or activities that may warrant such a recording. Additionally, students may not post to the Internet records of fights, acts of bully, assault, or battery, whether staged or real-regardless of time or location.~~

~~During any district, state, federally required assessment administration, if a student is found with an electronic device that reproduces, transmits, calculate, or records (e.g., a cell phone, camera, or calculator) in student pocket, at a student's desk, or within a student's reach during testing, the test will be invalidated. Additionally, the device will be confiscated, and the student will be subject to school discipline.~~

~~If school officials have reasonable suspicion that electronic items contain criminal activity, the device may be provided to law enforcement.~~

ELECTRONIC EQUIPMENT

The SDMC follows all State of Florida legislation in regard to electronic devices. This new legislation includes the following:

- Prohibits electronic devices from being used by elementary and middle school students during the school day.
- Prohibits high school use of electronic devices during instructional time, except as authorized, with teacher-designated storage areas and board-adopted usage zones.
- Provides exceptions for medical or educational needs.

SDMC students in elementary or middle school settings may not use cell phones or other non-district issued electronic items during the school day.

High school students may not use wireless communications devices during instructional time, except when expressly directed by a teacher solely for educational purposes or in designated areas determined by the school board or school administration.

A high school teacher shall designate an area for wireless communication devices during instructional time, and school administration will adopt rules governing the use of wireless communication devices by a student while on school property or in attendance at a school function, including rules (HB1105):

1. Designating locations within school buildings where a student may use his or her wireless communications device with the express permission of a school administrator.

2. Allowing the use of a wireless communications device by a student during the school day in accordance with:
   A) The student's individualized education plan;
   B) The student's 504 accommodation plan issued under s. 504 of the Rehabilitation Act of 1973; or
   C) A doctor's note from a physician licensed under chapter 458 or chapter 459 certifying in writing that the student requires the use of a wireless communications device based upon valid clinical reasoning or evidence.

Electronic devices include, but are not limited to, the following:

- music playback or streaming devices
- camera
- cellular phone (including the camera that may be part of the phone)
- video or digital recorder
- video gaming devices
- computer or tablet (unless specifically authorized for academic purposes)
- smart watches, smart glasses, or any other smart devices when used as a cellular device
- earbuds or headphones

Failure to comply with regulations set forth by the school, school district, or Florida law could result in confiscation of the device(s) and referral of "defiance" with appropriate consequence(s).

To ensure timely communication between the parent(s) or guardian(s) during emergencies, please be sure your emergency contact information is up to date.

TO REGISTER YOUR EMERGENCY CONTACT INFORMATION TODAY!

The school district, in cooperation with TIFF (To Inform Families First) urges you and your family to register your emergency contact phone numbers TODAY. In the event of an emergency, families can be notified more quickly through this service. On the Internet, simply log onto the following website as follows:

www.hsmv.state.fl.us

Click ONLINE SERVICES - EMERGENCY CONTACT INFORMATION

For more information on this important initiative click on:

www.toinformfamiliesfirst.org

Technology and Internet Safety Policy

Technology is an integral part of a student's educational experience and must be used in a way this is consistent with the goals of the School District of Manatee County (SDMC). Technology includes, but is not limited to, computers, tablets, other electronic devices, software, email, the Internet, and other network resources. Student use of technology is a privilege, and students are responsible for using it appropriately. This includes use of district technology while off school property. The following are improper uses of technology:

a. Photographing, recording, or using images of any person without their knowledge or consent.
b. Accessing pornographic or obscene images, language or materials, including screen savers.
c. Transmitting any material in violation of federal, state, local law, School Board policy, regulation, or the District Code of Student Conduct. This includes but is not limited to copyrighted material, threatening, obscene or pornographic material, test questions or answers, student work products, trade secrets, and computer viruses or malware.
d. Using technology for commercial activities unless explicitly permitted by the School Board.
e. Modifying the original SDMC pre-set software image including but not limited to loading software applications not authorized by SDMC, changing the computer name, changing or removing operating system extensions, altering security/filtering software, altering the pre-loaded operating system or application, or taking apart the computer for access to internal parts.
f. Downloading music, games, or videos at any time on a district computer.
g. Using cellular phones or other wireless communication devices during unauthorized times of the school day. Cellular phones, tablets, and other electronic devices may only be used on campus before or after school, unless a school has different policy restrictions, or students have permission from an administrator or designee.
h. Using email, instant messaging, texting, social media, web pages or other technology operations to threaten, disrupt, or interfere with the safety and welfare of the school community, including engaging in cyber-bullying, harassment, or "sexting."
i. Gaining or attempting to gain unauthorized access to SDMC networks, computer servers, or data files.
j. Gaining or attempting to gain unauthorized access to non-SDMC networks, computer servers, or data files utilizing SDMC equipment.
k. Using profanity, obscenity, or other language which may be offensive to another person, or reposting personal communications without the author's prior consent, when using computer network access.
l. Downloading or printing any material that is deemed inappropriate by the School District.
m. Attempting to log on to the SDMC network or other district-affiliated systems using another's identify or password.
n. Sharing of logins and passwords to the SDMC network.
o. Bypassing or attempting to bypass SDMC filtering software.

p. Unauthorized disclose, use and dissemination of personal information regarding students, unauthorized online access by students including hacking and other unlawful activities and access by student to inappropriate matter on the Internet is prohibited.

Note: There is no right or expectancy of privacy on district provided or owned technology. School officials may review any information or files on such technology at any time.

ARTIFICIAL INTELLIGENCE (AI)

- The School Board recognizes the positive impact that Artificial Intelligence (AI) technology and Natural Language Processing (NLP) tools may have in the District's educational program and operations.
- Any use of artificial intelligence technology in the District's educational program or operations must be in accordance with State and Federal law as well as Board policies.
- Unauthorized use of AI/NLP tools is considered a form of plagiarism per Policy 7540.03 and any student found using these tools without permission will be disciplined in accordance with the Student Code of Conduct.
- Students can use AI/NLP tools in the school setting if they receive prior permission/consent from their teacher, so long as they use the AI/NLP tools in an ethical manner including proper citation.
- Research assistance
- Data Analysis
- Language translation
- Writing assistance
- Accessibility

Violation of this policy may result in disciplinary consequences. Students may be disciplined for violations, up to and including suspension or expulsion. For additional information see School Board Policy 7540.03.

Use of Social Media

The School District of Manatee County allows schools, students, teachers, and staff to use social media for enhancing classroom learning and communication among members of the SDMV community. Student use of District-approved social media platforms must be consistent with all aspects of the Code of Student Conduct and must abide by Section 501.1736, Florida Statutes.

For School Board Policies regarding student use of social media, please see Policy 7544 "Use of Social Media," as well as Policy 7540.03 "Student Technology Acceptable Use and Safety." Those policies can be found in the School Board Policy Manual on the School District website at https://manateeschools.net/Page/2186. For Student Social Media Guidelines, please visit the "Parents and Students" page of the School District website at www.manateeschools.net.

~~**Disclaimer of Responsibility for Personal Property**~~

~~Although the school attempts to maintain a safe and secure environment, theft and loss do sometimes occur. All personal property in possession of the student should identified with the student's name. The school disclaims responsibility for any lost, stolen, broken or confiscated property. Parents send and student bring such items to school at their own risk. Students are expected to turn into the office any found times.~~

Parental Rights and Responsibilities

Parental Rights	Parental Responsibilities
To be treated fairly and respectfully by school administration, teachers, and staff.	Communicate respectively with school personnel
To be notified promptly if your child is disciplined for inappropriate behavior and the consequences for those actions.	To access information about the school board's policies and procedures.
To appeal disciplinary actions.	To provide your child's school with updated emergency contact information to include your address.
To receive pertinent, accurate, and timely information about your child's academic progress.	To ensure that your child follows the student code of conduct.
	To ensure that your child is in attendance and on time every day.
	To be actively involved in your child's education.
	Pay all student accumulated fines to ensure your child can participate in all school activities, including all extracurricular activities (e.g., prom, graduation, field trips).

Know Parental Rights

Be aware that when parents are divorced or separated, both parents have full rights to participate in the student's school activities and to know what is happening at school. The non-enrolling parent will not be allowed to withdraw the child from school without the permission of the enrolling parent. A non-enrolling parent has the right of access to student records and information unless a court order prohibits such access.

The Hope Scholarship Program

If have been subjected to a range of violent incidents on campus to include battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, assault, threat, intimidation, or fighting, parents may choose to withdraw their student from their zoned school and enroll them in another public school that has capacity, or to request a scholarship to attend an eligible private school. Requests for scholarships to participating private schools is on a first-come, first-serve basis and is subject to available funding and other restrictions, per F.S. 1002.40.

The role of parents, guardians, and families is critical to the healthy growth and development of each of our students. Some of the basic parent rights include:

- To be actively involved in their child's education.
- To be treated fairly and respectfully y the school administration, teachers and school staff.
- To access information about the Board's policies and procedures.
- To be notified promptly if their child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned.
- To appeal disciplinary actions taken.
- To received pertinent, accurate, and timely information about their child's academic progress in addition to ways you can help their children succeed in school.

School staff and parents must work together to maximize a student's success at school. We are committed to working with and supporting families and we request parents work with and support us. As a parent you are expected to:

Sign in at the Office

Parents must sign in through the Raptor System when they go to any school and before they are able to go anywhere else on the campus. (Parents must present their driver's license or official picture identification to be scanned for student safety issues.)

Be Involved

Participate in teacher conferences and school-parent activities such as Parent-Teacher Association (PTA) Parent-Teachers Organizations (PTO) meetings and School Advisory Council (SAC) meetings. Be actively involved in the learning process at home and in school, such as volunteering, collaborating with teacher on student performance in school, and fostering learning at home by providing children with appropriate assistance and monitoring of homework. Participate in student's elementary report card conference, which are schedule following the first and third quarters of the school year. School Board Policy 2111 Parent/Family Involvement may be accessed on the district website, or you may request a copy at the district office 215 Manatee Avenue West, in Bradenton.

Provide Information

Parents must provide their child's school their current telephone number, home address, work telephone number and emergency contact number. Parents must immediately notify the school of any changes in contact information.

Support School Rules

Parents should understand and support the rules in the District Code of Student Conduct and talk to their students about them.

Support Dress Code

Parents should teacher their children to follow the dress code as outlined in this document. Because school is a place to work and learning, dressing neatly and appropriately for school is very important.

Promote Punctuality

Parents should make sure their child arrive at school on time every days. Parents should be aware that if they live within two (2) miles of their child's school, School District transportation will not be provided unless required as a related service for a student with a disability.

Ensure Your Child's Safety

Parent should ensure their children arrive at school no more than thirty minutes before the start of the school day and leaves campus no more than thirty minutes after the school day or activity unless special arrangements have been made with a teachers, administrator or a before/after school care program. Supervision will not be provided beyond that time. Supervision for students attending school activities outside the regular school day such as clubs, dances, carnivals, practices and games will be provided 30 minutes before and after the activity. Be aware that school nursing services are not available at extracurricular activities or before or after the school day. It is the parents' responsibility to provide any medical needs for their children before or after the school day.

Comply with Safety Rules

Adhere to school developed, on-site traffic plans for vehicles when bringing students to school or picking them up after school. If students are walkers or bicyclists, encourage them to follow safety rules and use pedestrian-safety features where available.

Notify School of Absences

Parents should contact the school when their child is absent and explain the reason for the absence. It is recommended that the call be made the day of the absence, but parents do have 48 hours to notify the school. In situations specified in the attendance section, written documentation will be required by the school.

Notify School of New Addresses

Parents should notify the school principal in writing if a student moves to a new address. Parent must notify the principal within five days of the move. If the move is within the student's current attendance zone, the student may continue at the school and may be entitled to transportation. If a move occurs outside of the student'' attendance zone, in many cases the child may remain in the current school through the rest of the school year, but district transportation will not be provided. If the school discovers a student has moved and has not provided notification, the student could be assigned to an alternative school or considered to be "found out of that school's attendance areas." This could mean an immediate change of school for the student and the student could be deemed ineligible for athletics and other activities.

Support School Discipline

Work with school staff members to solve discipline or other problems. Parents should let the school know if something has happened at home that could affect how students behave in school.

Provide Correct Student Pickup Information

Be aware that only people whose names and contact information are listed on the enrollment Form may pick up a student from school during the school day. The enrolling parent should complete the Health Information Card. Identification must be shown to the office staff when someone signs out a student from school.

Pay Damages

~~Parents should be prepared to pay for any damage done to School Board property by their student. If payment is not made and the amount is substantial, the principal will refer the matter to the Superintendent.~~

~~**Reimburse School**~~

~~Parent should pay for lost or damaged books or other teaching materials. Failure to pay may mean no other books or materials will be given to the student, the student will not be able to participant in extra-curricular activities or the student will be required to pay the debt through community services at the school. The principal will make those decisions.~~

~~Per School Board policy, if the students cannot afford to pay for instructional materials or a fee that the student has incurred at the school, a letter may be submitted to the Superintendent seeking a waiver. Please consult School Board policy for the information necessary to request such a waiver.~~

~~**Know School's Delivery Policies**~~

~~Contact the school before delivering items for students. Allowing deliveries to students is at the discretion or each individual school.~~

~~**Comply with Cell Phone Policy**~~

~~If parents need to reach their children in an emergency during the school day, contact the front office. Pursuant to Section 1006.07, Florida Statues, "student may not use a wireless communication devise during instructional time, except when expressly directed by a teacher solely for educational purposes."~~

Know CHOICE Options

Parents who want their child to attend a different school, visit Office of Student Assignment and follow the CHOICE Student Assignment Plan procedures or call them at (941) 708-4971.

~~**Know Parental Rights**~~

~~Be aware that when parents are divorced or separated, both parents have full rights to participate in the student's school activities and to know what is happening at school. The non-enrolling parent will not be allowed to remove the child from school without the permission of the enrolling parent. A non-enrolling parent has the right of access to student records and information unless a court order prohibits such access.~~

Curricula and Instructional Materials

In accordance with 1006.28(2)(a) and 1002.20(19)(b), F.S. and School Board Policy 2520, parents have the right to learn about their minor child's course of study, to include the source of any supplemental instructional materials. Please review the Student Progression Plan for more information (insert link to the SPP) ~~Parents may request a copy of instructional materials from their child's teacher or may purchase certain materials with a written request to the school's principal. For parents who are interested in learning more about the types and nature of extracurricular activities and club offerings, please visit school website.~~

~~Parent or Manatee County residents who object of the purchase of specific instructional materials on the basis of moral, sexual, religious, or other perceived harms may complete a form available on the district website. The form must be submitted to the Curriculum Department within 30 days of~~

~~the district adoption of the specific material. Parents who object to specific content based on sexuality may also withdraw their minor child from those portions of the school district's required comprehensive health education instruction, with a written request to the school principal.~~

Classroom Transfers

An enrolling parent has the right to request his or her child be transferred to another classroom teach. Parents must formally submit the request in writing and the principal or designee shall approve or deny the transfer within 2 weeks after receiving such a request. If a request of transfer is denied, the principal or designee must notify the parent and specify the reasons for the denial. This provision does not give parents the right to choose a specific classroom teacher.

Classroom and Bus Removals

Per F.S. 1003.04, the parent of each public K-12 student must cooperate with the authority of the student's district school board, Superintendent, principal, teachers, and school bus drivers, according to F.S. 1003.31 and F.S. 1003.32, to remove the student from the classroom and the school bus and when appropriate and available, to place the student in an alternative educational setting, if the student is disobedient, disrespectful, violent, abuse, uncontrollable, or disruptive.

Healthcare Services

Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit the school website for further information.

Public Notices

The Family Educational Rights and Privacy Act (FERPA), affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

The right to inspect and review the student's education records within 30 days of the day the school receives a request for access. Parents or eligible students should submit the school principal a written request that identifies the record (s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where they records may be inspected.

The right to request amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write the school principal, clearly identify the parent of the record they want changed and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One expectation, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff); a person serving on the School Board; a

person or company with whom the school has outsources services or functions it would otherwise its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interests if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the school discloses education record without consent to officials of another school in which a student seeks or intends to enroll or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with requirements of FERPA.

The name and address of the Office that administers FERPA are:

Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue,

SW Washington, DC 20202-8520

Annual Notice: Student with Disabilities

Parents have the right to:

a. Have your child take part in, and receive benefits from, public education programs without discrimination due to his/his disabling condition(s).
b. Receive prior notice with respect to identification, evaluation, or educational programming for students.
c. Have students receive a free appropriate education.
d. Have students receive education services in facilities which are comparable to those provided to non-handicapped students.
e. Examine student records educational programming decisions made, based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
f. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to the parent than would be incurred if the student were placed in a program operated by the district.
g. Have student be given an equal opportunity to participate in non-academic and extracurricular activities offered by the district.
h. File a local grievance with the local school district's grievance officer.
i. File a complaint with the Office for Civil Rights (OCR).
j. Take action through Civil Court
k. Be represented by an attorney or legal counsel
l. Request an impartial hearing regarding district decisions concerning the identification, evaluation, or educational programming for the students. The parent/guardian and their legal representative will have full opportunity for participate.
    a. The hearing request must be made to the Superintendent of the District.
    b. The hearing will be held by an impartial hearing officer qualified to hear 504 proceedings.

Notification of Student Social Security Number Collection and Usage

In compliance with Florida Statute 119.07(5), this statement provides notification of the purpose for the collection and usage of student social security numbers by the School District of Manatee County. According to F.S. 1008.386, when a student enrolls in a public school in this state, the district school board shall requests that the student provide his or her social security number and shall indicate whether the student identification number assigned to the student is a social security number. However, a student is not required to provide his or her social security number as a condition for enrollment or graduation. A student satisfies this requirement by presenting to school enrollment officials his or her social security card or a copy of the card. The Department of Education shall establish a process for assigning a Florida student identification number to each student in the state, at which time a school district may not use social security numbers as student identification numbers in its management information systems. The Commissioner of Education shall assist school districts with the assignment of student identification numbers to avoid duplication of any student identification number.

Service Animals

Subject to specific guidelines, certification, and authorization by the School District of Manatee County, students with disabilities or other medical issues are permitted to have service animals accompany them during the school day. Service animals are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, alerting people to the presence of potentially deadly food allergens, pulling a wheelchair, alerting and protecting a person who is having a seizure, remind a person with mental illness to take prescribed medication, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Please contact your school administration for initiating the process of using an animal service in any Manatee County school. (S. B. 8390)

~~**Military Transfers**~~

~~Priority is given to the dependent child of active-duty military personnel transferring to the School District of Manatee County. Military transfer priority is granted only at the time of the initial military transfer to the district and does not apply to future county-wide program application periods. By state law, dependent children of active-duty military personnel transferring into the district are given first priority for placement at the time of their initial transfer. Students who participated in special program and extracurricular activities at their transferring schools will be given priority access to the same programs and extracurricular activities when available (F.S. 1003.05).~~

Notification of Availability of School Public Accountability Report

The annual school public accountability report is available online through the Florida Department of Education. Please visit the site and select Manatee County, then the appropriate school.

Video Surveillance on School District Property

In order to maintain a safe environment for students, staff and the public, and to control vandalism and criminal activity on School District Property, the district has installed and will utilize video surveillance systems on School District property, including school buses. Any activities recorded on the video cameras may be used for school discipline or for law enforcement purposes. Federal and state law governs disclosure and use of video material, and such material could become part of a

student's record. Requests for school videos are exempt under Florida Statute as well as FERPA-34 CFR s 99.12, unless under a subpoena.

Student Identification

Student must always have their student ID on them when they are on a school campus or on any district bus. If the school requires student to wear or otherwise display their student ID, then students must follow all procedures pursuant to that rule. Students must also display their student ID, and have it scanned each time they board a district bus.

Pledge of Allegiance

F.S. 1003.44 requires the Pledge of Allegiance be recited at the beginning of each school day. When the national anthem is played or the pledge is recited, students and all civilians shall stand at attention, men removing the headdress, except when such headdress is worn for religious reasons. When the pledge is recited, students shall stand with the right hand over the heart. With a written request by a student's parent or guardian, a student will be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention. When the Junior Reserve Officer Training Corps (JROTC) Color Guard presents the colors for the national anthem or Pledge of Allegiance at a school or district function, the audience is asked to rise before the procession begins from the back of the room. The audience remains standing after the pledge or anthem and during the entire time the Color Guard walks to the back of the room. The audience remains standing until the Color Guard is dismissed.

Moments of Silence

Per F.S. 1003.45, the principal of each public school shall require teachers in first-period classrooms in all grades to set aside at least 1 minute, but not more than 2 minutes, daily for a moment of silence, during which students may not interfere with other students' participation. A teach may not make suggestions as to the nature of any reflection that a student may engage in during the moment of silence. Each first-period classroom teacher shall encourage parents or guardians to discuss the moments of silence with their children and to make suggestions as to the best use of this time.

The Hope Scholarship Program

If you have been subjected to a range of violent incidents on campus to include battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, assault, threat, intimidation, or fighting, parents may choose to withdraw their student from their zoned school and enroll them in another public school that has capacity, or to request a scholarship to attend an eligible private school. Requests for scholarships to participating private schools is on a first-come, first-serve basis and is subject to available funding and other restrictions, per F.S. 1002.40.

How long is the Hope Scholarship?

Upon approval of Hope Scholarship, a student will be permitted to remain at the school of choice until he/she completes the highest-grade level available at the school.

The student is required to follow the District's published school rules and/or the Code of Student Conduct. Violation of District published rules and/or the Code of Student Conduct may result in the student being assigned to another School District of Manatee County school selected by the superintendent or the superintendent's designee.

If a student is attending a charter school or a school out of your assigned area under the School Choice Program, you may be suspended, expelled or reassigned during the school year as provided in this Code. Your school choice may additionally be revoked for non-attendance, habitual tardiness, or disciplinary issues, upon the recommendation of the principal. The principal's recommendation is subject to review and approval by the District Administrative Appeals Committee.

Entering Areas Intended for the Opposite Sex

Based upon legislative changes in the law, students who enter an area on campus designated for the opposite biological sex and refused to immediate leave when asked, there may be a criminal penalty for students age 18 and approved under F.S. 553.865. In addition, school discipline can be imposed for all students as outlined in the appropriate grade-level matrix for entering areas on campus designated for the opposite biological sex that will also include defiance. Schools will work with students who have privacy concerns for reasonable accommodations for all undesignated bathrooms.

Public Notices with Parent Opt-Out Provisions

Directory Information/Photographs/Publications

FERPA also requires that the School District, with certain exceptions, obtain written parental consent prior to the disclosure of personally identifiable information from a child's education records. However, the School District may disclose appropriate designated "directory information" without written consent, unless the parent has advised the district to the contrary in accordance with district procedures. The primary purpose of director information is to allow the School District to include this type of information from a child's education records in certain school publications. Examples include:

- A playbill, showing a student's role in a drama production.
- The annual yearbook.
- Honor roll or other recognition lists.
- Graduation programs and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and law enforcement agencies. If parents do not want the School District to disclose directory information from their child's education records without prior written consent, they must notify the district in writing by September 15th of each year or within 30 days or receiving this annual notice. The School District has designated the following information as directly information:

- Student's name
- Electronic mail address
- Photograph or other likeness (with parental consent)
- Date and place of birth

- Major field of study
- Date of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of athletic team members
- Degrees, honors, and awards received
- The most recent school attended

Note: Objecting to the release of directory information may results in your names, photograph and other directory information being excluded from yearbooks, sports programs, and other school publications. Both parents have a right to see the school records of their child unless there is a certified copy of a court offer on file at the school that specifically denies the right to access school records. Copies of school records are available for minimal copying charge. If you have any questions about these rights, please contact the school office.

Military Opt-Out Procedures

Under federal law, military recruiters are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students unless parents/guardians object to such release. Students or parents must notify the principal in writing if they do not want their name, address, and telephone number released to military recruiters without prior written parent consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless the student otherwise provides written notification to the principal. A military opt out form is available on the district web site: www.manateeschools.net. Students may also request a copy of the form at the school's main office.

Higher Education Opt-Out Procedures

Under federal law, institutions of higher learning are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students, unless student object to such release. Students or parents must notify the school principal in writing if they do not want their names, address, and telephone number released to institutions of higher learning without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection form that point forward unless otherwise provided with written notification to the principal.

Notification of Rights under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the district's conduct surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

1. Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education:
    a. Political affiliations or beliefs of the student or student's parent
    b. Mental or psychological problems of the student or student's family
    c. Sexual behavior or attitudes
    d. Illegal, anti-social, self-incriminating, or demeaning behavior
    e. Critical appraisals of others with whom respondents have close family relationships.

f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers
g. Religious practices, affiliations, or beliefs of the student or parents
h. Income, other than as required by law to determine program eligibility

2. Receive notice and an opportunity to opt a student out of:
   a. Any other protected information survey, regardless of funding
   b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or it's agenda, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law
   c. Activities involving collection, disclosure, or use of personal information that has been obtained to market or to sell or otherwise distribute the information to others
   d. In accordance with s. 1002.222(1)(a), the right to opt out of any district-level data collection not required by law.
3. Inspect, upon request and before administration or use, the following:
   a. Protected information survey of students
   b. Instruments used to collect personal information from student for any of the above for marketing, sales, or other distribution purposes
   c. Instructional material used as part of the educational curriculum. These rights transfer from the parents to the student who is 18 years old or an emancipated minor under State law. Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901.

AGENDA ITEM NO. 12.2

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend the Student Progression Plan, and Setting a Public Hearing on the Proposed Amendments at the Board Meeting Scheduled for July 29, 2025 (General Fund)

Executive Summary
The School Board annually approves the School District of Manatee County Student Progression Plan, which defines the criteria for graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes and current and local needs. The attached revisions and change log document the District's annual updates to Student Progression, Elementary School, Middle School, High School and K-12 - Virtual Education. Approving the advertising and setting of a Public Hearing assures compliance with the provisions of Section 120.54 (3) (a) 1, Florida Statutes.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval of advertising a notice of intent to amend the Student Progression Plan, and setting a public hearing on the proposed amendments at the board meeting scheduled for July 29, 2025 (General Fund).

Financial Impact
The cost to implement this agenda item will not exceed $250.00 for advertising in the newspaper. The funding source for this expenditure is the general operating fund and is included in the Board's approved budget for 2024-2025.

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

Attachments:
2025-26 Student Progression Plan Change Log
2025-26 SDMC Student Progression Plan - DRAFT TRACKED CHANGES

2025-2026 Student Progression Plan Change Log

Considerations:

- The title page date was changed to 2025-2026.
- The Table of Contents will be updated after final document revisions.
- Edits are included throughout the document that reflect simple grammatical and typographical changes as well as pagination and spacing. These do not affect the meaning or intent of the content in any way and are not included in the proposed changes below.
- Rationale for any policy changes will be stated; otherwise, changes are simply formatting, grammatical, or to clarify language.

Page/Section	Change Type	Change	Rationale
Cover page	Technical correction	Changed heading to reflect year and removed "notice"	Improve clarity for readers
Footer (all pages)	Technical correction	Date and text change to 2025-2026 Student Progression Plan	Updated to current year
Report Card (p.19)	Recommendation	Clarification on required adaptations of lessons to ensure content is accessible for ELLs.	Matches district expectations and practices
Reporting and Notification (p.21)	Legislative requirement	Revised requirements for intensive reading instruction to align with TAP s.1008.25(5). (8), F.S. Revised qualifications for math intervention instruction- "an educator with a bachelor's degree or higher who holds an active valid Florida Educator Certificate as defined in S. 1012.56, F.S. or a trained tutor as defined in paragraph (2)(c) of Rule 6A-6.0533"	Matches FLDOE Technical Assistance Paper guidance, Florida Statutes
Reporting and Notification (p.22)	Legislative requirement	Revised and moved language regarding targeted intervention to numbered list item #2: "Students who score a level 1 or 2 on a state assessment in reading and/or math should be provided additional diagnostic assessments to determine the need for intervention and to establish an intervention plan. Intervention plans should include:"	Improve clarity on the targeted intervention plan and steps to follow.
Required Instruction (p.25)	Technical correction, Recommendation	Removed reference to non-existent appendix. Added "The process to request an exemption is posted on the School District website."	Appendix no longer exists as of 2024-2025
Parental Rights (p.26)	Legislative requirement, District policy	Replaced text with language from Code of Conduct on parent rights related to curriculum and instructional materials.	Language clarity regarding current policy and procedures.
Mid-Year Promotion (p.28)	Technical Correction	Changed statute to reflect the correct number	Align to revised statute
Good Cause Criteria K-2 (p.30)	Recommendation	Removed the requirement for ELL committee meetings for Good Cause promotion.	Not required by statute or FLDOE
Good Cause Criteria (p.31)	Recommendation	Removed the requirement for ELL committee meetings for Good Cause promotion.	Not required by statute or FLDOE

Good Cause Criteria (p.32)	Recommendation	Updated Good Cause "6" to Good Cause "7" to reflect how the exemption is coded in Focus from state reporting	Alignment to Focus and district procedures
Good Cause Criteria K-2 (p.33)	Recommendation	Removed the requirement for ELL committee meetings for Good Cause promotion.	Not required by statute or FLDOE
Intensive Intervention (p.33)	Recommendation	Update heading to reflection reading AND Math as well as VPK	Clarification on section content
Intensive Intervention (p.33)	Legislative requirement	Add "immediately" for parental notification of a substantial reading deficiency	F.S.1008.25
Intensive Intervention (p.35)	Legislative requirement	Add: "Upon the request of the parent, teacher or school administrator shall meet to discuss the student's progress. The parent may request more frequent notification of the student's progress, more frequent interventions or support and earlier implementation of the additional interventions or supports described in the initial notification."	F.S.1008.25
Intensive Intervention (p.36)	Recommendation	Add: "It is best practice for the school to update the parent at least monthly of the student's progress in response to the intensive reding instruction and intervention. Upon the request of the parent, the teacher or school administrator shall meet to discuss the student's progress. The parent may request more frequent notification of the student's progress, more frequent interventions and earlier implementation of the additional interventions or support described in the initial notification."	F.S.1008.25
Middle School (p.37)	Technical correction	Added AVID acronym	Clarity
Intensive Instruction Waiver (p.40)	Recommendation, legislative requirement	Removed criteria to submit waiver.	Grade levels not applicable.
End of Year Grades (p.43)	Recommendation	Removed "each semester" and "therefore, they do not have an end of the year grade" from grade calculation statement.	Matches high school calculation methodology.
District Criteria for Enrollment in High School Credit Courses (p.46-47)	Recommendation	Revised all HS courses to remove GPA requirement and instead read: "The student must have earned a Level 3, 4, or 5 on the most current required state assessment in [standardized assessment] or have a teacher, counselor, parent, and/or administrator recommendation."; removed physical science honors option	Increases opportunities for enrollment in accelerated courses, physical science not offered in middle school
Awarding Grades and Credits for High School Credit Courses in Middle School (p.47)	Technical correction, Recommendation	Revisions for clarity and to match high school procedures; removed "dual enrollment" from first sentence in section; table updated to indicate year-long grading procedures with additional calculations for EOC courses.	Dual enrollment would be misleading in this context.

End-of-Course Assessment Waiver (p.48)	Technical correction	Removed “in order to”	Clarity
District Criteria for Enrollment in Advanced Middle School Courses (p.49)	Recommendation	Matches revision recommendations in the District Criteria for Enrollment in High School Credit Courses	Increases opportunities for enrollment in advanced courses
Program of Studies Grades 9-12 (p.52)	Recommendation	Part time enrollment option for students pursuing the 18 credit, ACCEL Diploma Option may be enrolled part-time with principal approval.	
Semester Grades (p.54)	Recommendation, Legislative requirement	Course grade table updated to indicate year-long grading procedure for EOC courses. Removed statement about credit recovery.	Matches legislative requirement and current practices re: credit recovery
Class Rank (p.55)	Technical correction	Removed “Beginning in the 2016-2017 school year…”	No longer applicable.
Credits (p.58)	Recommendation	Added “Courses with a required end-of-course (EOC) exam earn one (1) credit upon satisfactory completion of course requirements.”	Matches current procedures
Credits (p.59)	Recommendation	Extended waiver eligibility to 12th grade.	Clarity
AP (p.60)	Recommendation	Added information about home education students who take AP exams: “Home education students may be assessed a fee for test administration.”	Clarity for home education families
IB (p.61)	Technical correction	Corrected “community colleges” to “colleges”	Aligns to state naming for colleges
Advancement Via Individual Determination (AVID) (p.62)	Recommendation	Added Pre-IB and Pre-AICE to list of weighted courses that AVID students may take.	Represents all program offerings
Postsecondary Dual Enrollment and Early Admission (p.62)	Recommendation	Added “The requirements for dual enrollment programs are pursuant to F.S. 1007.271.”	F.S. citation
Participation in the Graduation Ceremony (p.68)	Recommendation	Clarification and requirements on who is eligible to walk in the graduation ceremony.	Clarifies requirements for families and schools
Diploma Designations (p.70)	Recommendation	Added criteria URL for Seal of Fine Arts	Matches other diploma designation sections
Mathematics (p.71)	Recommendation	Removed sentence indicating that completing Algebra 1A and Algebra 1B satisfied the Algebra 1 requirement	Compliance with district math course progression

Science (p.72)	Recommendation	Updated science language to match Florida requirements and current procedures	Compliance and clarity
Health Opportunities through Physical Education (HOPE) (p.73)	Legislative change	Added “Completion of 2 years of marching band shall satisfy the one-credit requirement in physical education or the one-credit requirement in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an individual education plan (IEP) or 504 plan."	Added in HB 1105
Health Opportunities through Physical Education (HOPE) (p.72)	Recommendation	Struck through language stating that teen dating and violence were included in HOPE curriculum.	We do not reference other required instruction.
Assessment Requirements (p.73)	Recommendation	Deleted table in SPP and added: “For a complete list of current concordant/comparative scores for statewide assessments, see F.A.C. 6A-1.09422 or the State Assessments for High School Graduation section of the Florida Department of Education’s Graduation Requirements page.”	The FLDOE list changes regularly, so its more efficient to refer readers to the state sources.
Assessment Requirements (p.73)	Recommendation	New language regarding government: “Beginning with the 2021-2022 school year, students taking a U.S. government course are required to take the Florida Civics Literacy Exam. Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4). For a list of courses that meet this requirement, visit https://www.fldoe.org/core/fileparse.php/5663/urlt/2425K12FCLEFactSheet.pdf”	Courses required the FCLE have been updated, so this section was updated to link to FDOE’s list.
Students Currently Holding a Certificate of Completion (p.73)	Recommendation	Revised sentence that stated students can use SAT and ACT to meet graduation requirements to reflect all concordant testing.	Includes other assessment measures for concordance
ACCEL Diploma (p.75)	Recommendation	Removed full-time enrollment requirement for ACCEL diploma.	Allows schools to design custom schedules to support students working towards graduation
ESE (p.78)	Updated Language	Remove qualifier: “Effective school year 2014-2015”	No longer needed, any previously affected students have graduated or aged out of school at this point.
ESE (p.79)	Legislative alignment	Add “as assigned by their IEP” to the paragraph differentiating the difference between types of assessments for students on Access Points	Updated testing options
ESE (p.79)	Legislative alignment	Change: “portfolio of quantifiable evidence for course not measured by a state standardized assessment” TO “FAA Performance Task Assessment.” Change: “Refer to graduation option chart” to “FAA Datafolio Assessment.”	Updated testing options

ESE (p.80)	Technical correction	Delete “in 2014-15 and thereafter”	No longer needed
ESE (p.83)	Updated Requirements	Remove section: “A student with a disability who receives a certificate of completion and has a TIEP that prescribes special education, transition planning, transition services, or related services may continue to receive free and appropriate public education (FAPE) until the student’s 22nd birthday.”	Certificate of Completion is no longer a graduation option.
College Readiness (p.85)	Alignment to FLDOE	Added CLT10 scores for college readiness	Addition to FLDOE college readiness scores

2025-2026 Student Progression Plan

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through 12. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes and current and local needs.

Changes may be made to the School District of Manatee County Student Progression Plan at any time pending new legislation or interpretation of legislation from the Florida Department of Education.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students.

For purposes of this document, pursuant to Florida Statute, "Parent" is either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent (FS 1000.21(6)).

For more information, see Florida Department of Education website – www.fldoe.org.

School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770

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General Information (K-12)

I. Admission and Enrollment

To enroll a student in school in the School District of Manatee County (SDMC), the parent must have physical custody of the student at least 50% of the time and certify that fact on the enrollment form. The address of the enrolling parent will be used for purposes of pupil assignment to a school. If parents are separated or divorced, the student will not change schools when the student stays with the non-enrolling parent, unless there has been a documented change in custody.

For the purpose of this policy, the term "parent" is defined as either or both biological or adoptive parents of a student, or any legal guardian of a student. The term "legal guardian" includes any guardian established by court order or a guardian-in-fact established by the filing of a proper Guardianship Affidavit with the District.

Stepparents have no legal rights regarding enrollment and school activities, unless guardianship to act on behalf of the spouse is established. A "change in custody" occurs when a child who was living with the enrolling parent at least 50% of the time no longer lives with the enrolling parent at least 50% of the time. The enrolling parent will not be changed unless both parents agree, changes to the parenting plan or other legal documentation is presented expressly directing this change and/or there is a change of address outside of the zoned school boundary.

Any Florida student who resides outside of Manatee County who wishes to attend the School District of Manatee County must have permission from both the school district of his or her residence and the Manatee County School District. The Superintendent or designee is authorized to give permission. Students must apply annually; any student who receives permission prior to the start of the school year will be granted permission for the upcoming school year only. Any student receiving permission to attend after the first day of school will be granted permission to complete the current school year only. The student must maintain acceptable attendance, discipline, and academic requirements. The student does not have a property interest in attending the school, and the Superintendent may revoke the student's permission to attend at any time.

First Enrollment

Prior to the student's first day, the school must have received the documentation detailed below as required by Section 1003.21, Florida Statutes. Enrollment at Manatee schools may be completed at the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration).

Students may only be released from school to those who are listed in the Pick-Up/Emergency Contact list completed during registration. The enrolling parent is responsible for notifying the school of any updates or changes to the information given during registration.

For students who are experiencing homelessness and do not have access to the required documents, please see the general information section 4.9 Homeless Students on page 12.

Florida Statute 1003.21 requires a child be five (5) years old on or before September 1st. Parents who provide a

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passport for proof of age must also provide documentation of proof of parentage, proof of legal custody and/or guardianship, or any other evidence that one is a parent as that term is defined under F.S. 1000.21(6). In the event that such documentation is not available, the person registering the child must present, at the time of registration, an affidavit sworn to by the parent, that he/she is the parent, legal guardian, or otherwise as defined by the statute above.

1. Verification of Age - One of the following documents must be provided:
    - An original or certified copy of child's birth certificate
    - A certificate of baptism, accompanied by parent's affidavit
    - An insurance policy
    - An original or certified copy of a religious ceremony certificate, accompanied by Parent's Affidavit
    - A passport
    - A copy of the student's school record
    - An affidavit of age sworn by parent, accompanied by a medical practitioner's statement
2. Evidence of immunization against communicable diseases

Florida law (1003.22 F.S.) requires that students attending Florida schools, (public, private and charter) have the following documentation on file in their school health records:

- Health exam (DH-3040 or equivalent) COMPLETED and SIGNED by a health professional who is licensed in Florida or in the state where the student resided at the time of the health examination and who is authorized to perform a general health examination under such licensure. The exam must be completed within the 1 year prior to the child enrolling in a Florida School. Children are not admitted to school without a health exam. Contact a medical provider (doctor/clinic) for a school health exam (DH-3040).
- Immunization Documentation:
    - Certificate of Immunization (DH 680) with all immunization dates completed and/or updated by the medical provider. Students entering the designated grade levels are required to show proof of these vaccines or a valid medical exemption before entry into school; or
    - Religious Exemption from Immunization (DH 681)

3. Proof of Manatee County Residency -Schools will accept one of the following sets of documents:
    - A copy of a current water bill, electric bill, lease agreement, or proof of home ownership in parent's name, with address and name of parent/legal guardian as receiving the service
    - A copy of a Migrant Services Certificate of Eligibility
    - An official letter from company which is providing housing with name of parent (for example, migrant camp)
    - A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

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If the parent cannot provide one of the listed requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

4. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any special education records (such as IEP) that might assist in placement of students in the appropriate classes:

- Last report card
- Withdrawal Form
- Proof of attendance and successful completion of kindergarten for a 1st grader who attended a private kindergarten for a full year
- Copies of any special education records such as evaluation reports, eligibility forms, IEP, 504, or EP.
- Transcripts are required for students with high school credit to determine progress toward graduation

Entry from another Manatee County School

Upon initial admission or entry from one attendance zone to another in SDMC, evidence of residence must be presented to the receiving school. All addresses are subject to verification by the School Board.

Parent must provide the following documents:

1. Manatee School Enrollment

   Manatee School Enrollment may be completed at the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). Changes can only be made by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section. The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration.

2. Proof of Manatee County Residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

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If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

3. Withdrawal form from previous school.

Entry from a Public or Private School within Florida

Parent must provide the following documents:

1. Manatee School Enrollment

   Manatee School Enrollment may be completed at the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). Changes can only be made by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration.

   The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration.

2. Proof of Manatee County residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project HEART Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

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3. Withdrawal form from previous school.

4. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any special education records (such as IEP) that might assist in placement of students in the appropriate classes:

a. Last report card
b. Withdrawal Form
c. Proof of attendance and successful completion of kindergarten for a 1st grader who attended a private kindergarten for a full year
d. Copies of any special education records such as evaluation reports, eligibility forms, IEP, 504, or EP.
e. Transcripts are required for students with high school credit to determine progress toward graduation
f. Students that have reached the age of 7 or above who do not have proof of prior education via homeschool, private or traditional school transcripts will be placed at an age-appropriate grade level.

Entry from Home Education

Students who are participating in a home education program may be admitted to SDMC on a full-time or part-time basis. The student seeking entry must meet the same registration requirements as full-time students [F.S. 1002.41]. Students transferring to SDMC from home education as full-time students must have documentation to verify academic history in the form of a transcript, annual evaluation, or portfolio as outlined in section 1002.41 F.S. Home education students must register for all courses prior to the start of the semester they will attend. Home education students who are excluded from a class because the course is not offered or due to space limitations at their zoned school may be assigned to another school if there is available space.

The school principal will establish the time and place for arrival and departure of home education students. SDMC is not responsible for the transportation of students in a home education program to or from the school. Students who attend on a part-time basis are subject to all applicable rules and regulations pertaining to full-time students. Students who are participating in a home education program may participate in extracurricular activities. Participation is on a space available basis, and students must meet the same registration requirements as full-time students [F.S. 1002.20(18)(b)].

Over-Age Students Who Interrupt Their Education

The following procedures are to serve as a guide for appropriate placement. The final decision will be made by the school principal of the regular school and the Supervisor of Alternative Education.

1. Except as provided in (4), (5), (6), and (7) below, a student seventeen years of age or older who has interrupted his or her high school education and who subsequently desires to enroll in Manatee County Public Schools may enroll in county adult programs or alternative programs. The student may not enroll in a regular high school except in extenuating circumstances approved by the principal of the regular school and the Supervisor of Alternative Education. The principal will determine if enrollment is

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appropriate. Parents of students who are not enrolled may appeal the principal's decision to the Executive Director of Secondary Education.

2. Except as provided in (4), (5), and (6) below, students may not enroll in or continue in a regular high school for more than eight semesters, unless the principal approves the enrollment beyond eight semesters. The principal will consider the reason the student wants to continue high school, the educational progress to date, and the student's commitment to education. If the principal does not approve enrollment in the regular high school beyond the eight semesters, the student may enroll in county adult programs or alternative programs. The semester count begins the first semester a student enrolled in ninth grade at any public or private school.

3. Except as provided in (4) below, students may not enroll in or continue in a regular high school if they cannot earn the number of required credits to graduate by their 20th birthday. The student may enroll in county adult programs or alternative programs.

4. For students with disabilities who have not graduated with a Standard Diploma, the district will provide services until the end of the school year in which the student turns 22 years old, providing that the student was 21 years old on the first day of school.

5. English Language Learners (ELL) who have completed the credits required for graduation and who have failed to meet the 10th grade standards as measured by the required state assessments shall be eligible for compensatory education for "a thirteenth year" as provided in Section 1003.433.F.S. Students who have an ELL Entry Date of two or fewer years may be eligible for the Alternate Pathway for ELLs to meet the ELA graduation requirement (1003.433(3), F.S.).

6. If a foreign-born ELL student without records enters school, the student must be placed age appropriately (14= 9th grade, 15= 9th or 10th grade, 16=10th grade, and 17=11th grade), and the Uniform Transfer Records Guideline Verification Process must be followed.

7. Per the State of Florida Consent Decree and the Office of Civil Rights, no student may be denied enrollment in the regular high school program on the basis of refugee status or limited English proficiency. Students who qualify for ELL services must be placed age appropriately if no official transcript is available.

8. Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records Guidelines.

School Choice Options

The School Choice Program shall provide an opportunity for all students in Manatee County to apply for assignment to any district school. Approval of School Choice applications will be by school, program, and building capacities as well as the Board's goal of maintaining a student population at every district school which reflects the district's overall socio-economic distribution of population.

Applications to participate in the Voluntary School Choice Controlled Open Enrollment Program shall be available at all school sites via the parent kiosk and through the parent portal and the Office of Student Assignment during the School Choice Open Enrollment period. This application shall be completed by the

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student's enrolling parent and submitted to the designated office prior to the close of the School Choice Open Enrollment period. Students who have been approved through the Controlled Open Enrollment process to attend a school out of their assigned area will be governed by the following rules:

1. High school athletic eligibility at the Choice school will be determined according to the provisions of the Florida High School Athletic Association (FHSAA). If there is a question regarding the eligibility of any student, FHSAA procedures shall be followed.
2. Students receiving School Choice are approved through the completion of the highest grade level at that school. The Choice school, therefore, becomes the student's assigned district attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for severe attendance or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.
3. Students who are approved for Choice are expected to continue in attendance at the Choice school throughout at least one school year and may then apply for a different school, including their original boundary assigned school, but only through application during the School Choice Open Enrollment period.
4. Other School Choice options include: An appeal process for Hardship Transfers, Home Education, Manatee County Virtual Programs, and Enrollment in Charter Schools.
5. Students can only be in attendance at one school as assigned by the Office of Student Assignment other than being enrolled in a virtual or home school program.

Homeless Students

Homeless students are children and youth who lack a fixed, regular, and adequate nighttime residence and include children who are:

1. Sharing the housing of others due to loss of housing, economic hardship, or a similar reason;
2. Living in motels, hotels, travel trailer parks, or camping grounds due to the lack of alternative accommodations;
3. Living in emergency or transitional shelters or abandoned in hospitals;
4. Sleeping in a place that is not ordinarily used as a sleeping place for human beings;
5. Living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
6. Migrant and living in one of the above.

Homeless children and youth shall be immediately enrolled even if the student is unable to provide documents that are typically required for enrollment, such as previous academic records, records of immunization and other health records, proof of residency, or other documentation. Enrollment means permitting the student to attend classes and participate fully in school activities. Although the McKinney Vento Act is silent on the

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definition of "immediate", the standard dictionary definition is "without delay"; therefore, the student must begin attending classes and participating fully in school activities without delay. Generally, that would mean the same or the following day. Families claiming to be homeless and needing enrollment assistance should be referred to Project HEART Homeless Education Program, and the family will be provided with a residency letter for proof of residency.

Homeless children and youth shall be immediately enrolled even if students are unable to produce immunization or other required health records, recognizing that families and youth who are homeless are frequently unable to obtain and keep copies of records. The vast majority of homeless students have been enrolled in school before and have had required immunizations. These records should be a part of their school records. Since the enrolling school is required to contact the previous school for records, the information should be available quickly. The enrolling school and the District Homeless Liaison should work together to get immunization records as soon as possible. If a student has not had immunizations, initial doses should be administered as soon as possible. Families claiming to be homeless and needing to enroll without immunization records and/or a physical examination should be referred to Project HEART Homeless Education Program, and the family will be provided with a 30-school day waiver to help them acquire the necessary documentation for their records.

Unaccompanied children and youths not in the physical custody of a parent and living in homeless situations are defined as unaccompanied homeless students. Unaccompanied homeless students have the right to self-enroll and should be referred to Project HEART Homeless Education Program for enrollment assistance and other services.

When it is in the student's best interest and it is the wish of the parent, or it is the wish of an unaccompanied youth, homeless students can continue to attend the school of origin. The school of origin means the school that the student attended when permanently housed or the school in which the student was last enrolled. Formerly homeless students can also continue at the school of origin for the remainder of the school year in which they obtain permanent housing.

If the District Homeless Liaison assigns a homeless student to a school other than the school of origin, a written explanation must be provided to the parent, including the right to appeal the decision.

If there is a dispute regarding school selection or enrollment, the student shall be immediately admitted to the school of origin or assigned zone school as requested by the parent and transportation provided to and from the school of origin, pending resolution of the dispute.

The case must be referred to Project HEART Homeless Education Program to ensure the resolution process is carried out as quickly as possible. Project HEART Homeless Education Program will convene a review committee including a representative from the transportation department and the Superintendent's designee.

Parents may appeal an unfavorable decision to the Supervisor of Student Assignment. The decision of the Supervisor of Student Assignment may be appealed to the Superintendent who is vested with the authority to place students in the school which is in their best interest. The Superintendent will render the final local decision concerning school placement. Parents have the right to appeal to the Florida Department of Education.

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Transportation will be provided for a homeless student to and from the school of origin for the remainder of the school year. Homeless students needing transportation assistance to school of origin should be referred to Project HEART Homeless Education Program.

Transfer Students from Out of Country

Students who transfer to a School District of Manatee County site without records should be placed age appropriately. The student's age on September 1 of the school year in which enrollment occurs should be used to determine "age" at entry. Coordination with the school-based ELL Committee is recommended to assist in course placement for such students. Students cannot be denied access to free and appropriate education due to lack of academic records. If an out-of-country student without records enters school, the student must be placed age appropriately, and the Uniform Transfer of Records Guideline Verification Process must be followed.

Students who indicate "yes" on the Home Language Survey during enrollment must be assessed for language proficiency within the first 20 days of enrollment. Students eligible for English Language Learner (ELL) services are entitled to equal access to programs, such as early childhood, vocational, and adult education programs. ELL students should not be restricted for reasons related to limited English proficiency. Students must receive understandable instruction, not necessarily in their native language.

State Uniform Transfer of Credit Guidelines for Middle School

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (2) of this rule.
2. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure, as outlined below.
3. Alternative Validation Procedure:

   If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district's Student Progression Plan shall be used for validation purposes as determined by the teacher, principal, and parent.

   a. Portfolio evaluation by the principal or designee, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course;

   b. Demonstrated performance in courses taken at other public or private accredited schools;

   c. Demonstrated proficiency on nationally-normed standardized subject area assessments;

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d. Demonstrated proficiency on the required state assessment; or

e. Written review of the criteria utilized for a given subject provided by the former school.

State Uniform Transfer of Credit Guidelines for High School Credit Courses

The guidelines for students transferring from out-of-state or out-of-country, including ELLs, into a Florida public school are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value. Credits for courses requiring an EOC will be accepted based on state statute.

If validation of the official transcript is deemed necessary, or the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should earn a grade of "C" or better at the end of the first grading period in that course. Students must be provided at least 90 days from date of transfer to prepare for assessment, if required. Students who are not validated based on the performance requirement shall have courses validated using the Alternative Validation Procedure as described below:

a. Portfolio evaluation by the principal or designed, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course

b. Demonstrated performance in courses taken at other public or private accredited schools;

c. Demonstrated proficiency on nationally-normed standardized subject area assessments;

d. Demonstrated proficiency on the required state assessments or other required state assessment; or

e. Written review of the criteria utilized for a given subject provided by the former school.

Homeschool transfer student(s) must enter by the first semester of their 11th grade year to be included in class rank.

2. Students who enter a Florida public school at the 11th or 12th grade from out-of-state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements if the student has met all requirements of the school district, state, or country from which they are transferring. However, to receive a Standard High School Diploma, a transfer student must earn a 2.0 grade point average and pass the required state assessment(s) or an approved alternative assessment. The approved alternative assessments are the PSAT, ACT, SAT, and CLT.

3. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

4. A dependent child of a member of the United States Armed Forces who enters a public school at the 12th grade level from out of state or from a foreign country and provides satisfactory proof of attaining a score on an approved alternative assessment that is concordant to a passing score on the

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required state assessment(s) has satisfied the assessment requirement for a Standard High School Diploma. In lieu of testing requirements for graduation in a school of the receiving state, states shall accept exit or end-of-course exams required for graduation from a school in the sending state or national norm-referenced achievement tests or alternative testing.

II. Withdrawals

Withdrawal to a School Outside of the District

Parents withdrawing a student from a School District of Manatee County site to another school district must complete a withdrawal form at the school. This form is a record of the student's grades up to the last date of attendance. All books must be returned and any fines resolved prior to withdrawal.

The enrolling school will request official records. The registrar will scan the withdrawal form and any remaining hardcopy documents into Scribbles and direct the enrolling school to the Records Management website to request official records.

Withdrawal to a School within the District

Parents withdrawing a student from a School District of Manatee County site to another School District of Manatee County school must complete a withdrawal form at the school.

This form is a record of the student's grades up to the last date of attendance. All books must be returned and any fines resolved prior to withdrawal.

The enrolling school will request official records. The withdrawing registrar will scan the withdrawal form and any remaining hardcopy documents into Scribbles and advise the receiving registrar once complete. The enrolling registrar will submit a service desk ticket via the SSO to have the student transferred to their school in Scribbles.

III. Reporting and Notification

Annual Reporting

1. Each district must annually publish to the public and report in writing to the State Board of Education by September 1 of each year the following information on the prior school year: the provisions of student progression and the district's policies and procedures on student retention and promotion
2. by grade, the number and percentages of all students in grades 3 through 10 performing at level 1 and 2 of the required English Language Arts (ELA) state assessment
3. by grade, the number and percentages of all students retained in grades 3 through 10
4. information on the total number of third grade students who were promoted or placed for good cause by each category of good cause
5. any revisions to the district's policy on student retention and promotion from the prior year.

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The Instructional Services departments have the responsibility to ensure this information is printed prior to September 1st each year.

Allocation of Resources

Remedial and supplemental instructional resources must be allocated and spending prioritized as follows:

1. First, to VPK students who have a substantial deficiency in early literacy or early mathematics skills and students in grades K- 3 who have a substantial deficiency in reading or the characteristics of dyslexia and to students in grades K-4 who have a substantial deficiency in mathematics or the characteristics of dyscalculia.
2. Second, to students who score below grade level on required state assessments, including:
    a. Students in grades 3-10 who score Level 1 or 2 on required state assessments in English Language Arts (ELA) or mathematics or who fail the End of Course (EOC) Exam;
    b. Students in grades 11-12 who do not meet the required state assessments or EOC graduation requirement in English Language Arts (ELA) or mathematics.
3. Third, to students who failed to meet the performance levels required for promotion.

Participation in District and State Assessments

All students in grades Pre-K through 12 must participate in Florida's statewide assessments and progress monitoring system as required by Florida Statute. District progress monitoring assessments are also administered to K-12 students at intervals throughout the year. Schools will participate in assessments for learning as indicated in the District Assessment Schedule.

Reporting to Parents:

The district will provide student's results on state assessments and district-required local assessments to the student and his/her parent within 1 week of those results being received by the district. The student's progress toward achieving state and district requirements for proficiency in core academic subject areas shall be reported quarterly by the district school board to each student and his/her parents. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments and other relevant information.

All written and oral communication between school district personnel and parents of current or former English Language Learners shall be in the parents' primary language or other mode of communication commonly used by the parents, unless clearly not feasible (6A-6.0904).

Report Card

The report card must clearly depict the following:

1. The student's academic performance on grade level in each class or course, which in grades K through 12 must be based upon achievement of the State Standards as evidenced by class work, tests, and other academic

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performance indicators;

2. The student's citizenship and behavior. Citizenship marks are "E, S, N, U (E-Excellent, S-Satisfactory, N-Needs Improvement, U- Unsatisfactory) for kindergarten, first, and second grade and E, S, I, N, U (E-Excellent, S- Satisfactory, I-Improving, N-Needs Improvement, U-Unsatisfactory) for third through fifth grades. Secondary marks are 1, 2, 3, or 4 (1-Excellent, 2-Satisfactory, 3-Needs Improvement, 4-Unsatisfactory); and

3. The student's attendance, including absences and tardies.

The student's final report card for a school year shall include a statement indicating end-of-the-year status regarding performance or nonperformance at grade level (has/has not performed satisfactorily at grade level); acceptable or unacceptable behavior (has/has not demonstrated acceptable behavior); attendance (has/has not met district attendance requirements); and promotion or non-promotion (has/has not met promotion requirements at this time). The end-of-the-year report card must indicate promoted, retained, or placed for good cause.

Each English Language Learner receiving English for Speakers of Other Languages (ESOL) services is graded based on his/her academic progress at his/her level of English proficiency using ACCESS 2.0 for ELLs assessment results. The teacher must document that accommodations and strategies of instruction and assessment were employed, which allowed the student to demonstrate progress in the achievement of the benchmarks and grade-level expectations. A grade of "Unsatisfactory," "D," or "F" may only be assigned to an English Language Learner receiving ELL services if he/she received appropriate accommodations and strategies in instruction and assessment, and the student demonstrated no progress toward achieving the standards and grade-level expectations at his/her level of English proficiency. These adaptations and strategies must be documented in teacher lesson plans. School administrators in charge of teacher evaluation are responsible for ensuring that teachers are adapting instruction and assessment to provide comprehensive instruction to ELL students.

A student with a disability who is taking standardized state assessments, such as required state assessments, is graded on his/her achievement of the standards, benchmarks, and grade-level expectations appropriate for his/her grade using the standard report card. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's Individual Education Plan (IEP). Per state rule 6A-1.0943, a student with a significant cognitive disability may participate in the Florida Standards Alternative Assessment if the eligibility requirements for Florida Standards Alternate Assessment are met and documented on the IEP. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's IEP. The student will be graded on his/her achievement of the Access Point Standards using the standard report card.

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Progress Reports

Schools will notify students and parents of the student's mid-term academic progress (3rd-12th grades). For English Language Learners, the progress report comments are translated into the home language of the English Language Learners when feasible. If appropriate, schools will make the Spanish and Haitian Creole translation of the progress reports available to parents and inform parents in the comments section of the

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progress reports that, "the English Language Proficiency Level is taken into consideration when planning instruction, assessments, and grading for English Language Learners."

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter progress report.

IV. General Curriculum Information

Curriculum Additions or Modifications

Any curriculum modification being considered by a school must be submitted on the Request for Program Additions or Modifications form and reviewed by members of the Instructional Division and submitted to the Deputy Superintendent for Instructional Services prior to any changes being implemented at the school level. Florida Statute requires all courses offered in the State of Florida be aligned to the State Standards. Curriculum for English Language Learners is not modified, but lessons and school-based assessments should be adapted to a student's level of English proficiency.

District Homework Guidelines

The School District of Manatee County acknowledges the educational validity of homework as an extension of the instructional program.

Clarification: Homework shall typically refer to those assignments that are meaningfully prepared by the classroom teacher for students to complete outside of the school setting to reinforce and extend the curriculum taught within the classroom.

Purpose:

1. Homework is designed as a reinforcement tool to deepen the understanding of concepts and provide practice for the mastery of skills formally instructed in the classroom.
2. Homework is designed to promote student responsibility and independent work habits.

Guidelines for Homework:

1. Homework assignments shall be based on the abilities of the students.
2. Homework shall not be used as a punitive measure.
3. Homework assigned for reinforcement shall be done outside of class time.

Teacher Expectations:

Teachers will monitor completion of homework and provide appropriate, graded feedback in a timely manner to students. Teachers should collaborate, whenever possible, to ensure that the amount of homework assigned to any one student is not excessive.

Multi-Tiered System of Supports (MTSS)

The District's Multi-Tiered System of Support (MTSS) provides high quality instruction and intervention

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matched to student needs using learning rate over time and level of performance to inform instructional decisions. The MTSS framework is a continuum of integrated academic, behavioral, mental health, and attendance supports reflecting the need for students to have fluid access to instruction and supports of varying intensity levels. To ensure efficient use of resources, schools begin with the identification of trends and patterns using school-wide and grade-level data.

Within the MTSS framework, resources are allocated in direct proportion to student needs. Data collected at each tier is used to measure the efficacy of supports so that meaningful decisions can be made regarding what instruction and intervention should be intensified and/or maintained. Students who need instructional intervention, beyond what is provided universally for behavioral and academic content areas, are provided with targeted, supplemental interventions delivered and embedded within the content area courses, individually or in small groups, at increasing levels of intensity. Throughout the continuum of instruction and intervention, planning/problem-solving is used to match instructional resources to educational need. Teams continue to engage in instructional planning and problem-solving to ensure that student success is achieved and maintained. Regular communication between problem-solving teams (i.e., Instructional Leadership Team led by the principal, the Teacher Collaborative Teams, the Intensive Support Team (IST), Individual Education Plan Team, MTSS-Behavior Team), where data-based problem solving is occurring, will guide the appropriate intervention needs.

Intervention, Remediation and Progress Monitoring

Students must participate in Florida's statewide assessments and progress monitoring. Each student who scores below Level 3 in reading or mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate instruction and intervention using the problem-solving process within the MTSS framework.

In consultation with the student's parent, the school in which the student is enrolled must engage in the problem-solving process to develop and implement an intervention plan which includes a progress-monitoring plan. The Multi-Tiered System of Support framework (MTSS) will serve as a guide for identifying students in need of tiered interventions and progress monitoring. The problem-solving cycle, which is an integral part of the MTSS framework, should be used to match interventions with areas of need. A student who is not meeting the school district or state requirements for proficiency in reading and/or mathematics shall be covered by at least one of the following plans to target instruction within the MTSS framework and identify ways to improve his or her behavioral and/or academic achievement:

1. a federally required student plan, such as an individual education plan;
2. a school-wide system of progress monitoring for all students;
3. a targeted individualized intervention plan that includes a progress monitoring plan.

The plan chosen must be designed to assist the student or the school in meeting state and district expectations for proficiency. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, and mathematics must continue to be provided with remedial or supplemental instruction until:

1. the expectations are met;

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2. the student graduates from high school; or

3. the student is not subject to compulsory school attendance.

Problem solving teams should monitor students' responses to intervention and engage in problem solving as needed to ensure positive student response to intervention.

In addition to an intervention plan, which includes progress monitoring, 3rd- 10th grade students, performing at Level 1 or Level 2 on required state assessments, must receive intensified support the following year. An Early Warning System and Elementary Reading Decision Tree will be used by problem-solving teams to identify K-5 students in need of supplemental and intensive supports in the areas of behavior, attendance, and academics. Evidence-based, explicit, systematic, and multi-sensory reading intervention strategies grounded in the science of reading must occur beyond the 90-minute literacy block with frequent, ongoing progress monitoring for students identified as having a substantial reading deficiency. Students identified as having a substantial reading deficiency must receive intervention instruction from a teacher who is reading endorsed, certified, or has earned a literacy micro-credential. Mathematics intervention may be integrated within the student's current mathematics class or before or after school in grades K-4. Students identified as having a substantial mathematics deficiency must receive intervention instruction from an educator with a bachelor's degree or higher who holds an active valid Florida Educator Certificate as defined in s. 1012.56, F.S. or a trained tutor as defined in paragraph (2)(c) of Rule 6A-6.0533.

In addition to an intervention plan, which includes progress monitoring, middle and high school students performing at Level 1 or 2 on Florida's statewide assessment in reading and mathematics or who do not earn a Level 3 or higher within the last two academic years may be enrolled in and complete an intensive reading or mathematics course the following year. Students may exit intensive courses at the end of the quarter/semester by demonstrating proficiency at Level 3 or higher on Florida's statewide assessment, or by meeting a concordant/comparative score on a state-approved assessment (PSAT, SAT, ACT, CLT) in reading and/or mathematics or by showing proficiency on the district benchmark assessment. Problem-solving teams should monitor students' response to intervention and engage in problem solving as needed to ensure positive student response to intervention.

A school-wide progress monitoring plan provides structure for monitoring the progress of all students and will be an integral part of the school improvement plan. Within the school improvement plan, the school-wide progress monitoring plan has four major components. The intervention plan, which includes progress monitoring for students scoring below a Level 3 on the required state assessments, must include the following:

1. Diagnostic Assessment:

Diagnostic assessments, in addition to the initial screening, are to be administered to all students scoring below a Level 3. Parents may not opt their child out of the District-approved diagnostic tool. In absence of state assessment data, school diagnostic data, or report card showing completion of grade level, the student will be placed into the age-appropriate grade level.

a. The specific diagnostic assessments to be administered must be identified, as well as the process for administering the assessments.

b. For students scoring Level 1 or 2 on the required state reading assessments, reading proficiency

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must be assessed at the beginning of the school year. The student must continue to be provided with targeted and intensive reading instruction until the reading deficiency is remediated. Targeted intensive instruction is usually associated with the following:

(i) Variety of opportunities for practice

(ii) Problem solving which results in interventions targeted to specific skill development

(iii) Smaller chunks of text or content

(iv) Guided and independent practice

(v) Skill development and practice integrated into all activities

(vi) Frequent progress monitoring

(vii) Criterion-based evaluation of success

c. Diagnostic results are to be gathered and maintained for the students scoring Level 1 and 2 on required state assessments in reading or math.

d. Diagnostic results must be readily accessible to teachers, school administrators, certified School Counselors, parents, and School Psychologists.

2. Students who score a level 1 or 2 on a state assessment in reading and/or math should be provided additional diagnostic assessments to determine the need for intervention and to establish an intervention plan. Intervention plans should include:

a. Interventions, in the targeted areas of weakness, to assist students in meeting state and district expectations in behavior, reading, writing, and or math;

b. Targeted strategies to accelerate learning;

c. Measurable targets or goals for each deficit area;

d. A description of the supplemental or intensive instructional intervention and support, when they will be provided, how often, by whom, and for how long;

e. For reading deficiencies, identification of a student's specific areas of need in phonemic awareness, phonics, fluency, comprehension, vocabulary, and/or oral language.

f. Remedial instruction and intervention strategies may include, but are not limited to the following:

(i) Summer school

(ii) Dropout prevention services

(iii) Parent tutorial programs required

(iv) Contracted academic services

(v) Reading instruction

(vi) After-school instruction and other extended day services

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(vii)Tutoring

(viii) Mentoring

(ix) Intensive skill development programs

(x) In-person academic advising for struggling high school students (F.S. 1003.491)

3. Parent Consultation and Communication

Parents of students in Voluntary Prekindergarten who have a substantial deficiency in early literacy skills and/or early mathematics skills and parents of students in kindergarten through grade 5 who exhibit a substantial reading and/or mathematics deficiency based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

- That their child has been identified as having a substantial reading and/or mathematics deficiency, including a description and explanation in terms understandable to the parent of the exact nature of the student's difficulty in learning and lack of achievement in reading and/or mathematics.
- A description of the current services that are provided to the child.
- A description of the proposed interventions and supports that will be provided to the child that are designed to remediate the identified area of the reading and/or mathematics deficiency.
- That, if the reading deficiency is not remediated by the end of grade 3, the child must be retained unless the child is exempt from mandatory retention for good cause.
- Strategies, including multisensory strategies and programming, the parent can use through a home-based plan to help their child succeed in reading and/or mathematics, including electronic resources compiled by the department of education.
- That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the district in knowing when a child is reading at or above grade level and ready for grade promotion.
- The district's specific criteria and policies for student portfolios and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first.
- The district's specific criteria and policies for mid-year promotion. Mid-year promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level.
- Information about the student's eligibility for the New Worlds Reading Initiative under s.1003.485, F.S., and information on parent training modules and other reading engagement resources available through the initiative.

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- The process to request and receive a New Worlds Scholarship, subject to available funds (s. 1002.411, F.S.).

Schools may not wait for a kindergarten through grade 3 student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive interventions. Additionally, schools may not wait for a Voluntary Prekindergarten through grade 4 student to receive a failing grade at the end of a grading period to identify the student as having a substantial mathematics deficiency and initiate intensive mathematics interventions. Schools may not wait until an evaluation conducted pursuant to s.1003.57 is completed to provide appropriate, evidence-based interventions for a student whose parent submits documentation from a professional licensed under chapter 490 which demonstrates the student has been diagnosed with dyslexia and/or dyscalculia. Students in Voluntary Prekindergarten are deemed to have a substantial deficiency in early literacy and/or mathematics skills based upon the results of the administration for the midyear or final coordinated screening and progress monitoring measure.

For students in grades 6 through 12, the school shall notify the student and his/her parents of any remedial or supplemental academic instruction by the end of the first quarter. Parents may be notified through personal verbal contact, through a district-provided letter, during an Individual Education Plan team meeting, or a face-to-face meeting. All written and oral communication between the school district's personnel and parents of current or former English Language Learners shall be in the parents' primary language or the mode of communication commonly used by the parents unless clearly not feasible.

The letter is to include general information about the seriousness of the situation and the intervention plan in place for the students not meeting proficiency. The letter should also include an invitation for the parents to meet with instructional staff to consult about their child's plan.

Parents should be given an explanation of the information on which the decision was based, as well as a copy of the intervention plan for their child.

Parental approval for general education instructional interventions is not required.

4. Monitoring for Results:

The intervention plan must be developed by the end of first quarter, or within 6 weeks of a new student entering school, or as soon as a need is identified through the analysis of data by a problem-solving team. Students receiving supplemental interventions at the end of a school year should begin receiving interventions at the beginning of the next school year until there is evidence that the student has closed the gap and no longer needs supplemental or intensive support services.

The principal or designee will monitor the implementation of the school-wide progress monitoring plan and the school's plan for providing targeted intervention.

Each quarter, the principal or designee will review the progress of students identified as not meeting proficiency with the Instructional Leadership Team (ILT). The team will check for compliance with the school-wide progress monitoring plan (diagnostic assessment, intervention strategies, quarterly progress updates) and use data to inform instruction. Student progress shall be monitored at least twice a month and compared with the progress of peers to guide instructional decisions. If a student is not

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responding positively to interventions, an intensive individualized intervention plan should be developed with assistance from a problem-solving team at the school.

Each school will identify its problem-solving teams and their roles and responsibilities for monitoring the progress of all students (e.g., Instructional Leadership Team; Teacher collaborative Teams, IEP Teams, MTSS-B Team, and Intensive Support Team).

The intervention plan, including the plan for monitoring progress, can be documented on a student's Individual Education Plan (IEP), English Language Learner's Plan (ELL), or Section 504 Accommodation Plan.

5. For Elementary School Students who are retained:

a. The intervention plan, which includes a plan for progress monitoring, must specify, through the problem-solving process, how the second year's instructional program will be different from the previous year's program, utilizing interventions matched with the student's deficit areas.

b. Students must be provided evidence-based, explicit, systematic, and multi-sensory reading instruction grounded in the science of reading in an area of deficit (i.e., phonemic awareness, phonics, fluency, vocabulary, comprehension, and other strategies).

Career and Technical Education Course Offerings

Career and Technical Education elementary, middle, and high school students, including students with disabilities, may be given the options to earn Career and Professional Education (CAPE) Digital Tool certificates and CAPE industry certifications.

Required Instruction

Pursuant to Florida Statute 1003.42, required instruction will be embedded in K-12 course of study, where age appropriate and consistent with course standards. Students may be exempted from the comprehensive health components that include reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption. The process to request an exemption is posted on the School District website.

Deleted: The process to request an exemption will be posted on the district's website. Appendix C contains the Parent Opt Out form for Health Education.

Parental Rights

All parental rights are reserved to the parent of a minor child in this state without obstruction or interference from the state, any of its political subdivisions, any other governmental entity, or any other institution, as set forth in s. 1014.04, including, but not limited to all the following rights of a parent of a minor child:

1. The right to direct the education and care of his or her minor child.
2. The right, pursuant to s. 1002.20(2)(b) and (6), to apply to enroll his or her minor child in a public school or, as an alternative to public education, a private school, including a religious school, a home education program, or other available options, as authorized by law.
3. The right, pursuant to s. 1002.20(13), to access and review all school records relating to his or her minor child.

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4. The right to consent in writing before the state or any of its political subdivisions makes a video or voice recording of his or her minor child unless such recording is made during or as part of a court proceeding or is made as part of a forensic interview in a criminal or Department of Children and Families investigation or is to be used solely for the following purposes:
    a. A safety demonstration, including the maintenance of order and discipline in the common areas of a school or on student transportation vehicles;
    b. A purpose related to a legitimate academic or extracurricular activity;
    c. A purpose related to regular classroom instructions;
    d. Security or surveillance of buildings or grounds; or
    e. A photo identification card.
5. The right to be notified promptly if an employee of the state, any of its political subdivisions, any other governmental entity, or any other institution suspects that a criminal offense has been committed against his or her minor child, unless the incident has first been reported to law enforcement or the Department of Children and Families and notifying the parent would impede the investigation.

Curricula and Instructional Materials

In accordance with 1006.28(2)(a) and 1002.20(19)(b), F.S. and School Board Policy 2520, parents have the right to learn about their minor child's course of study, to include the source of any supplemental instructional materials. Parents may request a copy of instructional materials from their child's teacher or may purchase certain materials with a written request to the school's principal. For parents who are interested in learning more about the types and nature of extracurricular activities and club offerings, please visit school website.

Parent or Manatee County residents who object of the purchase of specific instructional materials on the basis of moral, sexual, religious, or other perceived harms may complete a form available on the district website. The form must be submitted to the Curriculum Department within 30 days of the district adoption of the specific material. Parents who object to specific content based on sexuality may also withdraw their minor child from those portions of the school district's required comprehensive health education instruction, with a written request to the school principal.

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A plan for parental participation in schools to improve parent and teacher cooperation in such areas as homework, school attendance and discipline; ¶
A procedure for a parent to learn about his or her minor child's course of study, including the course of any supplemental education materials;¶
Procedures for a parent to object to instructional materials and other materials used in the classroom.¶

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Elementary School Education (Grades K-5)

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I. Program of Studies Grades K-5

All students will receive instruction in English Language Arts (ELA), mathematics, science, social studies, the arts, health, and physical education aligned with state standards. ELA, mathematics, science, social studies, the arts, and physical education will be graded courses. Students and families must be notified at the beginning of each year as to how their grades in each core academic area will be determined.

English Language Arts (ELA)

All students in K-5 shall be assigned an uninterrupted 90-minute reading block with additional time for instruction in the writing process and additional time for reading intervention, as needed, with a highly qualified, effective teacher, a core reading program, and ongoing progress monitoring.

Physical Education (PE) and Recess

Physical education (PE) instruction focuses on the outcomes of achieving and maintaining a health-enhancing level of fitness and understanding that physical activity provides the opportunity for enjoyment, challenge, self-expression, communication, and well-being. Elementary schools provide 150 minutes of PE per week. In addition, schools are required to provide 20 consecutive minutes of unstructured free-play recess per day. A minimum of 30 consecutive minutes of PE is required on any day that formal (PE) instruction is provided. The elementary school principal may designate any instructional personnel to provide PE. Elementary schools will integrate health education standards into science and PE as appropriate.

K-5 Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, and virtual instruction in higher grade-level subjects. Whole-grade and mid-year promotion requires an elementary student to meet the district criteria outlined below. Whole-grade and mid-year promotion requires students to meet student progression promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. In addition to these requirements, the following must be considered when establishing eligibility:

1. The student's performance on required state assessments
2. The student's grades or grade point average
3. The student's attendance and conduct

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4. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Whole-Grade Promotion:

An elementary student must meet all the following criteria to be eligible for whole-grade promotion:

1. The student must be consistently performing above grade level standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. For kindergarten students, schools will use state and district assessment data for ELA and mathematics.

   In addition to this, students must meet the following criteria:

   a. The student cannot skip third grade as a result of whole-grade promotion.

   b. The student must be recommended by the principal, parent, classroom teacher, or school counselor.

   c. All whole-grade promotions must be approved by a district promotion committee and entered appropriately in the student information system.

Mid-Year Promotion:

An elementary student must meet all the following criteria to be eligible for mid-year promotion:

1. The student must be consistently performing above grade standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. In the event a student does not have two years of data, schools will use state and district assessment data for ELA and mathematics.
2. The student must be recommended by the principal, classroom teacher, parent, or school counselor.
3. All mid-grade promotions must be approved by a district promotion committee and take place prior to the end of first semester and entered appropriately in the student information system.
4. Third graders must meet all the requirements in statute for mid-year promotion (s. 1008.25(8), F.S., Rule 6A-1.094221, F.A.C., and Rule 6A-1.094222, F.A.C.). Students cannot skip third grade. The criteria for students promoted on or before November 1st are as follows:

   a. Satisfactory performance as demonstrated by scoring Level 2 or above on beginning of the year administration of the statewide, standardized coordinated screening and progress monitoring system in Grade 3 English Language Arts pursuant to s. 1008.25(9)(b)3., F.S.;

   b. Satisfactory performance on locally selected standardized assessment(s) measuring state academic standards in English Language Arts pursuant to s. 1003.41, F.S.;

   c. Satisfactory performance on a state approved alternative assessment as delineated in paragraph

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(1)(b) of Rule 6A-1.094221, F.A.C., or

d. Successful completion of portfolio elements that meet all of the following requirements:

   i. Be selected by the school district;

   ii. Be an accurate picture of the student's ability and only include student work that has been independently produced in the classroom;

   iii. Include evidence that the benchmarks assessed by the grade 3 statewide, standardized English Language Arts assessment under s. 1008.22, F.S., have been met. Evidence is to include grade level passages that are approximately fifty (50) percent literary text and fifty (50) percent informational text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district's/school's adopted core reading curriculum or teacher-prepared assessments that are aligned with the B.E.S.T. ELA standards;

   iv. Be an organized collection of evidence of the student's mastery of the B.E.S.T. ELA standards that are assessed by the grade 3 statewide, standardized English Language Arts assessment under s. 1008.22, F.S. For each benchmark, there must be at least eight (8) items assessed and the student must demonstrate seventy (70) percent mastery for all items assessed per benchmark and;

   v. Be signed by the teacher and the principal as an accurate assessment of the required reading skills.

The criteria for students promoted after November 1 must provide a reasonable expectation that the student has met the requirements outlined in Rule 6A-1.094222, F.A.C., and that the student's progress is sufficient to master appropriate grade 4 level reading skills equivalent to the level necessary for the month in which the transition to grade 4 occurs.

A retained third grade student is eligible for mid-year promotion if the student scores Level 2 or above on PM1 of the Grade 3 FAST ELA Reading and there is evidence the student is progressing sufficiently to master appropriate fourth grade reading skills.

The Progress Monitoring Plan for any retained third grade student who has been promoted mid-year to grade 4 must continue to be implemented for the entire academic year and, if necessary, for additional school years.

Subject-Matter Acceleration:

An elementary student is eligible for subject-matter acceleration when the student has mastered the subject standards in the prerequisite grade-level course. The student must be recommended by the principal, parent, classroom teacher, or the school counselor based on achievement of the learning targets and standards.

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II. Promotion and Good Cause Placements

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Promotion Requirements

All decisions pertaining to the promotion or retention of students will be communicated to parents and made under the authority of the School District of Manatee County in accordance with Florida statute. A student in K-2 or 4-5 is promoted if the student demonstrates mastery of the currently adopted state standards in core academic subject areas. In accordance with state statute, K-5th grade students are mandated to participate in required state-approved assessments. Grade 3 students must score a Level 2 or higher on the English Language Arts statewide, standardized assessment for promotion to grade 4. A student may not be retained more than once in grade 3.

K-2 and 4-5 students will be promoted or "Good Caused" each year with their cohort group. Those students who do not meet grade-level standards in English Language Arts and mathematics will be supported in the next grade level through intensive remediation as well as an alternative instructional setting if needed. In cases where a K-2 student may benefit from a retention, the following requirements must be met:

1. The recommendation must be based upon the student's performance in English Language Arts and mathematics.
2. Input from the parent in writing regarding a possible retention decision that is included as part of the school leadership team's recommendation.
3. Proof of communication to the parent as spelled out in Section III, Intensive Intervention (s. 1008.25).

Good Cause Criteria for K-2

A student who does not meet the promotion criteria will be considered for good cause placement in the next grade. Good cause placement is defined as follows:

Grades K-2 Good Cause
Good Cause "A-ESE" –A student with a disability in grades K-2 can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL" – An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including PreK) based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause.

Deleted: The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report. (Use this exemption first for eligible K-2 English Language Learners.)

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Good Cause "A-504" – A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics. Documentation of remediation in reading and/or mathematics will be included within the school-wide progress monitoring plan.
Good Cause "A-Com" – A student in grades K-2 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. Student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

Good Cause Criteria for Grade 3

Good Cause Criteria:

Per state statute, a student may not be retained more than once in grade 3. A student is exempt from retention for good cause and placed in the next grade if the student meets one of the following. 3rd grade good cause is defined as follows:

Grade 3 Good Cause
Good Cause "1" –English Language Learners who have had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including PreK) based on the initial date of entry into a school in the United States (DEUSS).
Good Cause "2" – Students with disabilities whose Individual Education Plans (IEP) indicate that participation in statewide assessment is not appropriate, consistent with the requirements of section 1008.212, F.S..
Good Cause "3" – Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment that has been approved by the Department of Education, administered after the required grade 3 statewide standardized English Language Arts assessment under Section 1008.22, F.S. The required percentile passing score for each approved alternative standardized reading assessment will be determined by the Department of Education.

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Good Cause "4" – Students who demonstrate, through a student portfolio, that they are reading on grade level as evidenced by demonstration of mastery of the State Standards in reading equal to at least a Level 2 performance on required state assessment. To demonstrate mastery of the required reading skills, the student portfolio must:

- be selected by the student's teacher;
- be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom;
- include evidence that the benchmarks assessed by the grade 3 statewide, standardized English Language Arts assessment have been met. Evidence is to include grade-level passages that are approximately 50% literary text and 50% informational text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district's/school's adopted core reading curriculum or teacher-prepared assessments that are aligned with the B.E.S.T. English Language Arts Standards;
- be an organized collection of evidence of the student's mastery of the B.E.S.T. English Language Arts Standards that are assessed by the grade 3 statewide, standardized English Language Arts assessment. For each benchmark, there must be at least 8 items assessed and the student must demonstrate seventy (70) percent mastery for all items assessed per benchmark; and
- be signed by the teacher and principal as an accurate assessment of the required reading skills.

A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first.

Good Cause "5" – Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an Individual Education Plan (IEP) or a Section 504 plan that reflects that the student has received intensive instruction in reading or English Language Arts for 2 years or more but still demonstrates a deficiency and was previously retained in prekindergarten, kindergarten, grade 1, grade 2, or grade 3.

Good Cause "7" – Any third-grade student receiving intensive remediation in reading for two or more years, but still has deficiency in reading and has been previously retained in K-3 for a total of two years. If placed under this exemption, intensive reading instruction must include an altered instructional day that includes specialized diagnostic information and specific reading strategies. A student may not be retained more than once in 3rd grade. Any currently retained 3rd grader would qualify for this Good Cause.

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The school district Superintendent shall accept or reject the school principal's recommendation in writing.

Good Cause Criteria for Grades 4-5

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. Good cause for grades 4 and 5 is defined as follows:

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Grades 4-5 Good Cause
Good Cause "A-ESE" - A student in grades 4-5 with a disability can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL"- An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages program based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause.
Good Cause "A-504" - A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics.
Good Cause "A-Com" - A student in grades 4-5 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. A student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

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Summer School Promotion

Summer school reading programs are provided for third grade students who do not meet the promotion criteria or who are not approved for good cause placement. Third grade students who meet state defined criteria at the end of the Summer Reading Camp will qualify for good cause.

III. Intensive Intervention

Parent Notification of a Reading and/or Mathematics Deficiency for Students Grades VPK-Grade 5 (F.S. 1008.25)

Parents of students in Voluntary Prekindergarten who have a substantial deficiency in early literacy skills and parents of students in kindergarten through grade 5 who exhibit a substantial reading deficiency, or the characteristics of dyslexia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must immediately receive notification in writing of the following:

1. That his or her child has been identified as having a substantial deficiency in reading, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading;

2. A description of the current services that are provided to the child;

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3. A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency;

4. That if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause;

5. Strategies, including multisensory strategies and programming, through a read-at-home plan the parent can use to help his or her child succeed in reading, including electronic resources compiled by the Department of Education;

6. That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the school district in knowing when a child is reading at or above grade level and ready for grade promotion;

7. The district's specific criteria and policies for a portfolio and the evidence required for a student to demonstrate master of Florida's academic standards for English Language Arts. A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first;

8. The district's specific criteria and policies for midyear promotion. Midyear promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level;

9. Information about the student's eligibility for the New Worlds Reading Initiative under s. 1003.485 and the New Worlds Scholarship Accounts under s. 1002.411 and information on parent training modules and other reading engagement resources available through the initiative.

Parents of students in Voluntary Prekindergarten who exhibit a substantial deficiency in early mathematics skills and parents of students in kindergarten through grade 5 who exhibit a substantial deficiency in mathematics, or the characteristics of dyscalculia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

1. That his or her child has been identified as having a substantial deficiency in mathematics, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in mathematics.

2. A description of the current services that are provided to the child.

3. A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of mathematics deficiency.

4. Strategies, including multisensory strategies and programming, through a home-based plan the parent can use in helping his or her child success in mathematics, including electronic resources compiled by the Department of Education.

After initial notification of either a deficiency in reading or mathematics, the school shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such

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communications must be in writing and must explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement. Upon the request of the parent, teacher or school administrator shall meet to discuss the student's progress. The parent may request more frequent notification of the student's progress, more frequent interventions or support and earlier implementation of the additional interventions or supports described in the initial notification.

By September 30, the school district will notify the parent of each eligible student of the process to request and receive a scholarship, subject to available funds.

In addition, schools may not wait for a student to receive a failing grade at the end of a grading period or wait until a plan is developed to identify the student as having a substantial reading or mathematics deficiency and initiate intensive interventions. Voluntary Prekindergarten Program students who exhibit a substantial deficiency in early literacy and/or early mathematics skills shall be referred to the local school district and may be eligible to receive intensive interventions before participating in kindergarten.

Services for Students Retained in Grade 3

Students retained in grade 3 must be provided a highly effective teacher as determined by the teacher's performance evaluation under section 1012.34, F.S. and the teacher must also be certified or endorsed in reading. These students must be provided intensive interventions in reading to ameliorate the student's specific reading deficiency and prepare the student for promotion. These interventions must include:

1. Evidence-based, explicit, systematic, and multisensory reading instruction grounded in the science of reading in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district.
2. Participation in the school district's summer reading camp, which must incorporate the instructional and intervention strategies above that place rigor and grade-level learning at the forefront.
3. A minimum of 90 minutes of daily, uninterrupted reading instruction incorporating the instructional and intervention strategies above. This instruction may include:
    a. Coordinated integration of content-rich texts in science and civic literacy within the 90-minute block;
    b. Targeted small group instruction;
    c. Explicit and systematic instruction with more detailed explanations, more extensive opportunities for guided practice and more opportunities for error correction and feedback;
    d. Reduced teacher-student ratios;
    e. More frequent progress monitoring of the reading skills of each student throughout the school year and the adjustment of instruction according to student need;
    f. Tutoring or mentoring;
    g. Transition classes containing 3rd and 4th grade students;

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h. Extended school day, week, or year.

i. Before school or after school, or both, supplemental evidence-based reading interventions grounded in the science of reading delivered by a teacher who is certified or endorsed in reading and is rated highly effective as determined by the teacher's performance evaluation under s. 1012.34, F.S.

The primary instructional strategy for teaching word reading is phonics instruction for decoding and encoding. Instructional strategies may not employ the three-cueing system model of reading or visual memory as a basis for teaching word reading. Such instruction may include visual information and strategies which improve background knowledge and experiential knowledge, add context and increase oral language and vocabulary to support comprehension, but may not be used to teach word reading. (s. 1008.25(8), F.S.).

Services for Students Promoted to Grade 4 with a Good Cause Exemption

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:

1. A federally required student plan, such as an individual education plan;

2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or

3. An individualized progress monitoring plan.

A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. The school district shall assist schools and teachers with the implementation of explicit, systematic, and multisensory reading instruction and intervention strategies for students promoted with a good cause exemption which research has shown to be successful in improving reading among students who have reading difficulties. It is best practice for the school to update the parent at least monthly of the student's progress in response to the intensive reding instruction and intervention. Upon the request of the parent, the teacher or school administrator shall meet to discuss the student's progress. The parent may request more frequent notification of the student's progress, more frequent interventions and earlier implementation of the additional interventions or support described in the initial notification. (Section 1008.25(4), F.S., and Section 1008.25(6)(b), F.S.)

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Middle School Education (Grades 6-8)

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I. Program of Studies Grades 6-8

Course Offerings

Middle school grades 6-8 basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the district.

The program of studies for middle school grades includes the following state and local offerings:

Language Arts	Art
Mathematics	Music
Science	Physical Education/Health
Social Studies	Career/Technical Education
Reading	Foreign Language
Advancement Via Individual Determination (AVID)	

Other enrichment and exploratory courses may be offered by individual middle schools, such as dance, drama, agriculture, and gifted services. Each school will hold a parent meeting either in the evening or on a weekend to inform parents about the school's curriculum and activities.

Middle school students may have the opportunity to earn high school credits and/or industry certifications.

In addition to evidence-based reading courses, reading instruction is integrated throughout the entire curriculum. All middle schools must follow the district-approved curriculum.

Schools are prohibited from suspending a regular program of curricula to administer practice tests or engage in other test-preparation activities for a statewide assessment. However, activities including instruction on test-taking strategies are authorized.

Students are required to be enrolled on a full-time basis, including 7 courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria. To use this option, seats must be available in the required Manatee Virtual School courses, and principal approval is required. Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to 3 courses at their districted school, providing there is room in the course(s).

An English Language Learner (ELL) with no prior school records shall be assigned to a grade level based on age-appropriate placement.

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Required Courses for Grades 6-8

Promotion from middle school to high school requires that the student successfully complete three middle school or higher courses in each of the following:

a. English Language Arts

English Language Arts must emphasize literature, informational/technical text, writing, listening, speaking, and language.

b. Mathematics

Each middle school must offer at least one high school-level mathematics course for which students may earn high school credit.

c. Social Studies (including Civics, assessed by a state required end-of-course exam)

The required study of state and federal government and civics education will be incorporated into Civics. One of these courses must be at least a one-semester civics education course. Each student's performance on the statewide, standardized EOC assessment in civics education constitutes 30 percent of the student's final course grade. A middle grades student who transfers into the state's public school system from out-of-country, out-of-state, private school, or a home education program after the beginning of the second term of grade 8 is not required to meet the civics education requirement for promotion from the middle grades if the student's transcripts document passage of three courses in social studies or two year-long courses in social studies that includes coverage of civics education.

d. Science (8th grade students will be assessed by the state-required science assessment)

Physical Education

1. Middle schools must offer the equivalent of one class period per day of physical education for one semester of each year for students enrolled in grades 6-8.
2. Physical Education Waiver:

Parents may submit a waiver of the physical education requirement for their child. Students in grades 6-8 are eligible to waive the physical education requirement if they meet any of the following criteria:

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a. The student is enrolled in a remedial course.

b. The student's parent indicates in writing to the school that:

   i. The parent requests that the student enroll in another course from among those courses already offered as options by the school district as space allows; or

   ii. The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement. Students who use the waiver because they participate in physical activities outside the school day must be enrolled in school on a full- time basis.

Career Research Course

Middle school students must successfully complete one course in career and education planning which must result in a completed internet-based, customizable, personalized academic and career plan for the student. The personalized academic and career plan may be revised as the student progresses through middle school and high school. The course must include research-based assessments to assist students in determining educational and career goals, emphasize the importance of entrepreneurship and employability skills, and must include information from the Department of Economic Opportunity's economic security report under s. 445.07, F.S.

The personalized academic and career plan must inform students of the following:

1. high school graduation requirements, including a detailed explanation of the requirements for earning a high school diploma designation under s. 1003.4285, F.S.;
2. the requirements for each scholarship in the Florida Bright Futures Scholarship Program;
3. admission requirements for State University System and Florida College System institutions;
4. available opportunities to earn college credit in high school, including Advanced Placement (AP) courses; the International Baccalaureate (IB) Program; the Advanced International Certificate of Education (AICE) Program; dual enrollment, including career dual enrollment; and
5. career education courses, including career-themed courses, pre-apprenticeship and apprenticeship programs, and course sequences that lead to industry certification pursuant to ss. 1003.492 or 1008.44, F.S.

Required Remediation

Participation in the assessment program is mandatory for all students enrolled in a public school. Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Mathematics on a standardized assessment. Students who do not meet these criteria may be required to receive enhanced instruction through a course that will assist in building the student's skills and in mastering standards.

School administrators may use state progress monitoring assessments to determine proficiency if no state standardized assessment scores are available at the time of enrollment.

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Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school.

Advancement Via Individual Determination (AVID)

AVID is an elective course designed to prepare students for college and career readiness and success. Students who apply for and are accepted into the course must also take at least one advanced level or high school credit course. The AVID curriculum supports students as they undertake the most rigorous courses, with emphasis on writing as a learning tool, the inquiry method, collaborative grouping, organization, and academic reading.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade-level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

1. the student's performance on required state assessments;
2. the student's grades or grade point average;
3. the student's attendance and conduct;
4. teacher and school counselor recommendations.

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This request will be followed by a parent conference to discuss eligibility and placement.

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Parents must complete the Intensive Instruction Waiver Request Form (Appendix A).

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II. Promotion and Retention

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Promotion Requirements

Students will be promoted to the next grade level based on the number of years in middle school.

To be promoted from 8th grade to high school, a student must successfully complete 12 core academic courses to include 3 courses in each of the following academic areas: language arts, math, science, and social studies (to include Civics). Students who do not meet promotion criteria to 9th grade will be recommended for enrollment in a summer remediation and credit recovery program. Students who do not successfully complete the summer program may be retained or assigned to an alternative instructional setting based on principal recommendation.

Promotion from 8th grade to 9th grade for a student who transfers into Florida from out-of-state during middle school will be based on the student successfully completing the number of core courses in language arts, mathematics, science, and social studies for each year the student has been in Florida. If a student transfers into a Florida public middle school from a Florida private school during their middle grade years, the student must meet all promotion requirements as defined by state statute.

If a student has successfully completed a high school course, failure of the end-of-course assessment will not result in the student being retained in middle school.

8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

Middle School Grading

Grading Scale:

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, letter grading scale and definitions adopted for all courses in grades 6 through 8 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements

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within 10 school days of the "I" being issued, under normal circumstances. If, after ten days, the course requirements are not completed, the incomplete grade will become an "F."

A progress report or report card grade cannot be more than 100%.

Students must be notified in writing at the beginning of each course as to how their grade will be determined. This could be included in the Course Syllabus or information shared with students and parents.

Exam Exemptions:

Schools shall not exempt students from academic performance requirements such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Progress Reports:

Progress reports are posted mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Progress reports are available via the Parent Portal. Schools may print progress reports at the principal's discretion. Parents may request a printed copy of the progress report. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher at school by phone or through email.

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter progress report.

Report Cards:

Report cards, which are available on a quarterly basis, specify the student's academic performance, conduct and behavior, and attendance, including absences and tardies. Academic performance is based on examinations as well as written papers, class participation, and/or other academic performance criteria. Report cards are available via the Parent Portal. Schools may print report cards at the principal's discretion. Parents may request a printed copy of the report card.

Makeup Work:

Following an excused absence, the students have the responsibility to contact their teachers on the next attendance day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's absence is due within a period of time equal to the number of days that the student was absent.

End of Year Grades:

The end of the year average in the district grade book system is based on the average of all four quarters; however, a passing grade must be earned either third or fourth quarter for the student to pass the course for the year. Letter grades will be awarded based on the district grading scale.

For middle school courses that do not have a state-required end-of-course exam, a point system has been established for the benefit of students who may have experienced an unsuccessful quarter.

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Teachers are to award whichever grade is the highest for each student -- the grade determined by the average of the four quarters or the grade determined by the Point System. Students are still required to earn a minimum of at least one (1) point in second semester for either method of grading.

The point system for end-of-the-year grades is determined as follows:

Each quarter grade will be assigned a value selected from the following:	To determine the end-of-year grade for a middle school course, total the numerical values of the four quarters and select the grade from the table below:
A = 4 B = 3 C = 2 D = 1 F = 0	A = 14 – 16 B = 10 – 13 C = 6 – 9 D = 3 – 5 F = 0 – 2

If the grade book program average and the grade determined by the point system differ, the student is to be given the higher of the two grades as long as the student earns at least one (1) point in second semester.

Grades for high school courses are calculated according to the high school procedures. Middle school semester-long courses that do not have a state mandated EOC will be calculated by averaging the two quarters to determine a semester-long final grade.

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The point system cannot be used to determine the end-of-year grades for Civics. It must be calculated using the EOC as 30% of the year-long course grade. Students are not required to earn at least 1 point in 3rd or 4th quarter as the final grade is strictly based on the average of the 4 quarters and the EOC.

The final grade for Civics will be calculated as follows:

Quarter 1—17%

Quarter 2—18%

Quarter 3—17%

Quarter 4—18%

EOC—30%

Semester grades in Civics for students using an ESE End-of-Course Assessment Waiver will be averaged as follows:

Quarter 1=25%

Quarter 2 =25%

Quarter 3 =25%

Quarter 4 =25%.

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Parent Notification:

Each year, to prepare students for career and postsecondary education planning, all middle schools shall notify students in grades 6 - 8 and their parents of the three-year and four-year high school graduation options, so they may select the program that best meets the student's needs. This notification shall be conducted prior to the annual course selection, so a student's academic plan and a time frame for achieving the graduation option may be modified to meet the student's needs. The selection of a graduation option is an exclusive choice of the student and parent; however, if a diploma option is not selected, the choice will revert to the standard four-year diploma option, which requires 24 credits.

III. Transfer Students

Transfer Grade Policy

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (b) of this rule.
2. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure outlined below.
3. Alternative Validation Procedure: If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district Student Progression Plan shall be used for validation purposes as determined by the teacher, principal, and parent or guardian:
    a. Portfolio evaluation by the superintendent or designee;
    b. Demonstrated performance in courses taken at other public or private schools that are accredited;
    c. Demonstrated proficiencies on nationally-normed standardized subject area assessments;
    d. Demonstrated proficiencies on the required state assessment; or
    e. Written review of the criteria utilized for a given subject provided by the former school.

    Students must be provided at least ninety (90) days from date of transfer to prepare for assessments outlined above if required.
4. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

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Virtual School Transfers:

Students who are enrolled full time in a virtual school program are required to meet the same promotion requirements of all other public school students in the state of Florida.

For a student who transfers back into a non-virtual district school any time during the year, the student shall be required to bring evidence of grades in progress as documented by withdrawal forms, progress reports, or report cards.

If the student is able to produce the required documentation, the grades received while attending the virtual school program will become part of the student's record in the same manner as any other transfer student. However, if the student is unable to provide the required documentation, validation of courses shall be based on performance during the first grading period in the non-virtual district school classroom. This validation will follow the same procedures as outlined under Transfer Grade Policy.

IV. Course Acceleration and Enrichment

Principals may override district criteria and place students in high school dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

High School Credit Courses Offered in Middle School

High school dual credit courses provide middle school students who have advanced skills the opportunity to pursue a more rigorous education. The expectation is that these students will take challenging courses, such as Advanced Placement, AICE, International Baccalaureate, and college dual enrollment, including during the senior year of high school. High school credit courses are not offered in middle school for the purpose of graduating early or experiencing an "easier" senior year. Failure to take rigorous academic courses during the senior year could prevent a student from being accepted into many colleges and universities. Parents of student athletes who take high school courses in middle school should visit the National Collegiate Athletic Association (NCAA) website for more information.

Each middle school may offer dual enrollment high school courses based on the needs of their students, special program requirements, and demand for the course. Course offerings vary by school; please see the school's Curriculum Guide for specific course offerings.

Career and Technical Education (CTE) courses that have been approved by the Executive Director of Adult, Career, and Technical Education articulate to high school CTE programs in their feeder pattern and are the introductory course in a specific program of study.

A Curriculum Modification Request Form can be submitted by the principal to the Office of Student Assignment for the Deputy Superintendent for Instructional Services to request approval to offer high school credit courses.

1. Grades for high school courses taken during middle school will appear on the high school transcript and will be averaged in with the high school grade point average. Students must carry forward all grades and

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any credits earned in high school courses.

2. State assessments, benchmark data and course grades must be monitored. If a middle school student is struggling in a high school course during first or second quarter, a schedule change may be implemented by the school administrator to move the student to the middle school course, as long as there is room in the course. Remaining in high school courses places the middle school student at risk of failing a required core subject. The schedule change must be made before the end of first semester.

   Once the semester is completed and the student has earned the high school credit, the grade and credit cannot be removed from the high school transcript, even if the grade is a" "D or "F".

3. Middle school students who earn a "C" or lower in a high school course are strongly encouraged to retake the course under the Grade Forgiveness Policy.

4. Schools will use district criteria for identifying eligible students for enrollment in honors or high school credit courses. Schools must have a plan for reviewing students' required state assessment scores and their grade point averages to ensure that all eligible students are considered for placement into these courses. Principals may override the district criteria and place students in dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

5. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength. Special consideration should be given to placing students in Algebra 1 Honors in an AVID student's 8th grade year.

District Criteria for Enrollment in High School Credit Courses:

Students earning a "D" or "F" in a high school credit course at the end of the first semester may be withdrawn and scheduled into a middle school course in the same subject area by the school administrator.

1. English I Honors: The student must have earned a Level 3, 4, or 5 on the most current required state assessment in English Language Arts (ELA) or have teacher, counselor, and/or administrator recommendation.
2. 8th Grade Algebra I or Algebra I Honors: The student must have earned a Level 3, 4, or 5 on the most current required state assessment in Mathematics or have a teacher, counselor, parent, and/or administrator recommendation.
3. 7th Grade Algebra I Honors: The student must have earned a Level 4 or 5 on the Grade 8 FAST PM2 or PM3 in Mathematics or have a teacher, counselor, parent, and/or administrator recommendation
4. 8th Grade Geometry Honors: The student must have earned one (1) credit in Algebra 1 or Algebra 1 Honors. A student that has not earned one (1) credit in Algebra 1 or Algebra 1 Honors may not enroll in Geometry Honors in Grade 8.
5. World Languages I: The student must have earned a Level 4 or 5 on the most current required state

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teacher, counselor, and/or administrator recommendation¶
grade point average for the year in the 7th grade Advanced Mathematics course

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teacher, counselor, and/or administrator recommendation¶
3.5 grade point average for the year in the 6th grade Advanced Mathematics course¶

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assessment in English Language Arts or have a teacher, counselor, parent, and/or administrator recommendation.

6. World Languages II: The student earned a satisfactory score on a world languages placement test and have a teacher, counselor, parent, and/or administrator recommendation.
7. Career & Technical Courses: CTE teacher, counselor, parent, and/or administrator recommendation; and the student must have earned a 3.0 grade point average in the previous year's course within the same or similar curricular area.

Awarding Grades and Credits for High School Credit Courses in Middle School

Course Requirements:

High school courses must meet all the requirements of high school courses. High school requirements include:

1. assessment of students through a semester exam;
2. administration of any state-required end-of-course exams;
3. calculation of grades using the high school procedure;
4. minimum 135 hours as required in Florida Statute;
5. district-approved instructional materials aligned with the district-approved curriculum; and
6. reporting of grades to the high school the student will attend.

Grades:

Course grades will be calculated according to the high school procedure:

The student's semester grade is calculated by averaging according to the following scale:

Semester 1
Quarter 1 = 40%
Quarter 2 = 40%
Benchmark Assessment or teacher designed exam = 20%

Semester 2
Quarter 3 = 40%
Quarter 4 = 40%
Benchmark Assessment or teacher designed exam = 20%

Courses with End-of-Course Exams (Algebra 1 and Geometry)
All state generated EOCs (Algebra I and Geometry) will constitute 30% of the final course grade, as calculated after the completion of the school year. The year-long grade for EOC courses will be calculated as follows:

Deleted: The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts or have both of the following:¶ teacher, counselor, and/or administrator recommendation¶ 3.0 grade point average in the previous year's Advanced Language Arts course¶

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Semester 1 = 35%
Semester 2 = 35%
EOC Exam = 30%

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for whom the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by the individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute:

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester based on the defined recalculation process. This statute may also be applied if recalculation of a year-long grade would result in a higher final grade for the student, even if a semester grade of "F" was not earned. A student or parent must request this recalculation in writing. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered on the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

Courses carried forward as high school credit will be used to satisfy the high school graduation and Florida Academic Scholars Award requirements. A middle school student must be granted credit toward high school graduation requirements for courses taken through dual enrollment.

Once a high school grade is earned (credit carried forward to high school), that grade becomes a permanent on the student's transcript and may not be removed from the transcript.

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High School Dual Enrollment Courses, End-of-Course Exams (EOC):

1. To earn high school credit for Algebra I, a middle school student must take the state-wide standardized Algebra I EOC assessment and pass the course. The student's performance on the Algebra I EOC assessment constitutes 30% of the student's final course grade. If a student passes the course but does not pass the EOC, the promotion requirement for middle school is met, but the student must pass an Algebra I EOC retake or have earned a comparative/concordant score on a state-approved assessment to earn a high school diploma.

To earn high school credit for a Geometry course, a middle school student must take the state-wide standardized Geometry EOC assessment, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.

Semester grades for students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester 1 exams must be completed within 10 school days following the semester 1 exam window. Once the exam is completed, the semester grade will be recalculated.

2. Students enrolled in a high school course with a statewide, standardized end-of-course assessment shall not take the corresponding grade-level required state assessment.

3. A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for whom the IEP committee determines that an end-of-course (EOC) assessment with accommodations cannot accurately measure the student's abilities, shall have the EOC assessment results waived for the purpose of determining the student's course grade and credit. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

   Any waiver of the statewide, standardized assessment requirements by the IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

District Criteria for Enrollment in Advanced Middle School Courses:

Students/Parents may request enrollment in advanced middle school courses during the course selection process in the spring. Upon verification that required criteria has been met, enrollment will be granted. Principals may override the district criteria and place students in advanced courses based on data indicating that the student is capable of success in the courses. This data must be documented. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength.

1. Accelerated Math: The student must have earned a Level 3 or above on the most current required state assessment in Mathematics or have a teacher, counselor, parent/guardian, and/or counselor recommendation.

2. Advanced Language Arts: The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have a teacher, counselor, parent/guardian, and/or counselor recommendation.

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3.0 grade point average for the year in the previous year's mathematics course¶

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3. Advanced Science: The student must have earned a Level 3 or above on the most current required state assessment in Science, Mathematics, or English Language Arts (ELA) or have a teacher, counselor, parent/guardian, and/or counselor recommendation.

4. Advanced Social Studies: The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have or have a teacher, counselor, parent/guardian, and/or counselor recommendation.

Credit Acceleration Program (CAP)

The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a specified score on the assessment. The school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment. The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end- of-course assessment during the regular administration of the assessment.

The credit awarded is for the regular course level and not the honors level. The credit for this course is not weighted for GPA calculation purposes.

If a student fails a course requiring an EOC to earn credit but attains a score indicating satisfactory performance on the corresponding EOC, credit will be awarded for the course as prescribed by state statute. Students must retake the course to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

Grade Forgiveness Policy

Middle school students taking high school courses may repeat and replace a grade of "C", "D", or "F" earned during middle school in the high school course, with a grade of C or higher, earned subsequently in the same or comparable courses.

Credit Recovery courses are credit-bearing courses with specific content requirements defined by state adopted standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or end-of-course assessment) since the course requirements for the Credit Recovery course are the same as the previously attempted corresponding course. It is important to note that Credit Recovery courses are not bound by Section 1003.436(1) (a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery, grade forgiveness, or remediation for students needing to prepare for an End-of- Course assessment retake.

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3.0 grade point average for the year in the previous year's Language Arts course¶

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3.0 grade point average for the year in the previous year's Science course¶

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3.0 grade point average for the year in the previous year's social studies course¶

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Alternative Education Programs and the Department of Juvenile Justice

For students in alternative programs, including DJJ, the career education component must be completed by all students prior to leaving the 8th grade. For students in DJJ programs, the physical education requirement will be waived if the student is in a commitment program as an eighth grader. Physical education is not available in the DJJ program. For juvenile justice programs and alternative programs offering extended learning opportunities, promotions may occur as the requirements herein described are met.

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High School Education (Grades 9-12)

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I. Program of Studies Grades 9-12

High school basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the Deputy Superintendent for Instruction Services for the School District of Manatee County. All students will receive instruction in reading, English/language arts, mathematics, science, social studies, the Arts, health, and physical education. The School District of Manatee County will adhere to all statutes regarding required instruction.

Students are required to be enrolled on a full-time basis, to include seven courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria. To use this option, seats must be available in the required Manatee Virtual School courses, and principal approval must be obtained. Students pursuing the 18 credit, ACCEL Diploma Option may be enrolled part-time with principal approval.

Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to three courses at their districted school, providing there is room in the courses selected. Home education students will not be awarded a diploma from the School District of Manatee County and may not participate in any senior graduation activities on the districted school campus.

II. Grades and Credits

Grading Scale

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, the letter grade scale and definitions adopted for all courses in grades 9 through 12 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

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*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of grades being posted, under normal circumstances. If, after 10 days, the course requirements are not completed, the incomplete grade will become an "F."

Exam Exemption Policy:

Seniors who earn a "B" or higher for both third and fourth quarters may be exempt from the required semester 2 exam. State mandated end-of-course exams and dual enrollment course exams may not be exempted. Grades for students who are eligible to exempt the semester 2 exam will be averaged using only the third and fourth quarter grades. Each quarter will be calculated at 50% of the total semester 2 grade.

Grading Policies:

Schools shall not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Students must be notified in writing at the beginning of each course as to how their grades will be determined. This could be included in the course syllabus or information shared with students and parents.

Pass/Fail grades will not be issued for courses offered in Manatee District Schools. Students who transfer in with a Pass ("P") grade will earn the credit for the indicated course(s) but will not have a grade calculated into their grade point average.

In alignment with postsecondary education, withdrawals from a course will not become part of the student record if the course is dropped within the first ten days of the start of the semester. A "W" (Withdraw) will be recorded after the first ten days but prior to the end of the first/third quarter. Either a "WP" (Withdraw Passing) or "WF" (Withdraw Failing) will be recorded if the course is dropped after the first or third quarters, indicating the student's progress at the time of withdrawal. There is no impact on GPA.

Progress Reports are issued mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher by phone at school or through email. Many teachers maintain a web page or post through our online platform Schoology to upload information such as homework, other assignments, major projects, unit assessments, and the course syllabus.

Semester Grades

A Semester Exam is required in all courses for high school credit. Semester Exams may not be given early. Semester grades for students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester exams must be completed within 10 school days following the semester exam window. Once the exam is completed, the semester grade will be recalculated.

Course grades will be averaged as follows:

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The student's semester grade is calculated by averaging according to the following scale:

Quarter 1 = 40%	Quarter 3 = 40%
Quarter 2 = 40%	Quarter 4 = 40%
Semester Exam = 20%	Semester Exam = 20%

The Algebra I, Geometry, U.S. History, and Biology EOCs will constitute 30% of the final course grade, calculated after the completion of the school year. The year-long grade for EOC courses will be calculated as follows:

Semester 1 = 35%
Semester 2 = 35%
EOC Exam = 30%

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide standardized assessment requirements by the IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute:

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester, and the average of the two semesters is a 60% or higher based on the defined recalculation process.

If recalculation of a year-long grade, even if a semester grade of "F" was not earned, would result in a higher final grade for the student, this statute may also be applied. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered in the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

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grade. The grade will be calculated as follows:¶
¶
Quarter 1 = 35% Quarter 3 = 35%¶
Quarter 2 = 35% Quarter 4 = 35%¶
EOC = 30% EOC = 30%

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This rule applies when both semesters are taken within one school year, and the student fails one of the two semesters. Students continue to earn half-credit for passing a semester of a course. This does not affect other credit recovery options.

Make-up Work

Following an excused absence, the student has the responsibility to contact his/her teachers on the next attended day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's excused absence is due within a period of time equal to the number of days that the student was absent.

Grade Point Average

1. A student's cumulative grade point average (GPA) will be calculated based upon all courses a student has completed, including courses taken for high school credit in middle school, except those where the forgiveness policy applies. Transfer credit(s) with a grade of Pass (P) will not be calculated into the GPA. In order to graduate, students must earn a cumulative unweighted GPA of 2.0 on a 4.0 scale.
2. Parents of students who have a cumulative GPA of 1.5 or below at the end of each semester in grades 9, 10, 11, and 12 shall be notified that the student is at-risk of not meeting the graduation requirements. The notice shall contain an explanation of the policies the district has in place to assist the student in meeting the GPA requirement.

Class Rank:

1. For the purposes of class ranking, high schools will use a weighted grading system for appropriate courses as indicated in the Florida Department of Education Comprehensive Course Table for high school credit courses. Class rank for graduation will be determined in January of the current school year. Class rank is determined by a student's cohort, which is defined by the year that the student enters 9th grade.
2. Class rank will be determined based on courses for which credit and grades are awarded toward a Standard Diploma. Students earning an Access Points Pathway Standard Diploma, Hospital Homebound students, and Home Education students will not be included in the class ranking. A student's rank in class will be determined by using the cumulative weighted grade point average.
3. Class rank will be calculated and locked for graduation recognition purposes ten (10) school days after the end of the first semester. After it is locked, there will be no recalculation of class rank for graduation purposes.
4. Grade weighting is done at the discretion of the school district. The School District of Manatee County will weight all courses, including those who transferred from out of district, based on the scales described below.
5. The grade weighting scale is as follows:

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Unweighted Grade Points	Weighted Honors Course Grade Points	Weighted Advanced Studies Course* Grade Points
A=4	A=4.5	A=5
B=3	B=3.5	B=4
C=2	C=2.5	C=3
D=1	D=1.5	D=2

* (Section 1003.437, F.S., specifies that "For the purposes of class ranking, district school boards may exercise a weighted grading system pursuant to s. 1007.271." For districts that use a weighted grading system, s. 1007.271(18), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation systems, alternative grade weighting systems, and information regarding student education options that discriminate against dual enrollment courses are prohibited." This provision relating to GPA weighting includes all dual enrollment courses, including career education courses.)

6. Grades earned in Career and Technical Education courses that are Level 3 courses and lead to an industry certification are weighted the same as grades earned in Honors courses for the purpose of calculating grade point average (GPA).

Honors Recognition

The upper 10% of the graduating class, based on the weighted rank in class, will be graduated with Honors in the recognition of excellence in academic achievement. High schools will determine the top 10% and top 4% of the graduating class using the weighted grade point average. All Honors and Highest Honors students will be recognized at commencement. A Valedictorian and a Salutatorian will not be chosen.

Grade Forgiveness

Achievement of a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale is required for graduation. To assist students in meeting this requirement, districts may offer grade forgiveness policies, summer school, before-school or after-school attendance, special counseling, volunteers or peer tutors, school-sponsored help sessions, homework hotlines, and study skills classes.

1. To assist students in achieving a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale, the forgiveness policy provides that students may replace a "D" or "F" with a grade of "C" or higher, earned subsequently in the same or comparable course. Only one grade and one credit may be earned for the same course. When a course is repeated, all grades appear on the student's transcript. The forgiveness policy applies only when a course is repeated after the course for which the "D" or "F" was earned. Students may repeat a course already passed only once.
2. The only exception to these forgiveness policies shall be made for a student in middle school who takes

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any high school course for high school credit and earns a grade of "C", "D", or "F". In such cases, the district forgiveness policy must allow the replacement of the grade with a grade of "C" or higher, earned subsequently in the same or comparable course. When a course is repeated, all grades appear on the student's transcript. All grades, except those that meet the conditions of the grade forgiveness policy, will be calculated in the grade point average.

3. In all cases of grade forgiveness, only the new grade is used in the calculation of the student's grade point average. Any course not replaced according to the forgiveness policy is included in the calculation of the cumulative grade point average required for graduation. Postsecondary institutions may have different grade forgiveness policies; therefore, the GPA may be recalculated to include ALL courses attempted which could affect admissions decisions.

4. An elective course may be replaced with any other elective course, as long as graduation requirements are still met with the substituted elective course. A student may choose to retake a high school course where no credit was awarded.

Courses for Graduation for Standard Diploma	Course completed	Course(s) that will Forgive the grade
Required specific courses for graduation (Biology, HOPE/PE, Algebra I, Geometry,	Regular course	Same course or Honors if available
U.S. History, U.S. Govt., Economics, World History, Personal Finance and Money Management)	Honors, AP, IB, AICE course	Same course or regular course
Required nonspecific courses for graduation (English, Mathematics, Science)	Regular course	Same course or Level 2 or Level 3 course in the same discipline
	Honors, AP, IB, AICE course	Same course or regular course, or Level 3 course in the same discipline Agriscience Foundations (8106810), if used as a science credit, can forgive an equally rigorous science _
Electives	Any elective	Same course or any elective

Credit Recovery courses are elective credit-bearing courses with specific content requirements defined by Florida State Standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or End-of-Course assessment). It is important to note that Credit Recovery courses are not bound by Section 1003.436(1)(a), Florida Statutes, requiring a minimum of 135 hours of bona

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fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery or grade forgiveness or to support on-time graduation.

Credits

The granting of course credit is based on an evaluation of the individual student's achievement of established district and state performance standards and other requirements as designated by the teacher. Performance standards will include specific course content as specified in statutes and in the district curriculum.

1. For the purpose of high school graduation requirements, one full credit is determined as follows:
    a. A minimum of 135 hours of bona fide instruction in a designated course of study which contains student performance standards; or
    b. For schools that have been authorized to implement block scheduling by the district school board, a minimum of 120 hours of bona fide instruction in a designated course of study that contains student performance standards for purposes of meeting high school graduation requirements.
2. One-half (.5) credit means a minimum of 67.5 hours of bona fide instruction or a minimum of 60 hours of bona fide instruction in a high school that implements block scheduling. One half (.5) credit shall be awarded at the end of each semester/term upon the satisfactory completion of course requirements. Courses with a required end-of-course (EOC) exam earn one (1) credit upon satisfactory completion of course requirements.
3. Student performance standards must be met for each academic and Career and Technical Education Program in grades 9 through 12 for which credit toward high school graduation is awarded.
4. Credit will be awarded if a student who is not enrolled in or who has not completed a course takes and passes a statewide standardized assessment through the Credit Acceleration Program. No student may be granted credit toward high school graduation for enrollment in the following programs or courses:
    a. More than a total of nine elective credits in remedial programs.
    b. More than one credit in exploratory vocational courses.
    c. Any Level 1 course, unless the student's assessment indicates a more rigorous course would be inappropriate, in which case a written assessment of the need must be included in the Individual Education Plan or the Individual Progress Monitoring Plan and signed by the principal, school counselor and the parent, if the student is not 18 years or older.
5. Enhanced Instruction for Non-Proficient Students:
    - Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Math on a standardized assessment. Students who do not meet these criteria may be required to receive enhanced instruction through a course that will assist in building the students' skills and in

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mastering standards.

- School administrators may use concordant/comparative scores on state-approved assessments.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

a. Parents must complete the Intensive Instruction Waiver Request Form (Appendix A).

b. Student must be in 6th-12th grade.

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III. Promotion

Promotion Guidelines

Students will be promoted based on the number of years they have attended high school:

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First year—9th grade

Second year—10th grade

Third year—11th grade

Fourth year—12th grade

Students entering high school for the first time may be placed into the 9th grade.

Students who do not meet graduation requirements after the 8th semester of high school and choose to continue their high school education, may be placed in an alternative site at the start of their 9th semester.

Students who plan to graduate in three years will be promoted to 12th grade after the first semester of their third year in high school.

IV. Acceleration and Enrichment

Articulated acceleration is available and serves to shorten the time necessary for a student to complete the requirements associated with a high school diploma and a postsecondary degree, broaden the scope of curricular options available to students, or increase the depth of study available for a particular subject. This includes, but is not limited, to postsecondary Dual Enrollment and Early Admission, Cambridge Advanced International Certificate of Education Program (AICE), Advanced Placement (AP), and the International Baccalaureate (IB) Program. Credits earned through the Florida Virtual School shall provide additional opportunities for early graduation and acceleration.

Each high school shall advise students of programs through which a high school student can earn college credit, including AP, IB, AICE, dual enrollment courses, career academy courses, and courses that lead to national industry certification, as well as offerings through virtual instruction.

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To be eligible to participate in AICE, AP or IB programs, a student shall have a 3.0 grade point average and have earned Level 3 or higher on the state assessment passed a nationally-normed standardized test, earned the required comparative/concordant score within the last two years, or been granted admission at the discretion of the principal.

Eligibility requirements for dual enrollment programs are determined by each enrolling institution and can be accessed on the institution's website.

A student transferring in from out-of-state, homeschool, or private school with a state or national normed test score demonstrating that the course is academically appropriate, may enroll in AP, IB, or AICE. If requested by the student or parent, the principal may override the district criteria and place students in advanced studies courses based on data indicating that the student is capable of success in the courses. This data must be documented.

Home education students may participate in dual enrollment, career dual enrollment, early admission, and credit by examination. Credit earned by home education students through dual enrollment shall apply toward the completion of a home education program that meets the requirements of Section 1002.42, Florida Statute.

Advanced Placement (AP)

Advanced Placement (AP) is a program for eligible secondary school students to enroll in college-level courses administered by the College Board. Postsecondary credit for an AP course may be awarded to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam in accordance with the policies of the receiving college or university. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for AP courses in which they are enrolled, including fees for administration of the corresponding AP examination, regardless of whether the student achieves a passing score. Students requesting to take AP exams for courses in which they are not currently enrolled must pay for the cost of the AP exam. Home education students may be assessed a fee for test administration.

Students earning a "D" or "F" in an Advanced Placement course at the end of first semester may be withdrawn and scheduled into another course in the same subject area.

AP Capstone™

AP Capstone™ is a diploma program based on two AP courses: AP Seminar and AP Research. These yearlong courses focus on developing the critical thinking, research, collaboration, time management, and presentation skills students need for college-level work. If a student earns scores of 3 or higher in AP Seminar and AP Research, he or she will receive the AP Seminar and Research Certificate™. If a student earns scores of 3 or higher in AP Seminar and AP Research and on four additional AP Exams, the student will receive the AP Capstone Diploma™.

AP Seminar - During this course, students investigate a variety of topics through various viewpoints. Students will also complete a team project and an individual paper and presentation, as well as take a written end-of-course exam.

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AP Research - In AP Research, students explore various research methods and complete an independent research project. The project can build on a topic, problem, or issue covered in AP Seminar or on a brand-new topic of your own choosing. At the end of the project, students submit an academic paper and present and defend the research findings.

International Baccalaureate (IB)

International Baccalaureate (IB) is a program administered by the IB Organization whereby eligible secondary students are enrolled in a prescribed program of studies. The State Board of Education has established rules that specify the cutoff scores for IB examinations that will be used to grant postsecondary credit at colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for IB courses in which they are enrolled, including fees for administration of the examinations, regardless of whether or not the student achieves a passing score on the examination.

Students earning a "D" or "F" in an IB course at the end of the first semester may be withdrawn and scheduled into another course in the same subject area.

Cambridge Advanced International Certificate of Education (AICE)

Cambridge Advanced International Certificate of Education (AICE) provides a high-quality curriculum which prepares young people for honors degree programs. It requires the study of subjects drawn from three curriculum areas; mathematics and science, languages, and arts and humanities. AICE offers students the opportunity to tailor their studies to their individual interests, abilities, and future plans within an international curriculum framework. The State Board of Education has established rules that specify the cutoff scores that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for Cambridge AICE courses in which they are enrolled, including fees for administration of the examinations, regardless of whether or not the student achieves a passing score on the examination. Students requesting to take Cambridge AICE exams for courses in which they are not currently enrolled must pay for the cost of the Cambridge AICE exam.

Students earning a "D" or "F" in an AICE course at the end of the first semester may be withdrawn and scheduled into another course in the same subject area.

Early High School Graduation

Early high school graduation is an option if a student has completed a minimum of 24 credits and meets all graduation requirements in less than 8 semesters, or meets the 18 credit, ACCEL Diploma Option. A student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student's cohort as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. Cohort is defined by the FLDOE as when the student enters 9th grade (1003.4281).

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A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours.

Advancement Via Individual Determination (AVID)

Advancement Via Individual Determination (AVID) is designed to prepare students for college and career readiness and success. Students who apply for and are accepted must also take at least one weighted course (Honors, Pre-AP, AP, Pre-IB, IB, pre-AICE, AICE, and dual enrollment) and the AVID Academic elective. AVID is designed for students who are capable of completing a college-preparatory curriculum. The AVID curriculum supports students as they undertake the most rigorous courses, with an emphasis on writing as a learning tool, the inquiry method, collaborative course grouping, organization, and academic reading. Principals are encouraged to make exceptions to the placement criteria for weighted courses in AVID students' areas of strength.

High School Dual Enrollment for Middle School Students

High school courses may be taken by eligible middle school students.

1. High school courses taken during middle school may be used to satisfy high school graduation requirements and Florida Bright Futures scholarship requirements.
2. A student must be granted credit toward high school graduation requirements for courses completed in middle school. Grades for high school credit courses taken during middle school will appear on the high school transcript, and the grades will average into the student's high school grade point average (GPA).
3. High schools shall not award high school credit for courses taken in middle school if the middle school did not award the high school credit.
4. Middle school students taking courses that require an EOC must follow statute.

Postsecondary Dual Enrollment and Early Admission

Postsecondary Dual Enrollment programs and Early Admission are available at all high schools. The requirements for dual enrollment programs are pursuant to F.S. 1007.271.

1. Dual Enrollment program is defined as the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion AND a career and technical certificate or an associate or baccalaureate degree. Career dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and shall not be used to enroll students in isolated career courses.
2. The School Board shall inform all secondary school students of dual enrollment as an educational option and mechanism for acceleration. Students shall be informed of eligibility criteria, the option for taking dual enrollment courses beyond the regular school year, and the minimum academic credits required for graduation. District school boards must annually assess the demand for dual enrollment, and the district

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school board shall consider strategies and programs to meet that demand and include access to dual enrollment on the high school campus whenever possible. Information regarding student education options which discriminate against dual enrollment courses is prohibited.

3. Students enrolled in postsecondary instruction that is not creditable toward the high school diploma shall not be classified as dual enrollment.

4. Students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours and after school hours.

5. Instructional time for such enrollment may vary from 900 hours; however, the school district may only report the student for a maximum of 1.0 Full-Time Equivalency (FTE). Any student so enrolled is exempt from the payment of registration, tuition, and laboratory fees. Vocational-preparatory instruction, college-preparatory instruction, and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity, are ineligible for inclusion in the dual enrollment program. Recreation and leisure studies courses shall be evaluated individually in the same manner as physical education courses for potential inclusion in the program.

6. Each semester of instruction that is eligible for high school and postsecondary credit shall be reported by school districts as 75 membership hours for purposes of FTE calculation.

7. Dual enrollment courses are weighted the same as AP, AICE, and IB courses. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited.

8. The Department of Education adopted guidelines to achieve comparability across school districts of both student qualifications and teacher qualifications for dual enrollment courses. A high school student must complete the following:

    a. Demonstration of readiness for college-level course work if the student is to be enrolled in college courses;

    b. Demonstration of readiness for career-level course work if the student is to be enrolled in career courses;

    c. Indication that, in addition to the required placement examination, student qualifications for enrollment in college credit dual enrollment courses must include at least a 3.0 unweighted GPA, and student qualifications for enrollment in career certificate dual enrollment course must include at least a 2.0 unweighted grade point average.

9. The Inter-institutional Articulation Agreement is jointly developed between the School District of Manatee County and State College of Florida, University of South Florida, and/or other postsecondary institutions to provide advanced instruction for those students who demonstrate a readiness to engage in postsecondary academic work. In this program, students may earn credit toward both a high school diploma and an associate or baccalaureate degree. The agreement includes the following:

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a. A delineation of courses and programs available for students;

b. A plan for the institution to provide guidance services to participating students on the selection of courses in the dual enrollment program;

c. The process by which students are eligible to participate in dual enrollment and by which their parents are informed about opportunities to participate in acceleration programs;

d. An assurance that each dual enrollment student is encouraged to identify a postsecondary education objective with which to guide the course selection;

e. An assurance that each student has a plan that includes a list of courses that will result in an Applied Technology Diploma, an Associate in Science degree, or an Associate in Arts degree, and, if the student identifies a baccalaureate degree as the objective, the plan must include courses that will meet the general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program;

f. The process by which students and their parents exercise their option to participate in an acceleration program;

g. An explanation of high school credits earned for completion of each dual enrollment course;

h. An explanation of postsecondary courses that meet the criteria for inclusion in the district articulated acceleration program to be counted toward meeting graduation requirements;

i. The eligibility criteria for student participation;

j. An explanation of institutional responsibility for screening prior to enrollment and monitoring student performance subsequent to enrollment;

k. An identification of the instructional quality criteria for dual enrollment courses and programs that are to be judged;

l. A delineation of institutional responsibilities for instructional quality;

m. A delineation of responsibilities for cost of dual enrollment courses and instructional materials;

n. A description of transportation;

o. The process for converting college credit hours through dual enrollment and early admissions to high school credit; and

p. An identification of the responsibility of the postsecondary educational institution for assigning letter grades for dual enrollment courses and the responsibility of school districts for posting dual enrollment grades to the high school transcript as assigned by the postsecondary institution awarding credit.

10. Only those academic elective courses approved in the Dual Enrollment Articulation Agreement can be taken for dual enrollment credit. An academic elective that counts as credit toward graduation can be taken

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as dual enrollment with the approval of the principal.

11. The State Board of Education shall determine the number of postsecondary credit hours earned through dual enrollment that satisfy the requirements of the district's inter-institutional articulation agreement and that equal one full credit of the equivalent high school course.

12. When dual enrollment is provided on the high school site by college or university faculty, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college or university to provide the instruction. Charter schools are an entity of the School District of Manatee County and are bound by the rules and policies of the approved IAA between the school district and State College of Florida, University of South Florida, or other postsecondary institutions. While the School District of Manatee County will be invoiced for the tuition, charter schools receive FTE for dual enrollment students and will be responsible to the School District for all dual enrollment tuition encumbered by their students.

Credit by Examination

Credit by examination is the program through which postsecondary credit is earned based on the receipt of a specified minimum score on nationally standardized general or subject area examinations. The State Board of Education states minimum scores required for an award of credit in the statewide articulation agreement.

College and University Programs

1. Students who wish to participate in an educational program offered by accredited schools, colleges, or universities must have prior written agreement with the school principal, detailing any credit or grade acceptance toward high school graduation or inclusion on the high school transcript. Final inclusion on the high school transcript will be completed only upon the school's receipt of all necessary documentation from the appropriate institution.

2. All evidence of work/credits earned at another school will be based on an official transcript authenticated by the proper school authority. Credits from state or regionally accredited schools shall be accepted at face value, subject to validation where deemed necessary. Credits earned through alternative delivery systems that are accredited by a regional accrediting association, non-accredited schools, home schools, or non-accredited correspondence schools shall be validated by the administration of examinations or by establishing credits earned through successful performance in subsequent courses.

With the approval of the principal, students may earn credit through dual enrollment, Advanced Placement, Cambridge Advanced International Certificate of Education, International Baccalaureate programs, Florida Virtual School, and by using substitutions indicated in the course code directory. Home education students may participate in college dual enrollment, working directly with State College of Florida, University of South Florida, or other postsecondary institutions, career and technical dual enrollment and early admission and credit by exam by postsecondary institutions. Dual enrollment credit earned by home education students shall apply toward the completion of a home education program that meets the requirements of state statute.

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Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

1. The student's performance on required state assessments
2. The student's grades or grade point average
3. The student's attendance and conduct
4. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of these options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Credit Acceleration Program (CAP)

1. The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a specified score on the assessment. If the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment then the school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course. The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end-of-course assessment during the regular administration of the assessment. If a student earns course credit without enrollment in a course via the CAP, a grade of "T" is recorded on the transcript in the Grade column.
2. The credit will be awarded for the course as prescribed by state statute when a student fails a course requiring an EOC to earn credit, but attains a score indicating satisfactory performance on the corresponding EOC. Students must retake the course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.
3. A student will be awarded course credit for earning a grade of 3 or higher on an Advanced Placement exam, even if not enrolled in the course, or for passing a CLEP test. If a student fails an AP course, but attains a score indicating satisfactory performance on the corresponding AP exam, credit will be awarded for the course as prescribed by state statute. Students must retake the course or an equivalent course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student

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retakes the course or an equivalent course and earns a "C" or above.

Credit for Career & Technical Student Organization Participation (CTSO)

A high school student may be awarded one (1) elective credit when at least 135 hours of participation in a CTSO is shown. This participation must be outside the school day and verified by school/district personnel using the approved forms that are provided by the CTSO advisor. The collection of all forms is the responsibility of the student, as the hours can be accumulated over several years including middle school. Students are encouraged to request documentation by the end of each school year as advisors may change or retire.

V. Graduation Requirements

General Information

A student in a Manatee County public school may earn a Standard Diploma or a Certificate of Completion. All requirements must be met before a diploma or certificate is awarded. The diploma or certificate will be awarded to reflect the year that the final requirements are met. To earn a diploma, a student must meet the graduation requirements for the school year in which that student entered ninth grade for the first time. In accordance with the Individuals with Disabilities Act (IDEA), students with disabilities may receive services through the public school system through age 21 (i.e., until their 22nd birthday) or until they graduate with a Standard Diploma, whichever comes first.

Before a student graduates from high school, the school shall assess the student's preparation to enter the work force and provide the student and student's parent/guardian with the results of the assessment. The Department of Education has determined that, because required state assessments assess certain Education Goal 3 standards, which were developed from a United States Secretary of Labor's report on necessary skills, the required state assessments can serve as this assessment.

Students who have met all requirements for the standard high school diploma except for passage of the required state assessment or an alternate assessment by the end of Grade 12 must be provided the following learning opportunities:

1. participation in an accelerated high school equivalency diploma preparation program during the summer;
2. upon completion of Certificate of Completion, be allowed to take the Postsecondary Education Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate: and
3. participation in an adult general education program for such time as the student requires to master English, reading, mathematics, or any other subject required for high school graduation. Students

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attending adult basic, adult secondary, or vocational-preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

Change in Graduation Requirements

School Board approval is required prior to increasing a school's graduation requirements. An increase in academic credit or minimum grade point average requirements shall not apply to students in grades 9-12 at the time of the increase.

District school boards may not establish requirements for the ACCEL Accelerated Diploma Option in excess of the requirements as per statute.

Participation in the Graduation Ceremony

A student must complete all requirements for a standard or special diploma in order to participate in his/her high school graduation ceremony. A student must be registered at a Manatee district high school and complete at least one course on the campus of their brick-and-mortar school during their graduation year in order to participate in that high school's graduation ceremony. Full-time dual enrolled students, early admission students, and students enrolled in a School District of Manatee County sanctioned educational option may participate in their enrolled high school's graduation ceremony. A full-time virtual school student will not be allowed to participate in graduation at his or her zoned school.

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A student who withdraws from a high school, enrolls in an adult program, and successfully completes the Graduate Educational Development (GED) tests, may participate in the adult high school graduation ceremony, and is awarded a State of Florida diploma. Students may not participate in the graduation ceremony with their previous high school.

Special Education students who earn a Certificate of Completion as addressed in the IEP may participate in the graduation ceremony. A student who receives a Certificate of Completion due to not meeting graduation requirements for a Standard Diploma may not participate in any graduation ceremony. A Special Education student whose diploma has been deferred based on the IEP team decision will be permitted to participate in the graduation ceremony for his or her cohort group only.

Summer Graduation

A student who completes the 12th grade without having met all graduation requirements may attend summer school. If the student satisfactorily completes all graduation requirements, the student may participate in the district summer graduation ceremony.

Students who graduate from an alternative educational path as sanctioned by the School District of Manatee County may participate in the summer graduation ceremony. Students enrolled in a School District of Manatee County alternative high school who are not permitted to walk with their zoned schools may

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participate in the district summer graduation ceremony.

Graduation Requirements: Standard Diploma

Standard Diploma Options:

To graduate from a Manatee County public school, all students seeking a standard diploma must select one of the graduation diploma options:

1. Four Year Standard Diploma 24 credits
2. ACCEL Accelerated Graduation Option 18 credits
3. CTE Graduation Pathway 18 credits

Students must select one of the graduation options. The choice is exclusively up to the student and his/her parent/guardian.

Each year, schools shall notify students in grades 6 – 12 and their parent of the high school graduation options and requirements, including the respective curriculum requirements for those options, so the student and parent/guardian may select the program which best fits their needs. This notification shall be made prior to the annual spring registration of students for the following year, so the student's academic plan can be selected or modified to meet the needs of the student. Students must be advised of eligibility requirements for state programs and postsecondary admissions.

If the student and parent/guardian fails to select a diploma option, the student shall be considered to have selected the Four Year Standard Diploma option, which requires 24 credits.

Changing between Standard and Accelerated Diploma Options:

Once a diploma option is selected, the option remains in effect throughout the student's high school experience, unless the parent and student submit a written request to change diploma options as part of the registration process for the upcoming school year. Any such change must be submitted in writing.

Diploma Endorsement:

School boards may attach a Florida Gold Seal Career and Technical Endorsement to a Standard Diploma or award differentiated diplomas to those exceeding the prescribed minimums.

Grade Point Average:

In order to graduate from high school, students must achieve a cumulative unweighted grade point average (GPA) of 2.0 on a 4.0 scale in the courses required for graduation.

State Assessment:

Students must meet all state assessment requirements in order to graduate from high school with a Standard Diploma. Students may use concordant scores or the required state assessments waiver (ENNOBLES Act) to

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satisfy this requirement.

Diploma Designations:

The **Florida Seal of Biliteracy** Program is established to recognize high school graduates who have attained a high level of competency in listening, speaking, reading, and writing in one or more foreign languages, in addition to English, by the award of a silver or gold seal on a Standard Diploma. The criteria for both seals can be found at http://www.fldoe.org/academics/eng-language-learners/world-languages-foreign-languages.stml.

Students may earn either a **Scholar Diploma** designation or a **Merit Diploma** designation by meeting specific criteria. Criteria is listed in the graduation requirement charts found at https://www.fldoe.org/schools/k-12-public-schools/sss/graduation-requirements/.

The **Florida Seal of Fine Arts** Program is created to recognize high school graduates who have met an exemplary level of proficiency in the performing or visual arts based on established criteria. The criteria for the Florida Seal of Fine Arts can be found at https://www.fldoe.org/academics/standards/subject-areas/fine-arts/ .

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Credit Requirements: Standard Diploma

Students receiving a Standard High School Diploma must meet the requirements specified in Florida Statutes. More information on graduation requirements can be found at https://www.fldoe.org/schools/k-12-public-schools/sss/graduation-requirements/.

CTE Graduation Pathway:

Beginning with the 2019-2020 school year, a student is eligible to complete an alternative pathway to earn a standard high school diploma through this option by:

- Earning at least 18 credits.
- Earning a cumulative grade point average of a 2.0 on a 4.0 scale.
- Completing the same requirements as for a standard diploma in ELA, Math, Science and Social Studies.
- Completing two credits in career and technical education. The courses must result in a program completion and an industry certification.
- Completing two credits in work-based learning programs. A student may substitute up to two credits of electives, including one-half credit of financial literacy.

Course Information

Mathematics:

A certified school counselor or the principal's designee must advise students that state universities may require three additional mathematics courses at least as rigorous as Algebra I for admission. Level III Mathematics courses in the Florida Course Code Directory may substitute for the Algebra I requirement. Transfers from outside Manatee County may fulfill the Algebra I requirement with the state equivalents. Credit may not be earned for more than one of the options. Students must earn the necessary mathematics credits required for graduation.

A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Substitution may occur for up to two mathematics credits, except for Algebra I and Geometry. This option will not impact a student's grade point average as no grade is awarded for the substituted math course.

A student may substitute a credit in computer science, if identified as equivalent in rigor by the Commissioner, for one mathematics requirement except for Algebra I and Geometry. A computer science credit may only be used to substitute one course (either mathematics or science).

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A student that earns an industry certification in 3D rapid prototype printing may substitute up to two credits of the mathematics requirement, with the exception of Algebra I, if the Commissioner identifies the certification as being equivalent in rigor.

Science:

Students are required to earn three (3) credits in science. One of which must be Biology, and two of which must be equally rigorous science courses. Two of the three required course credits must have a laboratory component. Industry Certifications that lead to college credit may substitute for up to one science credit (except for Biology). Industry certifications for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute for mathematics and science credit. An identified computer science credit may substitute for up to one science credit (except for Biology). A computer science credit may not be used to substitute for both a mathematics and science credit.

Community Service:

If offered at the high school, students may enroll in Voluntary Public Service (0500370) or Voluntary School/Community Service (2104330). Students may earn community service hours and elective credit for the Voluntary Public Service course. To receive credit for the Voluntary School/Community Service course, students must complete at least 75 community service hours. Students will be awarded social studies elective credit as well as the community service hours earned during completion of the course standards.

Health Opportunities through Physical Education (HOPE):

HOPE is a year-long health and physical education (PE) course required of all high school students. A school may not require students to take the one credit in HOPE or a Health/PE variation of HOPE during the ninth grade.

Schools may offer one of the following options to meet the health/PE graduation requirement:

- student takes ½ credit in Physical education and ½ credit in Personal Fitness;
- student takes the one credit HOPE Core course; or
- student takes the one credit HOPE Physical Education Variation course.

Students can meet the HOPE requirement by passing .5 credit of Personal Fitness and .5 credit in a Physical Education course.

Certain activities as follows may satisfy a portion or all of the HOPE/Physical Education requirement.

1. Interscholastic Sports:

   Participation in two seasons of an interscholastic sport at the junior varsity and varsity levels satisfies the full 1 credit HOPE requirement.

2. Junior Reserve Officers Training Corps (JROTC):

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Deleted: <#>Integrated Science I, II, and III taken in sequence will meet the science requirements. The School District of Manatee County will only offer this series of courses for ESE students. These students are required to take the Biology EOC at least one time.¶
A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one Biology credit. Substitution may occur for up to two science credits, except for Biology I. This option will not impact a student's grade point average as no grades are awarded for the substituted science course.¶
A student who earns credit in a computer science course may substitute the computer science credit for one science credit, except for Biology I, if identified as equivalent in rigor by the Commissioner. A computer science credit may only be used to substitute one course (either mathematics or science).¶

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Completion of two years in a Junior Reserve Officers Training Corps (JROTC) course satisfies the full one credit of HOPE/physical education requirement and the full one credit of Performing Arts requirement. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

3. Completion of one semester, with a grade of "C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extracurricular activity, or in a dance class shall satisfy .5 credit in physical education or .5 credit in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

4. Completion of 2 years of marching band shall satisfy the one-credit requirement in physical education or the one-credit requirement in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an individual education plan (IEP) or 504 plan.

Assessment Requirements:

To meet graduation requirements, a student must earn passing scores on the required statewide assessments or earn scores on a standardized test (PSAT, SAT, CLT, and/or ACT) that are concordant/comparative with passing scores on the required statewide assessments. Participation in the assessment program is mandatory for all school districts and all students attending public schools. Students who transfer from out-of-state, home education or private school must have a passing score on a statewide end-of-course assessment for Algebra from the previous state/district attended or a concordant score. For a complete list of current concordant/comparative scores for statewide assessments, see F.A.C. 6A-1.09422 or the State Assessments for High School Graduation section of the Florida Department of Education's Graduation Requirements page.

Beginning with the 2021-2022 school year, students taking a U.S. government course are required to take the Florida Civics Literacy Exam. Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4). For a list of courses that meet this requirement, visit https://www.fldoe.org/core/fileparse.php/5663/urlt/2425K12FCLEFactSheet.pdf.

Once a student who has failed the required state assessment for graduation has met the assessment graduation requirement for a standard high school diploma with a concordant score, the student is not required to continue retaking the required state assessment for graduation for the purpose of high school graduation and may be removed from an intensive intervention course at the change of the semester. Students scoring at Level 1 and 2 on required state assessments in reading and/or math must continue to receive intervention and remediation within the MTSS framework irrespective of meeting graduation requirements through concordant/comparative score if the problem-solving team finds the services necessary.

Students Currently Holding a Certificate of Completion:

Students currently holding a Certificate of Completion who are seeking a standard diploma must meet a

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Deleted: Grade 10 ELA Concordant Scores ¶
Available for students who entered grade 9 in 2020-21 and beyond: ... [1]

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concordant score based on the statute governing their 9th grade cohort requirements to meet the high school graduation testing requirements.

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VI. Diploma Options

ACCEL Diploma

Selection of the ACCEL Diploma Option:

Prior to a student selecting the ACCEL accelerated diploma option, designated school personnel should meet with the student and his/her parent to explain the requirements, advantages, and disadvantages of this option.

No requirements for the ACCEL accelerated three-year high school graduation options shall be established in excess of the requirements listed in statute. A student who meets all of the requirements for a three-year diploma shall be awarded a standard diploma in a form prescribed by the State Board of Education.

Deleted: Students choosing the ACCEL diploma option must attend high school as a full-time student.

Course Requirements for the ACCEL Accelerated Diploma:

A Standard Diploma will be awarded to a student who:

1. Completes Florida's high school Standard Diploma course requirements (based on the grade 9 cohort year) without the required physical education course and only three credits in electives (total of 18 credits)
2. Maintains a cumulative grade point average (GPA) of 2.0 on a 4.0 scale.

Diploma Equivalency Options

Other diploma options for Manatee district students include:

1. Adult High School Diploma
2. High School Equivalency Diploma (GED) Option
3. Performance-Based Exit Option (for DJJ Students only)

Adult Student High School Diploma:

In order to earn an Adult Education Standard Diploma, a student enrolled in an adult education program must meet all of the requirements for a Standard Diploma. However, the laboratory component for the science requirements may be waived if facilities are not available; the credit in physical education may be waived, and elective credit may be substituted.

Any course listed within the Florida Course Code Directory in the areas of art, drama, dance, or music may be taken by adult education students and will satisfy the credit in performing arts that is required for high school graduation.

High school credit may be awarded for educational experience in the Armed Forces, to include the following:

1. Two elective credits for any individual who has completed one full year of military service;
2. Correspondence courses completed under USAFI; or

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3. Organized courses completed in a school operated by the Armed Forces.

Credits may be awarded for prior learning and nonacademic activities. Up to eight credits may be awarded for experience. High school credit may be granted on the basis of examinations, administered as prescribed in State Board Rule.

Course credit or other evidence of work earned in another school district at an accredited school shall be transferred into Manatee County Adult School based on face value as authorized by State Statute, State Board of Education Rules, Manatee County School Board Policy, and the appropriate school authority. If deemed necessary, additional validation may be required.

Students 16 years old or older, with the approval of the principal, may exercise the Adult Education course option to earn up to four additional credits during their high school career.

Special assistance to obtain a high school equivalency diploma pursuant to Florida Statute may be given only when the student has completed all requirements for graduation except the attainment of the required cumulative grade point average.

High School Equivalency Diploma (GED) Option:

The GED is a battery of four General Educational Development Tests. A student must be 16 years of age at the time of application.

The GED Testing Center is located at Manatee Technical College. The student must apply and pay online to schedule their test at www.ged.com . The test itself is taken at MTC Main Campus.

A student under the age of 16 must complete the Florida GED Testing Program's Testing Eligibility Exception Form (also known as the Underage Waiver) and submit it to the approved GED Testing Center.

After satisfactorily passing the High School Equivalency Test, the student will receive a State of Florida High School Diploma and will be considered an adult graduate.

Performance-Based Exit Option:

The Performance-Based Diploma Exit Option is an alternative route to graduation for eligible Department of Juvenile Justice (DJJ) students who may not graduate with their cohort group because of credit deficiency, low grade point average, or being over-age for the grade. The program is not an option for early exit; it is designed to help students who fall behind to graduate with their kindergarten cohorts by receiving a State of Florida High School Performance- Based Diploma.

The Manatee County model includes direct, explicit instruction, and an online instructional program.

The students must meet all of the following eligibility criteria:

1. The student must be enrolled in and attending a PK-12 program.
2. The student is at least 16 years old.
3. The student is enrolled in courses that meet high school graduation requirements and is earning and receiving credits.

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4. The student is over-age for grade, behind in credits, or has a low grade point average, and is in jeopardy of not graduating with his or her cohort group.
5. The cohort group with which the student entered kindergarten is graduating or has graduated.
6. The student's reading level must be at seventh grade or higher at the time of selection (ninth grade or higher at the time of testing for the Florida High School Diploma authorized under Rule 6A-6.0201, F.A.C), as documented by a passing score on the Test of Adult Basic Education (TABE) reading component or other assessment to determine grade-level proficiency.
7. The student has acceptable scores on official GED Practice Tests administered under testing conditions.

Admission Procedures for Performance-Based Exit Option:

After initial eligibility is determined, a comprehensive review of student records by the child study team, including grades, credits, and educational plans, must be completed to determine if the Performance-Based Exit Option Model is the most appropriate educational strategy.

Parents must be informed and give consent to the student's participation in this option.

The student's record must include notification and eligibility, parents' right to administrative review of proposed placement, and parent consent for student participation prior to placement.

Parents must be provided clarification that the student transcript will indicate an alternative graduation route.

Certificate of Completion

A Certificate of Completion shall be awarded to a student who completes the 24 required credits for graduation, but who does not meet one or more of the following requirements:

1. earning passing scores on the required state assessment or scores on a standardized test that are concordant with passing scores on the required state assessment;
2. achieving the required cumulative grade point average of 2.0 on a 4.0 scale; or
3. completing all other requirements in Student Progression and remedial instruction.

The student shall be awarded a certificate of completion in a form prescribed by the State Board.

There is no Certificate of Completion awarded to students who are seeking a three-year diploma option. If the student does not meet all of the requirements for a three-year diploma option, the student automatically reverts to the 24 credit requirements for the four-year standard diploma.

The district superintendent shall be responsible for ensuring that schools notify all students of the consequences of failure to receive a Standard Diploma, including the potential ineligibility for financial assistance at postsecondary educational institutions.

The following section will be implemented to the extent that funding is provided in the General

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Appropriations Act. Students who have met all requirements for a Standard Diploma, except for passage of the required state assessment or an alternative assessment by the end of grade 12, must be provided the following learning opportunities:

1. To participate in an accelerated high school equivalency diploma preparation program during the summer, and upon receipt of a Certificate of Completion, take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate.
2. To participate in an adult general education program for such time as the student requires in order to master English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.
3. To participate in an immersion English language instruction program during the summer following the senior year. There must be documentation that students have been enrolled in an ESOL program for less than two school years and that they have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment. Students receiving such instruction are eligible to take the required state assessment or alternative assessment and receive a standard high school diploma upon passage of the required state assessment or the alternative assessment. Upon receipt of a certificate of completion, a student will be allowed the opportunity to take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college as appropriate.

VII. Exceptional Student Education

Standard Diploma Pathways

All students with disabilities entering grade nine (for the first time) will be provided the opportunity to receive a standard high school diploma by meeting the same requirements as all students OR through an alternate pathway as outlined below:

1. Standard Diploma available to all students to include students with disabilities:
    a. Refer to Graduation Option Chart
    b. Students with disabilities working for a scholar designation are not eligible for a waiver consideration, per scholar designation requirements.
    c. Students with disabilities working for a merit designation may be considered for a waiver, if necessary, per merit requirements.
2. Standard Diploma Academic & Employment Pathway:

    For any student with a disability, when the IEP team determines that mastery of academic (State Standards) and employment competencies is the most appropriate way for the student to demonstrate

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his/her skills, the student must demonstrate:

a. Documented achievement of all annual IEP goals, academic and employment competencies, industry certification, or occupational completion points (OCPs) in the student's transition plan; and

b. Maintain successful paid employment for at least one semester

c. Refer to Graduation Option Chart

3. Standard Diploma Access Points Pathway:

For a student with a significant cognitive disability, when the IEP determines that mastery of State Standards Access Points is the most appropriate pathway, the student must be instructed in State Standards Access Points (modified curriculum) and participate in the statewide alternate assessment as assigned by their IEP. This option includes:

a. FAA Performance Task Assessment

b. FAA Datafolio Assessment

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Refer to Graduation Option Chart¶

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Florida Standard Diploma High School Graduation Options for Students with Disabilities Entering 9th Grade:

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➢ **24 credit standard diploma option available to all students, including students with disabilities**	▪ **24 credit standard diploma option with academic and employment requirements, available only to students with disabilities**	❖ **24 credits standard diploma option available only to students with significant cognitive disabilities, who take access courses and the alternate assessment.**
4 Credits English Language Arts (ELA)		
➢ ELA I, II, III, IV ➢ ELA honors, Advanced Placement (AP), Advanced International Certification of Education (AICE), International Baccalaureate (IB), and dual enrollment courses may satisfy this requirement	▪ Must earn credits for all the courses listed in the first column ▪ May Substitute a CTE course with content related to English for English IV	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to English for English IV
4 Credits Mathematics		
➢ One of which must be Algebra I and one of which must be Geometry ➢ Industry certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra I and Geometry) scholar	▪ Must earn credits for all the courses listed in the first column ▪ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)

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3 Credits Science		
➢ One of which must be Biology I, two of which must be equally rigorous science courses ➢ Two of three required credits must have a laboratory component ➢ An industry certification that leads to college credit substitutes for up to one science credit (except for Biology I)	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to science for one science credit (except Biology I)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to science for one science credit (except Biology I)
3.5 Credits Social Studies		
➢ 1 credit World History ➢ 1 credit U.S. History ➢ .5 credit in U.S. Government ➢ .5 credit in Economics ➢ .5 credit in Personal Finance and Money Management (Beginning with 9th grade students entering high school in 2023-24 school year)	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to social studies for one social studies credit (except for U.S. History)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses. ❖ May substitute a CTE course with content related to social studies for one social studies course (except for U.S. History)
1 credit and Performing Arts, Speech and Debate, or Practical Arts ** see below		

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7.5 Elective Credits		
	▪ Must include .5 credits in an employment-based course ▪ May include ESE Courses	❖ May include employment based course(s)
1 Credit Physical Education to include the integration of health		
All students must earn a 2.0 grade point average on a 4.0 scale and pass statewide assessments, or earn a concordant/comparative score, unless a waiver of assessment results is granted by the IEP team.		

❖ Parental consent is required before a student may take Access Point courses.

** Eligible courses and eligible course substitutes are specified in the Florida Course Code Directory at http://www.fldoe.org/articulation/CCD/default.asp.

CTE Course Substitutions for Graduation Requirements

Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills, in accordance with subsection 6A-1.0943(5), F.A.C., and instruction in the Access Points is the most appropriate means of providing the student access to the general curriculum. Students must meet the graduation requirements specified in Section 1003.4282(1)-(9) or 1002.3105(5), F.S., through the access course specified for each required core course or through core academic courses aligned with the general education curriculum standards.

Eligible CTE courses, as defined in paragraph (2)(d) of this rule, may substitute for Access English IV; one (1) mathematics credit, with the exception of Access Algebra 1A and Access Algebra 1B and Access Geometry; one (1) science credit, with the exception of Access Biology; and one (1) social studies credit with the exception of Access United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.

Deferral of Standard Diploma

Once a student with a disability meets all the requirements for a standard diploma, they may defer the receipt of their diploma. The decision to accept or defer the standard high school diploma must be made prior to the beginning of the school year in which the student is expected to meet all requirements for a standard high school diploma. A signed statement by the parent, guardian or student, if the student has reached the age of majority and rights have transferred to the student in accordance with subsection 6A-6.03311(8), F.A.C., that he or she understands the process for deferment and identifies if the student will defer the receipt of his or her standard high school diploma, must be included in the IEP. The IEP Team must review the benefits of deferring the standard high school diploma and describe to the parent and the student all services and program options available.

Certain conditions must be met in order to defer the standard diploma:

1. The student's IEP prescribes special education, transition planning, transition services, or related services through the student's 22nd birthday.

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The decision to defer a diploma must be made during the school year in which the student is expected to meet all graduation requirements. Students who fail to defer receipt of a standard high school diploma will be notified by the district, in writing, that receipt of the diploma ends the district's obligation to provide free appropriate public education (FAPE).

Students who choose to defer the receipt of the diploma will participate in a graduation ceremony with their graduation class. If student chooses to NOT participate in the graduation ceremonies, he/she forfeits the opportunity of participation in any future ceremonies.

ESE Assessment Requirements

Standard Diploma with Required State Assessment Waiver:

A student with a disability, as defined in S.1007.02, F.S., for whom the Individual Education Plan (IEP) committee determines that the required state assessment cannot accurately measure the student's abilities taking into consideration all allowable accommodations, shall have the required state assessment results waived for the purpose of receiving a standard high school diploma, if the student:

1. Completes the minimum number of credits and other requirements for graduation and
2. Does not earn passing scores on the required state assessment or on a standardized test that is concordant with passing scores on the required state assessment after attempting each required assessment at least once.
3. Any senior who has not achieved a passing score on the required state assessment may receive intensive remediation.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

5. Parents must complete the Intensive Instruction Waiver Request form (Appendix A).

Student must be in 6th-11th grade.

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student, and then determine the potential for the results of the EOC to be waived.

Any waiver of the statewide standardized assessment requirements by an IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

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A student with a disability who receives a Certificate of Completion and has a TIEP that prescribes special education, transition planning, transition services, or related services may continue to receive free and appropriate public education (FAPE) until the student's 22nd birthday.¶

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VIII. English for Speakers of Other Languages (ESOL)

Students who are enrolled in an ESOL program and have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment may receive immersion English language instruction during the summer following their senior year and/or return as a fifth-year senior to have the opportunity to meet the graduation requirements. Students receiving such instruction are eligible to take the required state assessment or alternate assessment and receive a standard high school diploma upon passage of the required state assessment or the alternate assessment. This section will be implemented to the extent funding is provided in the General Appropriations Act.

Pursuant to Section 1003.433(3), F.S., and SB 6A-1.09422, beginning with the 2022-23 school year, students who have been enrolled in an English Speakers of Other Languages (ESOL) program for *less than 2 school years and have met all requirements for the standard high school diploma except for passage of any assessment required for graduation* as specified by Section 1003.4282 or 1008.22, F.S., or alternate assessment is eligible for a standard high school diploma if the student:

Meets the requirement to pass the statewide, standardized grade 10 ELA assessment by satisfactorily demonstrating grade-level expectations on a formative assessment that generates a score or metric that can be interpreted as a measure of grade 10 level achievement in ELA.

Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records guidelines.

IX. College Readiness

Schools shall use all available assessment results, including the results of statewide, standardized English language arts assessments and end-of-course assessments for Algebra I and Geometry, to advise students of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation.

College-Ready Cut Scores:

Florida's College Readiness Assessments and Cut Scores (as of March 2022)	
Common Placement Tests	
Florida Postsecondary Education Readiness Test (PERT)	Reading (106)
	Writing (103)
	Mathematics (114)
Next-Generation ACCUPLACER, The College Board	Quantitative Reasoning, Algebra, and Statistics (QAS) (261)
	Reading (256)
	Writing (253)
SAT, The College Board	Reading Test (24)
	Writing and Language Test (25)
	Math Test (24)
Digital SAT, The College Board	Evidence-Based Reading and Writing Section (490)
	Math Section (480)
ACT with Writing or ACT, Inc.	Reading (19)
	English (17)
	Mathematics (19)
Classic Learning Test, Classic Learning Initiatives, LLC	Sum of the Verbal Reasoning and Grammar/Writing Sections (38)
	Quantitative Reasoning Section (16)
Alternative Methods	

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PSAT/NMSQT and PSAT 10, The College Board	Reading Test (24)
	Writing and Language Test (25)
	Mathematics Test (24)
Digital PSAT/NMSQT and PSAT 10, The College Board	Evidence-Based Reading and Writing Section (490)
	Math Section (480)
PreACT®	Reading (22)
	English (18)
	Mathematics (22)
General Educational Development (GED®) Test	Reasoning Through Language Arts (165)
	Mathematical Reasoning (165)
Test Assessing Secondary Completion (TASC™)	Language Arts Reading (580)
	Language Arts Writing (560 and 6 on the essay)
	Mathematics (560)
High School Equivalency Test (HiSET®)	Language Arts Reading (15)
	Language Arts Writing (15)
	Mathematics (15)
End-of-Course Assessments	Algebra 1 End-of-Course Assessment (4)
	Geometry End-of-Course Assessment (4)
ALEKS® PPL	Mathematics (30)
CLT10	Sum of Verbal Reasoning and Grammar/Writing (37) Quantitative Reasoning (16)

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X. Exit Interviews

Manatee County students are required to remain enrolled in school until the age of 16. The student's school counselor or other school personnel is required to conduct an exit interview with a student to discuss actions that could be taken to keep the student in school. The student must be informed of opportunities to continue his/her education in a different environment, including but not limited to, adult-education and GED test preparation. The student must complete a survey in the format prescribed by the Department of Education to provide data on reasons for terminating enrollment and actions taken by schools to keep students enrolled to the student's school counselor.

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K-12 Virtual Education

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XI. Virtual Programs

Policy

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through twelve. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes, current and local needs, and includes requirements for virtual education programs. For more information, see Florida Department of Education website – www.fldoe.org.

Virtual Education Programs

All students who choose to participate in a virtual education program must meet all of the local and state requirements for promotion, retention, and good cause exemptions. All instructional personnel, parents, and students are encouraged to become familiar with the requirements for progression from one grade to another, including the requisite testing programs.

Virtual instruction means a program of instruction provided in an interactive learning environment created through technology in which students are separated from their teachers by time, space, or both, and in which a Florida certified teacher is responsible for at least 70% of the online instruction to students in K-12.

As stipulated by the Florida K-20 Education Code (s.1002.20), parents have the right to choose educational options including virtual education. Manatee Virtual School (MVS) provides full-time and/or part-time opportunities for all Manatee County zoned and home school students to access elementary, middle and high school courses. A student's full-time school may not deny access to courses offered through any approved district virtual education program if the desired online course(s) is an appropriate course placement based on the student's academic history, grade level, and age.

Note: Per Florida Virtual memo of June 2011, public school students may only register for up to three FLVS courses at one time.

- Full-time virtual education is available for home education and FLVS students.

A student must be assigned to a FLVS course either before the school year or semester begins or within the first ten days of either semester to be able to withdraw from a SDMC face-to-face course.

The Manatee County School District shall provide students with access to enroll in courses available through the MVS option of the student and parent's choice and shall award credits or academic points for successful completion of such courses. While a district may not artificially limit a student's enrollment in online courses offered by the school district, another school district, or FLVS if the student would be academically eligible to enroll in the same courses in a brick-and-

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mortar setting within the district, a district still has authority and responsibility to provide academic guidance to their students. This includes limiting enrollment in courses for which the student is not academically qualified in the same manner it would limit a student from enrolling in brick-and-mortar courses for which the student is not academically qualified.

Access to approved virtual courses shall be available to zoned school students during or after the normal school day. Students wishing to take courses through MVS options must work closely with their school counselor to ensure that appropriate virtual courses are reviewed and approved to match the needs of the students. MVS courses are available during the academic school year and summer session.

An important characteristic of the virtual instruction program is that students, along with a responsible adult, assume the responsibility for student success. All courses offered in the virtual instruction program are based on the Florida State Standards. All full-time Manatee virtual students are required to take and pass the state-required assessments at their zoned school. Students are able to participate in extracurricular activities at their zoned school. The virtual school option requires eligible students with the capacity and motivation to become independent learners.

SDMC offers only virtual instructional programs approved by the Florida Department of Education. All virtual instruction providers are required to sign the District Assurances to affirm they are meeting all the requirements in Florida Statute. Manatee Virtual Program rules and procedures, both full and part-time, are included in the Manatee Virtual Program Handbook. Students who qualify for free and reduced lunch and do not have a computer at home may qualify to receive all required equipment.

All students enrolled in a virtual full-time district school program are subject to compulsory attendance requirements of s1003.21 Florida Statutes as specified in the Manatee Virtual Program Handbook. Attendance must be verified by virtual teacher, registrar, and the school district. The parent or a responsible adult is required to be available to assist the student as a learning coach through each school day. Middle school students will be graded on the average of the first semester grade and the second semester grade. If the student does not finish 100% of the second semester, they cannot pass the course regardless of their first semester grade. Courses that require an end-of-course assessment (EOC) must follow all state grading and credit requirements.

Middle and high school students will typically spend 5-6 hours daily on coursework and homework. Failure to make adequate progress or to demonstrate appropriate attendance may result in dismissal from the program.

MVS Programs:

In order for students to be eligible for any MVS full-time virtual program for the school year, the student must meet the eligibility requirements listed below:

1. Grades K-5 Criteria:
    a. Children who are five years old on or before September 1 are eligible to start kindergarten in August.
    b. To enter first grade, a child must be six years old on or before September 1 and must have successfully completed kindergarten (Florida Statute 1003.21).
    c. A child must have demonstrated academic success in the previous 2 years of school as indicated by final report cards. If the student is moving to 1st grade, then submit kindergarten final report card.

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d. A child must have demonstrated grade level proficiency on state assessments from the prior school year. If the student is entering Kindergarten, no test scores are required.

e. A student must apply for admissions in the enrollment window as posted on the Manatee County Schools website.

2. Grades 6-12 Criteria

a. A student must have demonstrated academic success in the previous semester courses.

b. A student must have attained grade level proficiency on at least one of the following standardized tests in the prior school year:

- FAST ELA/FAST Math
- All end-of-course (EOC) exams that student has already taken
- Stanford Achievement Test (50th percentile or higher on the Reading section)
- Iowa Test of Basic Skills (50th percentile or higher on the Reading section)
- Grade level proficiency on an official standardized test administered by another public school system

3. Reside in Manatee County

Full-time Virtual Education Options

MVS provides one full-time virtual school program:

- Manatee Virtual School (MVS)

The full-time MVS is a contracted program with FLVS which uses the FLVS online curriculum and either Manatee or FLVS teachers, depending upon the need.

Goals of MVS:

a. To provide a comprehensive virtual education program

b. To provide flexibility in student academic and non-academic scheduling

c. To provide opportunities for students to accelerate

To remain in MVS, a student must:

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a. Maintain virtual attendance expectations as prescribed in the MVS and FLVS policies and procedures manual.

b. Meet benchmarks, including all state required-assessments.

c. Provide his/her own transportation to their zoned school on designated test days for all state required-assessments and provide photo ID.

d. Be considered zoned-school students for sports and extracurricular activities.

e. Follow and maintain course pace, according to course and instructor requirements.

f. Work with the zoned-school athletic director regarding NCAA eligibility.

g. Agree and adhere to all the student and parent guidelines as stipulated in the MVS Handbook.

h. Enroll in and complete six half-credit courses each semester within the specified enrollment and completion dates.

How to apply to a Full-Time Virtual Program:

Manatee County public, charter, or home school students should consult with their school counselor and review the MVIP and FLVS websites. Enrollment windows are posted on the MVS Website, Brochure, and other District Communications

Part-time Virtual Education Options

Students who wish to enroll in a virtual education option on a part-time basis may choose to do so through either MVS or FLVS (see criteria above). This program allows students enrolled in public school or home school to take a portion of their coursework online for the purposes of acceleration, grade forgiveness or credit recovery. Zoned school students may participate in this program by taking any portion of their course-work online and at school (up to a total of 3 courses). Charter school students must register for FLVS courses for part-time enrollment. Public school students are required to take all required state assessments at their zoned school.

The performance of zoned school students shall be included for school grade or school improvement rating purposes by the non-virtual school providing the student's primary instruction.

Policies for Part-time Programs:

1. A student may not be placed in the same course concurrently at a district middle or high school and at Florida Virtual School.
2. Schools may not deny placement in a course offered through Florida Virtual School even if the school offers the same course.
3. A student who withdraws or is withdrawn from a virtual course within 28 days of entry must enroll in enough courses at the zoned school to maintain full-time enrollment status.
4. 8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

General Information

Equipment Requirements

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Students wishing to take a virtual course should have access to their own computer. Some provision is available to students with an established need as verified by the free-and-reduced lunch application process. Students must also have access to a phone to contact their teacher(s) for assistance.

Most virtual school courses make use of a wide variety of features and technologies, such as Java, Flash, Acrobat Reader, Apple QuickTime, or Microsoft Media Player, and depending on the course, other specialized components that help students achieve a more immersive learning experience.

The PC, Mac, mobile and other hardware requirements vary according to the program provider and will be listed on each program's website.

Due to the wide array of technologies in over 100 courses, there are some limitations to browsers and devices that the district can support. Currently, students may use recent versions of the following browsers:

- Microsoft Edge
- Mozilla Firefox
- Google Chrome
- Apple Safari

MVS/Florida Virtual School expects a full commitment to academic integrity from each student.

Academic integrity means:

- Student's work on each assignment will be completely his/her own.
- Student's collaboration with another classmate on any assignment will be pre-approved by their instructor.
- Students will not practice plagiarism in any form.
- Students will not allow others to copy their work.
- Students will not misuse content from the Internet.

Plagiarism is defined as copying or using ideas or words (from another person, an online classmate, or an Internet or print source) and presenting them as your own.

Please be aware that all MVS/Florida Virtual School instructors utilize a **myriad of technologies to check student work for authenticity including, but not limited to, the upload of student work to TurnItIn.com**. In order to maintain the integrity of all grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams. If an instructor confirms that a student has plagiarized work in any manner, the student will be subject to consequences determined by MVS /Florida Virtual School staff and may be **removed from the course and/or program with a failing grade.**

Extracurricular Activity Eligibility:

A full-time virtual school student who meets specified academic and conduct requirements is eligible to participate in extracurricular activities at the zoned school.

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AGENDA ITEM NO. 12.3

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Authorization to Amend Charter Schools Contracts to Share a Portion of the Sales Surtax with qualified Charter Schools Beginning in 2025-2026 Fiscal Year

Executive Summary
At the May 23, 2025 School Board Workshop the Board directed that the District share, on a graduated scale, the sales surtax with Charter Schools in 2025-2026.

Procedures for Board Share of Sales Surtax Revenue are attached hereto and made a part hereof.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
Superintendent recommends the authorization to Amend Charter Schools Contracts to Share a Portion of the Sales Surtax with qualified Charter Schools Beginning in 2025-2026 Fiscal Year.

Financial Impact
For 2025/26 the charter schools will receive 50% of the proportionate share of anticipated revenue collected which is estimated at $55,906,963 less maximum annual debt service payments of $12,681,500, or $43,225,403. This amount will be divided by the District's total capital outlay FTE equivalent membership plus the total number of FTE equivalent of each eligible charter school, then multiplied by eligible charter school FTE per the most recent FDOE survey in effect, to determine the capital outlay allocation for each charter school. Shared distributions shall start at 50% in 25/26, 60% in 26/27, 80% in 27/28, and 100% thereafter. Sales Tax revenues have historically increased 4% per year (Capital Fund).

Contact
Submitting Departments: Business Services, Operations
Initiated by: Rachel Sellers, Deputy Superintendent of Business Services

Attachments:
Procedures for Sales Surtax Revenue Share

PROCEDURES FOR SALES TAX REVENUE SHARE

Authorization for the Superintendent and legal to move forward to amend the Charter Schools contracts to share a portion of the sales surtax proceeds in the 2025-2026 fiscal year.

Monthly disbursement to qualified charter schools will be based on Actual sales tax revenue collected from the Financial Management department of Manatee County less Maximum Annual Debt Service (as defined in the hereinafter defined Sales Tax Bond Resolution) payments and any other payments related to the District's Sales Tax Revenue Bonds, Series 2017 and any Additional Bonds issued pursuant to the Sales Tax Revenue Bond Resolution adopted on February 18, 2003, as amended and supplemented (the "Sales Tax Bond Resolution") and payments on any future debt obligations to be paid, in whole or in part, from sales tax revenues. The qualified charter schools, per Section 1013.62, F.S., proportionate share will be based on charter school FTE per the most recent FDOE surveys in effect for that month (not charter school projections). Charter School agreements will need to be amended to include capital fund/surtax distribution. The charter schools will be required to provide detailed system-generated monthly and annual expenditure reports from each charter school for monitoring and audit purposes by the independent citizens committee. Once final FTE information is available, reconciliation of the sales tax revenue to FTE will be performed, and any adjustments will be made to the following monthly disbursement. It will be the responsibility of the Charter Schools to spend their funds appropriately. The district's responsibility will be to equitably disburse funds based on unrestricted monthly revenue (Maximum Annual Debt Service payments and any other payments required by the Sales Tax Resolution and payments on any future debt obligations to be paid, in whole or in part, from sales tax revenues will be deducted before allocating revenue to Charters) and revenue disbursed will be reconciled with final FTE calculations.

If the funds are not spent in accordance with Section 1013.62, Florida Statutes, the District is permitted to take recourse with the qualified charter school.

District shall share on a graduated scale sales surtax to Charter Schools in 2025-2026, which will be 50% of their proportionate share of the district's anticipated revenue collected less Sales Tax Revenue Bond debt service payments. This amount will be divided by district's total capital outlay FTE equivalent membership plus the total number of FTE equivalent of each eligible charter school, then multiplied by eligible Charter School FTE per the most recent FDOE survey in effect. Shared distribution shall start at 50% in 25/26, 60% in 26/27, 80% in 27/28, and 100% thereafter. Sales Tax revenues have historically increased 4% per year.

The Charter Schools are required to account for all revenues and expenditures per Florida Statutes 212.055 and 1013.62.

AGENDA ITEM NO. 13.1

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Approval of Carr Riggs & Ingram (CRI) Human Resources Compliance Report

Executive Summary
On June 10, 2025, Mr. James Daniel provided the Carr Riggs & Ingram Human Resources Compliance Report

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
Board recommends approval of the CRI Human Resources Compliance Report.

Financial Impact
No Financial Impact

Contact
Submitting Department: Audit Committee
Initiated by: School Board

Attachments:
SDMC Human Resources Compliance Report - Carr Riggs & Ingram

School Board of Manatee County

Internal Audit of Human Resources – Compliance

April 30, 2025

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CRI Advisors, LLC
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April 30, 2025

Audit Committee and School Board of
Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205

Pursuant to the approved 2024/2025 internal audit plan, we hereby submit the internal audit of Human Resources (HR) - Compliance. We will be presenting this report to the Audit Committee at the next scheduled meeting on May 14, 2025.

Our report is organized in the following sections:

Executive Summary	This provides a summary of the observations and testing results related to our internal audit of the Human Resources – Compliance functions.
Background	This provides an overview of the Human Resources functions reviewed related to compliance.
Objectives and Approach	The internal audit objectives and focus are expanded upon in this section as well as a review of our approach.
Observations Matrix	This section provides the results of our internal audit procedures, including our recommended actions and management's responses.

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We would like to thank all those involved in assisting the Internal Auditors in connection with the internal audit of the Human Recourses – Compliance functions.

Respectfully Submitted,

CRI Advisors, LLC

CRI Advisors, LLC

Executive Summary

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Executive Summary

Overview

The School District of Manatee County's (District) Human Resources Department (HR) provides support to approximately 6,200 employees, of which approximately 2,900 are teachers and 750 are paraprofessionals, throughout the employment lifecycle. The District serves as the largest employer in Manatee County. Areas supported by HR includes recruiting and retention, onboarding, benefits, certifications, discipline, and terminations. HR is the primary resource to provide guidance to employees in employment matters due to their extensive knowledge of District policies, union contracts, and Federal and State laws and regulations. Written guidance is provided to employees through the Employee Handbook, Human Resources Guidelines for Administrators, intranet documents, as well as links to contacts and resources on the District's website.

Objectives

The primary objective was to assess whether the system of internal controls over compliance functions within HR is adequate and appropriate for promoting and encouraging consistent application of management's objectives including compliance with laws, rules, policies and procedures, as applicable.

Methodology

We evaluated risk of compliance functions within HR and discussed them with the Audit Committee . We interviewed management, reviewed available policies and procedures, and previously issued reports to develop the audit program. During our audit we tested the following HR compliance functions and related areas:

- Policies and Procedures
- Board Reporting
- Teacher Certifications
- Certification Renewals
- Teaching Out-of-Field
- English for Speakers of Other Languages
- Unemployment
- Disciplinary Process
- Disciplinary State Reporting
- State Certification System Access
- PeopleSoft System Access

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Testing Results and Observations

Overall, the operating controls evaluated during this internal audit related to the HR compliance functions noted above are rated as Satisfactory. Policies, procedures, manuals, and other guidance provide the HR Department, District leaders and employees with the resources needed to perform compliance related functions, including certification renewals and disciplinary processes. State reporting for disciplinary action is completed as per guidance and is well documented. Board reporting captures HR transactions and other related activities. Unemployment claims are monitored and reviewed through a third-party vendor.

Observation ratings are a subjective evaluation of the severity of the concern and the potential impact on the operations. An observation rating of "High" represents an issue of immediate concern and could cause significant operational issues if not addressed soon. A "Moderate" rating is an issue that may also cause operational issues and does not require immediate attention but should be addressed as soon as possible. Observations given a "Low" rating could escalate into operational issues but can be addressed through the normal course of conducting business. The following is a summary of observations noted.

Ratings by Observation	Risk Rating
1. Teaching Out-of-Field Reporting	**Moderate**
2. Unemployment Procedures and Documentation	**Low**
3. VERSA System Access	**Low**
4. Discipline Interviews – Best Practice	

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Background

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Background

Overview

The Human Resources Department ("HR") is located at the Walter E. Miller School Support Center (SSC) and led by the Executive Director of Human Resources. The Executive Director of Human Resources reports directly to the Deputy Superintendent of Operations. It should be noted that during this audit the Chief Human Resources Officer (former head of HR) resigned, and an Executive Director of Human Resources was hired. There are a total of 32 employees in HR. The positions reporting to the Executive Director of Human Resources are the HR Administrator – Employee Benefits, Assistant HR Director Business Process (includes Employee Relations) and the Assistant HR Director – Certification & Recruiting. Provided below are the functions and areas reviewed during this internal audit.

Board Reporting

The School Board traditionally meets four times a month, consisting of two (2) Board Workshops and two (2) Board Meetings. Board Workshops are reserved for in depth discussions and presentations to the Board on a variety of topics. This allows the Board to discuss items that later could be presented in a School Board Meeting to be voted on. For example, School Board Policy changes are first presented and discussed during the Board Workshops, which will then be presented for approval at a later School Board Meeting. Workshops are also used for educational purposes on certain topics, such as legislative changes, discussion on District initiatives, and construction project updates. General HR items, such as updates and creation of policies, educational informational topics, etc., are presented at workshops and School Board Meetings like any other department in the District. Specific items in regard to HR are presented through set agenda items that could potentially be presented at each School Board Meeting. These items could include the following:

- Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
- Approval of the Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages)
- Approval of New or Revisions of Job Descriptions

HR previously entered the items in first bullet point above manually into a template for the Board Agenda. HR engaged the Information Technology Department (IT) to create an automated system to enter personnel data into the Board Agenda to create an easier process for the HR staff. This occurred during the course of this audit. There are also additional items that are presented at the School Board Meetings that relate to collective bargaining agreements, disciplinary action of employees, or items that elevate to require School Board approval. The Executive Team Cabinet meetings are held to review in detail the items that will be going to the School Board Meetings.

Certifications

The District partners with the Florida Department of Education (FLDOE) to assist with navigating the Florida Educator Certification process. District Certification Specialists provide certification information and related services to administrators, educators, prospective educators, and other constituents. The Certification Specialists are trained to explain current laws and rules governing eligibility for a Florida Educator Certificate, and to carry out their statutorily authorized certification responsibilities. They ensure that all educators within the District are compliant with Florida laws pertaining to educator certification.

The Assistant HR Director – Certifications & Recruiting leads a team of three (3) Certification Specialists. Each is assigned schools and work with the teachers at each school to make sure they are aware of the requirements to keep their certifications. The Certification Specialists also review teacher certifications during the hiring process. The Certification Specialists provides instructions and guides teachers step by step during the renewal process. The Certifications page on the Director's website provides information, links, and guides on teacher certifications and renewals. The website also notes that when it is time to renew, FLDOE will automatically open a renewal application for the instructor and sends a reminder via

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email to their account. The teacher must respond and complete the renewal before your certificate expires. A link to the FLDOE website and number is provided. The Certification Department has an internal share drive (One Drive) with robust Standard Operating Procedures (SOPs) to provide guidance for the certification process. The SOPs have various tabs which provide guidance for the Certification Specialists, which include task schedules for the renewal process and assignments of schools to the Certification Specialists, and FLDOE certification requirements. This is a living document that is updated as needed.

For teacher renewals, the 1st email is sent to the teacher in the current school year in which the certification expires. The email is typically sent on July 1st providing the teacher notification of one (1) remaining full year to complete any remaining requirements. Another email is typically sent in December, and then a 3rd email in the second half of the school year. There are different requirements that teachers can meet depending on the type of certification and classes taught. The requirements that need to be met are listed, and it is communicated to teachers the ability to reach out to the Certification Specialist for questions or concerns.

The Certification Specialists work with teachers throughout the year to ensure they meet the requirements for renewals. Teachers have a five (5) year period to obtain the necessary training to renew. Some teachers will wait until the last year, and therefore these are the teachers that the Certification Specialists will work with throughout the year to assist them with the requirements to keep their certifications. COVID had a big impact on teachers and renewals, therefore dates were extended by FLDOE to help give grace periods. Florida House Bill 1 then made significant changes to the certifications validity period, allowing for more time for instruction staff to obtain the renewal requirements, and establishing longer periods between expirations. House Bill 1 also expanded the Family Empowerment Scholarship. Changes as a result of House Bill 1 were noted on the Certification page on the District's website.

Teachers primarily have two (2) options to renew their license; 1) attending and earning six (6) college semester hours or 2) achieve 20 in service points that are equivalent to one (1) semester hour of college. Therefore, a teacher would need to obtain 120 service points. There are additional requirements that could be required for certain certifications. The Certification Specialists are available to help teachers correct documentation necessary to meet the renewal requirements. The documentation is submitted to the FLDOE and it is the FLDOE that determines if the requirements are met for certification renewal.

Training and courses taken by teachers through the District are tracked using My Professional Growth System (MyPGS). MyPGS is an online platform that helps manage professional learning and development for employees. It can be used to search for and register for professional development opportunities, track in-service credits, and more. Teachers can obtain their transcripts through the SDMC MyPGS site and export them for submission to the FLDOE. The teacher then logs into the FLDOE Online Licensing Service website and submits their transcripts. Links to various pages at the FLDOE are provided on the District's Certifications website, including a link to the Florida Education Certification Renewal Requirements page that contains a video on the renewal process.

Within PeopleSoft a profile exists for each teacher which contains subjects taught, certification expiration dates, level of certifications, type of certificates (temp adjunct or profession, teaching out-of-field, ESOL, etc.). Queries are pulled to identify when certifications are expiring and those teaching out-of-field or ESOL. Assigned HR employees have elevated access to the FLDOE certification website, VERSA. VERSA is a licensing software system used by the Florida Department of Education (FLDOE) to manage educator certification. The Certification Specialists can review the status and confirm if requirements have been met by the teachers and certifications renewed. If met and renewed, the expiration date in PeopleSoft will be updated manually by the Certification Specialist. During the FTE process occurring in October and February each school year, the Certification Specialists review their assigned schools and teachers to compare the class schedules to their certifications. This is a manual process that takes the Certifications Specialist at least two (2) full weeks to complete, and determines if teachers assigned to classes have the correct certifications to teach those subjects.

Teaching Out of Field

School Board Policy 3130 Appointment Assignment Transfer of Instructional Staff under Teachers Teaching Out-of-Field, which addresses Florida Statute 1012.42, states that "Out-of-Field" means a teacher is assigned to a course covering subject matter outside the field for which the teacher holds a certificate. There are three main elements documented in the policy that must occur:

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A. Development of an out-of-field teacher plan
B. Approval of out-of-field teachers by the Board
C. Notification to parents of teachers teaching out-of-field and posting of those out-of-field teachers on the District's website 30 days prior to the beginning of each semester.

Monitoring of teaching out-of-field is conducted by the Certification Department within HR. Out-of-field teachers must sign an Agreement to Earn (A2E) that outlines the subject/content area and endorsement that must be obtained, as well as sign off by the teacher and Certification Department. There is no statutory requirement to execute an A2E, however, the District utilizes this agreement so that the teacher is aware of the requirements to continue teaching that subject beyond the one year. The list of out-of-field teachers, including ESOL and reading, are then cumulatively presented at each School Board Meeting throughout the school year. The District posts the teaching out-of- field prior to the semester on the District's teacher certification webpage. Parents are then notified by each school via a letter, newsletter, or the school's website.

The Certification Specialist monitors the progression of teachers to meet requirements throughout the school year. Follow-up correspondence is performed by the Certification Specialists for those that have not yet met the established requirements. As noted in the A2E, if a teacher does not meet the requirements, the teacher will not be able to continue teaching that subject. The teacher will not be able to teach in any out-of-field positions again in the District until the requirements are met. A field in PeopleSoft is used to track those teaching out-of-field with expiration date, enabling a report to be pulled and presented at School Board Meetings.

Disciplinary

District disciplinary policies state that when the discipline of a staff member becomes necessary, such action shall be in proportion to the employee's offense or misconduct, consistent with appropriate procedural and substantive due process and State law, and/or the specific provisions of any appropriate collective bargaining agreement. The SDMC Employee Handbook provides an overview of the Districts' Progressive Discipline Plan. HR and the District's Office of Professional Standards (OPS) are available to any employee in the District to discuss disciplinary matters or file complaints. OPS investigates violations of established District policy and ethical violations of the Principles of Professional Conduct for the Education Profession in Florida. Allegations of misconduct that are found to violate criminal law statutes are promptly reported to local law enforcement for investigation. Legally sufficient complaints against certificated educators are also referred to the Education Practices Commission for further investigation.

Not all matters require an investigation by the OPS. Classroom management issues, job performance factors and matters of managerial concern may be referred to the site-based supervisor or HR for handling. These concerns are documented in a 'screened matter' to show they were properly vetted and addressed. The HR department documents these inquires through a log to track reporting and outcomes. There are also classroom/department performance issues that are handled by the school and with any required assistance from HR, such as tardiness, absenteeism, or other performance issues. If HR determines that any of these issues need to be elevated, they are forwarded to the OPS.

Once the OPS completes a report, the report is reviewed with the General Counsel and Superintendent. The disposition determined is based upon the findings and outcome of any potential policy or ethical violations. If presented to the Disciplinary Review Committee (DRC), the DRC reviews the report and determines action. The DRC is comprised of the Deputy Superintendent of Operations, Deputy Superintendent of Instructional, HR and then a party from the department of the employee. The DRC determines all disciplinary actions, which could include additional training, suspensions, and terminations. A copy of the Disciplinary Action is then provided to the employee and then placed in the respective personnel file. If an employee is terminated, resigns during investigation, or resigns in lieu of termination, the change in employment is reported to the School Board.

Depending on the outcome of the investigation, the District could be required to notify the FLDOE, which is performed by OPS. *Florida Department of Education Rule 6-A-10.084* went into effect in 2022. The rule requires school districts to notify the FLDOE when an employee is terminated or resigns under investigation. The person, depending on the reason for termination, could then be placed by the District on a

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Disqualification List to prevent the employee from being hired at another school district. The Rule outlines the reasons for placing an individual on the Disqualification List. These primarily stem from sexual and inappropriate contact with students. Each school district is required to complete a DQ-6 Form to document the termination and note if the separation was due to a report or allegation of sexual misconduct with a student. The DQ-6 Form is completed by the OPS and then as required, the form is notarized and submitted to the FLDOE.

Additionally, when it comes to school misconduct, Section 1012.796, Florida Statutes requires that complaints against teachers and administrators requires the following:

- Requires the department to investigate legally sufficient complaints of educator misconduct.
- Requires each school district to file in writing all legally sufficient complaints on certified individuals within 30 days of knowledge.
- Requires each school district to provide unredacted documents to the department and all information known or collected by the district or school.
- Requires the complaint and all information obtained by the department to be exempt from public record until conclusion of the investigation.

Unemployment

The District utilizes a vendor, Industrial UI Services (IUI), to handle unemployment claims. When a claim is filed by a former employee, IUI receives notification from the Florida Department of Revenue and serves as an intermediary. IUI handles all communications with the State. IUI will then email an assigned HR associate, typically the Employee Relations Manager, for information on the employee, such as date terminated, pay, and reason for termination. The vendor will then submit the information to the State of Florida, which will then review and rule on the claim. Once a determination is reached on the claimant's eligibility, whichever party disagrees with the determination has the right to appeal by requesting a hearing.

The Florida Unemployment Benefits Guide outlines the filing and process for employees that have been separated from their employers. The document provides the eligibility for unemployment benefits with listed criteria, which includes not losing a job by no fault of their own. This includes not qualifying if someone was terminated or quit. The maximum a person can receive in the state of Florida for unemployment is $275 a week, for 12 weeks, for $3,300 total. The Florida Department of Revenue bills quarterly for unemployment reimbursements.

During the audit the Assistant HR Director – Business Processes noted that the volume of unemployment claims is low compared to the time period during COVID. There is usually an increase during the summer due to unrenewed contracts. Unrenewed employees can file and receive unemployment. There are some contract employees that do not work during the summer months, such as food services and transportation, that at times will file unemployment. If after review of an unemployment claim the State has determined an employee is eligible, the District has the ability to appeal which is filed by IUI. The District may be required to attend unemployment court hearings. If it is determined the former employee was ineligible and the appeal in favor of the District, the former employee would be directed to repay funds which would be administered by the Florida Department of Revenue. This could occur over a period of time and displayed as a credit on the quarterly Reimbursement Invoice from the Florida Department of Revenue.

System Access

The Information Technology (IT) Department drives the PeopleSoft Semi-Annual Access Privilege Validation process. The semi-annual reviews occurs typically in October and March. Reports are generated by the Security Analyst and sent to department heads throughout the District. Status of the reviews are tracked using tickets through the District's Service Desk. The reports document the roles attached to each user, access level provided to each role, and cost centers and business unit access. The department head is instructed to review, identify, and verify current user access privileges and determine if access assigned is appropriate. Access to the FLDOE VERSA system is controlled by the FLDOE with changes made through email correspondence by the Assistant HR Director – Certifications & Recruiting.

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Background - continued

Staffing

Key personnel from the Human Resources Department, as well as other areas within the District, that are involved with HR compliance related processes and assisted in the internal audit are as follows:

Title
Deputy Superintendent of Operations
Executive Director of Human Resources
Chief Human Resources Officer (former)
Chief Technology Officer
Assistant HR Director – Business Processes
Assistant HR Director – Certifications & Recruiting
Investigator - Office of Professional Standards

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Objectives and Approach

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Objectives and Approach

Objectives

The primary objective was to assess whether the system of internal controls over the HR compliance related function is adequate and appropriate for promoting and encouraging consistent application of management's objectives including compliance with laws, rules, policies and procedures, as applicable. Focus was on the control structure surrounding HR and selected compliance related functions.

Approach

Our internal audit approach consisted of three phases:

Understanding and Documentation of the Process

During the first phase, we held an entrance conference with key personnel involved with HR to discuss the scope and objectives of the internal audit work, obtain preliminary data, and establish working arrangements. We reviewed the primary laws, rules and policies that govern HR within the scope of this audit. We conducted interviews with management and staff and documented their respective roles in the processes. We updated our understanding of the processes and relevant controls and developed a risk based audit program.

Detailed Testing

The purpose of this phase was performance of testing procedures, based on our understanding of the HR compliance related functions, to meet the objectives stated above. Our detailed procedures for the period July 1, 2023 through March 31, 2025 included inquiry, walkthrough and/or testing of individual transactions for the areas listed below. See Attachment A for Detailed Testing Procedures.

Policies and Procedures
Board Reporting
Teacher Certifications
Certification Renewals
Teaching Out of Field
ESOL
Unemployment
Disciplinary Process
Disciplinary State Reporting
State Certification System Access
PeopleSoft System Access

Reporting

At the conclusion of our procedures, we documented our understanding of compliance functions of HR and summarized our observations related to their adherence to the statues and guidelines. We conducted an exit conference with management and have incorporated management's responses into our report. We provided copies of our report to appropriate District personnel.

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Observations Matrix

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Rating	Observation	Recommended Action	Management Response
Moderate	***1. Teaching Out-of-Field***		
	We obtained the *Teaching Out-of-Field Reports* from the District's Website and selected a sample of twenty (20) teachers listed on the reports. We performed the following testing: a. Obtained the teaching out-of-field Agreement to Earn (A2E) contract for those that qualify and review for attributes in District Policy 3130. b. Reviewed for approval of out-of-field teachers by the School Board. This included teachers that were assigned after the start of the semester. c. Verified that parents of students were notified in writing of teacher assignment through review of letters or newsletters. d. Reviewed reporting by the Board on the District's website. e. Obtained evidence for those teachers that completed requirements or were reassigned if they did not meet requirements by due date. During our testing we noted the following observations: • Two (2) out of the 20 teachers did not have the A2E contract on file. This is not a statutory requirement but a practice of the District. • There was one teacher that never had evidence, either approved or assigned, of teaching out-of-field, in the PeopleSoft system but appears on the Board Report. Additionally, the Board Reports, which are posted on the District's website prior to the start of the semester and then presented as part of the agenda at each School Board Meeting, contained teachers with due dates as far back as 2018.	HR Management should perform the following to ensure completeness and accuracy in the teaching out-of-field process: 1) Evaluate the current information reported and frequency of the *Teaching Out-of-Field Reports*. Determine if there is a need to report those that are no longer currently teaching out-of-field in which the due dates have expired as well as the frequency in which the reports should be presented to the School Board and updated on the District's website. 2) Evaluate the parameters used to pull the *Teaching Out-of-Field Reports* from the PeopleSoft system. This includes the data sources the query is pulling to place teachers on the report and also to determine reasons a teacher would appear without evidence of teaching out-of-field. 3) Review the accuracy of the *Teaching Out-of-Field Report* when produced to include validating those that appear on the report. Any additions to the report should also be reviewed to ensure there is an A2E contract on file.	The Assistant Director over Certification and Recruitment will implement the following process: Request the report parameters created by the IT department for the automated Out of Field (OOF) Reports. A certification specialist will initially conduct an audit of the entire report for 1) classes taught where the individual is OOF, 2) determine if there is an Agreement to Earn (AE) form in place for all individuals listed. Any identified errors will be corrected. After this initial audit, a monthly audit of five positions, chosen at random, listed on the OOF report will be conducted for compliance. The OOF report will be updated to the district website with each Board meeting. *It is worth noting that it is District process and preference to keep individuals on the OOF list that have extended any windows of time for staff to obtain the required certifications or endorsements. Is District practice to maintain this as a public list so that districts where employees apply in the future would be able to access OOF placements. **Responsible Party:** Craig Little, Assistant Director and/or designee Dure Dates: Request report parameters: May 9, 2025 Perform audit of current report, make corrections: May 30, 2025 **Estimated Completion Date:** June 15, 2025

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Rating	Observation	Recommended Action	Management Response
Low	***2. Unemployment Procedures and Documentation***		
	We obtained a report from the vendor Industrial UI Services (IUI) for claims filed for the current school year, 7/1/2024 through 1/14/2025, and selected claims for review. There were 22 claims filed during this period for a total paid of $23,580. For reference there were 52 claims filed during the previous school year (2023/2024) for a total of paid of $55,617. We focused our testing on the current school year to test the current practices and most recent data and documents for the claims. We selected ten (10) of the 22 claims, a total of $10,263 in paid claims, for the current 2024/2025 school year and performed the following testing for each selection: 1) Unemployment claim email sent from IUI was reviewed by HR and replied with requested information. 2) Claim outcome determined by the State was reflective of the separation reason and response provided by the District. 3) Using the Quarterly Billing Report, determined if payments have been made to claims in the selection are appropriate (based on the claim outcome). We requested supporting documentation from the Assistant HR Director – Business Processes for our testing. Due to the turnover in the position of Employee Relations Manager throughout the current and previous school years, requests were made by the Assistant HR Director – Business Processes to the District's IT Department to search for email correspondence with the vendor as well as requests made to the vendor. Supporting documentation was obtained and provided, which included email correspondence between the District and vendor, supporting documentation such as resignation letters or other emails noting the reason why an employee was terminated. We then reviewed and traced each in the sample to the Quarterly invoice from the Florida Department of Revenue. There were instances in which the claims were still being reviewed by the State or the decision came back favorable to the District. In these instances, per the vendor and HR, the former employees will be required to pay back any unemployment funds they had received.	HR Management should perform the following to ensure unemployment claim records are readily available and processes followed: 1) Develop written procedures for the unemployment claim responsibilities of the HR Department. This includes email correspondence, record keeping, monitoring for status of claims, and potential involvement in court hearings. 2) Maintain correspondence with IUI in a central location rather than in email. This central location should be accessible by all those in the HR that would need access, especially in the event the main contact, typically the Employee Relations Manager, is not available.	The District contracts with a third-party vendor, Industrial Unemployment Insurances Services (IUI). The third-party vendor reviews the request and contacts the District for documentation and explanation of the claim. Any requested materials are supplied to the IUI and they complete the review and submission process. The Assistant Director will create a process document (job aide) and place this document in a created shared folder on the HR shared drive named "Unemployment Claims". This drive may only be accessed by assigned staff. The job aide will contain a checklist of all documents that may be required to support an unemployment claim, as well as links or directions for where these documents can be located as they are stored electronically. **Responsible Party:** Donna Peregoff **Estimated Completion Date:** Job aide and shared drive folder will be complete by June 5,2025.

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Rating	Observation	Recommended Action	Management Response
Low	***3. VERSA System Access***		
	We obtained a list of School District employees with elevated access to the Florida Department of Education (FLDOE) VERSA system. VERSA is a licensing software system used by the FLDOE to manage educator certification. The list of users was provided by the FLDOE upon request by Assistant HR Director – Certifications & Recruiting. Of the six (6) users assigned access, one (1) was no longer in a position with the District requiring access and one (1) user was no longer employed by the District. Access for the two (2) users was immediately requested to be removed by the Assistant HR Director – Certifications & Recruiting, and a record of this request provided during the internal audit.	HR Management should contact the FLDOE when there are staffing changes to ensure only authorized individuals have access to the VERSA system.	The Assistant Director over Certification and Recruitment, Craig Little, will implement the following process: The specialist will check VERSA System Access monthly for membership and accuracy; there are five accesses permitted by the Department of Education. The Assistant Director will add or remove staff access to VERSA system. **Responsible Party:** Craig Little, Assistant Director and/or designee **Estimated Completion Date:** May 15, 2025

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Discipline Interviews – Best Practice

We facilitated interviews with five (5) principals and three (3) department managers/directors regarding the disciplinary process. Using District policies, procedures, union contracts, and manuals as well as feedback from the Chief Resources Officer and Assistant HR Director – Business Processes, we developed a group of questions that focused on the interviewees' knowledge of District policies, procedures, and resources to address disciplinary actions. We shared the results of our interviews with the Chief Human Resources Officer, Assistant HR Director – Business Processes, and Office of Professional Standards Investigator.

Interviewees all responded positively that HR and OPS are available as resources and provide guidance when requested. Interviewees were aware of District policies, procedures, union contracts, and manuals as references when addressing disciplinary actions. Interviewees were aware of the District's progressive discipline plan as well as requirements for union representation when applicable. If additional guidance is needed, contact is made with HR or OPS for support and determination of the necessary steps. Situations that require escalation based on severity are discussed and addressed as determined. Forms and letters used in the disciplinary process are available to the interviewees through locations internally or requests from HR.

Based on feedback from the interviewees, we have provided thoughts for Management to consider:

Discipline Scenario Training - The primary feedback from principals was the need for additional training provided to assistant principals or new principals for disciplinary situations. The exposure a vice principal receives depends on the level of involvement provided by their principal. Additionally, there are some situations that a vice principal or even a new principal might not have experienced.

HR Management could consider implementing training in the form of tabletop exercises involving various scenarios that could benefit vice principals and current principals with how to address disciplinary situations. Scenario training should also be provided to department leaders as their areas encounter similar disciplinary situations.

Current Materials - Guidance for principals and department heads are provided through a variety of resources. Due to the continuous changes in the educational and workplace environments, previously provided resources could become stale dated. In discussion with some of the interviewees, previously provided documents might be relied upon. Although all interviewees responded to awareness of current materials and the ability to contact HR and OPS, at times the principals or departments reference older stored materials.

HR Management could consider communicating to employees the importance of relying upon current materials, locations materials are maintained, as well as the continued availability of HR to assist in the disciplinary process.

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Response: The Executive Director of Human Resources, Dr. Christina Britton, Assistant Director of Human Resources over Business Processes and the Labor Relations Manager will implement the following process: Conduct an annual review and update the "Human Resources Guidelines for Administrators" to ensure it is compliant with current statutes, board policies, and district practices. They will also create a "Progressive Discipline Refresher Training" to be presented to new principals annually at all leadership meetings including Principal, Assistant Principals, and those enrolled in the district "Aspiring Leaders" program prior to the end of the quarter. Additional training will be provided at assistant principal meetings in small group tabletop exercises given specific scenarios.

Responsible Party: Dr. Christina Britton, Executive Director, Donna Peregoff, Assistant Director, Maura Galvao, Labor Relations Manager.

Due Dates:
Manual Revision: July 1, 2025
Principals / AP Meetings / "Aspiring Leaders" training: By October 15, 2025

Estimated Completion Date: By October 30, 2025

ATTACHMENT A

Detailed Testing Procedures

Policies and Procedures

Reviewed the following documentation for the functions related to HR compliance for adequacy and to determine adherence to established guidance by the District:

- Established District HR Policies
- Developed HR Department Procedures
- Certification Department SOP (One Drive)
- SDMC Employee Handbook
- HR Administrator Guidelines
- Office of Professional Standards SOP

Board Reporting

Documented the process to identify and report to the Board on various HR items. Reviewed Board agenda and associated materials throughout the audit, and verified the following items are presented to the Board:

- Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
- Report of Teachers' Out-of-Field Content, Reading, and ESOL (English for Speakers of Other Languages)
- New or Revisions of Job Descriptions
- Disciplinary matters when applicable

Certification and Renewals

Document the teacher renewal certification process implemented by the District, which included reviewing department procedures and renewal certification monitoring processes. Obtained a report of employees with expired or expiring teaching certifications that are due for renewal, selected 20 employees, and performed the following:

- Obtained evidence of those with expired certifications of either teacher no longer in teaching role or renewal of certification.
- Obtained evidence with those with certifications expiring in the 2024/2025 school year that each has either:
  - Completed requirement to renew the certification
  - Communication has been sent to employees by the Certification Department for renewal reminders
- Matched certification information on PeopleSoft profile to the certification profile in the FLDOE Versa system

Teaching Out-of-Field

Reviewed policies and reporting as it relates to teaching out-of-field. Selected 20 teachers, a combination of teaching out-of-field and ESOL, and performed the following:

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- Obtained the Agreement to Earn (A2E) contract for those teachers teaching out-of-field and reviewed for attributes in District Policy 3130
- Reviewed for approval by the Board
- Verified that parents of students were notified in writing of teaching out-of-field assignment
- Confirmed reporting by the Board on the District's website within 30 days before the beginning of each semester

Unemployment

Reviewed the unemployment process with vendor IUI to provide unemployment services. Obtained a list of unemployment claims filed for the current school year, selected 10 claims, and performed the following:

- Obtained evidence that the unemployment claim was reviewed by HR and email with required fields sent to 3rd party vendor Industrial UI Services
- Reviewed that the claim outcome is reflective of the separation reason and response provided by the District
- Verified that the status of the claim on the Quarterly Billing Report for payment was appropriate based on the provided documentation

Discipline

Reviewed policies and procedures related to employee discipline and conducted a walkthrough with the Assistant HR Director – Business Processes and Investigator – Office of Professional Standards on the disciplinary processes of the District.

Selected 20 disciplinary cases and validated the following in the disciplinary process:

- Disciplinary action was documented in employee's Personnel File
- Outcome of action was provided to the employee
- Proper reporting to the State of Florida Department of Education depending on the outcome of the investigation
- Reporting to the Board of any terminations
- Disciplinary action items decided by the Discipline Review Committee were completed (terminations, suspensions, training, etc.)

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Discipline Interviews

Used District policies, procedures, union contracts, and manuals as well as feedback from the Chief Resources Officer and Assistant HR Director – Business Processes to conduct interviews with principals and department managers/directors, and performed the following:

- Developed a group of questions that focused on the interviewees' knowledge of District policies, procedures, and resources to address disciplinary actions
- Facilitated interviews with five (5) principals and three (3) department managers/directors regarding the disciplinary process
- Shared the results of our interviews with the Chief Human Resources Officer, Assistant HR Director – Business Processes, and Investigator - Office of Professional Standards

System Access Review

Performed the following to review system access:

- Reviewed for completion of the PeopleSoft Semi-Annual Access Privilege Validation for HR Department employees
- Obtained additional reports to ensure proper access to certification pages in PeopleSoft.
- Reviewed access to the FLDOE VERSA system to ensure it is limited to appropriate and active employees

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AGENDA ITEM NO. 13.2

School Board of Manatee County
June 24, 2025 - Regular Board Meeting
Action Item

Title
Discussion Regarding the Superintendent Search Process and Forthcoming Interviews

Executive Summary
Discussion Regarding the Superintendent Search Process and Forthcoming Interviews

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

Recommendation
.

Financial Impact
No Financial Impact

Contact
Submitting Department: School Board

MEMORANDUM OF UNDERSTANDING

between

United Way Suncoast, Inc.

And

School District of Manatee County

United Way Suncoast, Inc. ("UWS") and School District of Manatee County ("Partner") enter into this Memorandum of Understanding (the "Agreement") for the purpose to provide funds to be applied to salary cost of four Paraprofessionals to support our Big Plan cohort children, bilingual/biliterate strongly preferred.

Purpose:	The funds will provide additional assistance and support to boost literacy gains of our Big 10 cohort children in 1st grade at Palm View, Oneco, Palmetto and Ballard Elementary Schools.
Contract Date:	July 1, 2025 – June 30, 2026
Funding Agreement:	UWS reserves the right to amend or terminate this Agreement if performance expectations by the Agency are not met or if any other significant concerns related to the Partner's accountability emerge.
Contract Amount:	United Way intends to invest $150,000 for the period commencing July 1, 2025, and ending June 30, 2026.
Payment Dates:	Payment of funds shall be made on a quarterly basis, beginning July 2025, with final payment in April 2026, via Electronic Funds Transfer (EFT).
Payment Type:	The Partner's bank information must be submitted, via secure email, to accountspayable@uwsuncoast.org .

The Parties Agree to the following:

Recipient Organization Criteria: Partner will hire Paraprofessionals as outlined below:

- 1 at Palm View Elementary
- 1 at Oneco Elementary
- 1 at Palmetto Elementary
- 1 at Ballard Elementary

Paraprofessionals will support The Big Plan cohort, of at least 20 identified 1st grade children, per school, in the 2025/2026 school year. Paraprofessionals will ensure consistent contact with families for the duration of this MOU. Paraprofessionals will contact UWS team with any needed resources/referrals for cohort children/families.

Funding Use: Funding will be applied to the salary cost, $37,500 per paraprofessional, of four Paraprofessionals throughout the 2025/2026 school year.

Reporting Requirements: Partner will be required to report back to UWS. Partner agrees to the following:

To provide data collection and individual data with unidentifiable student information, for student groups of 10 or more, and the management processes needed to ensure that continuous progress is made in areas that are supported by the provider. This includes:

- Improved progress toward grade level proficiency, including STAR Renaissance data 3 times/year (Progress Monitoring 1, 2, and 3, overall relative placement)

- Absences
- Demographic data – Male/Female, ELL/ESOL, Race, Ethnicity

Use of Data: The data to be collected and analyzed, and then shared with UWS to be used to:

- Evaluate progress of the initiatives and programs
- Share progress with community
- Inform next steps

Timeline for data dissemination: Three times per year: September/October, February/March and June for STAR Renaissance data. Data will be submitted three times per year, as outlined above, directly to Nicole Brown at nbrown@uwsuncoast.org.

Marketing and social media: Add the UWS "Community Impact Investment Partner" badge to Partner's website, if applicable, either on the home page, a page dedicated to the funded program, or another appropriate location. A digital copy of this seal will be provided. The badge or accompanying description should be hyperlinked back to www.unitedwaysuncoast.org. Partners who would like additional technical assistance to add this badge may ask for help by reaching out to communtyinvestments@uwsuncoast.org

Agency Changes: Partner agrees to notify UWS immediately, in writing, should there be changes in staffing or programming that impacts the services provided by Partner.

Indemnity: To the extent permitted by law, the Partner agrees to fully indemnify, protect, defend, and hold harmless UWS for any actions taken by Partner, any and all liabilities of Partner, any and all claims, penalties, expenses and/or judgments against Partner related to this Agreement. Partner agrees to pay for all legal fees and costs of UWS for any action or suit, filed or unfiled, related to this Agreement.

Insurance Requirement: As a condition of funding, UWS requires Partner to have general liability insurance in the amount of $1,000,000. Partner will list UWS as "additional insured on a primary and non-contributory basis" on their general liability policy. Partner shall provide a copy of Partner's policy to UWS before receiving any funding. The insurance policy must remain in effect for so long as Partner disburses funding pursuant to this Agreement.

Dispute Resolution: Should a dispute arise regarding this Agreement, the parties agree that any action taken shall be filed in the Thirteenth Judicial Circuit in Hillsborough County, Florida.

Choice of Law: The parties agree that this Agreement is subject to the laws of the state of Florida.

Termination of Agreement and Consent of Judgment: Should UWS, in its sole discretion, terminate this Agreement, a full and complete accounting of all funds received from UWS and allocated by Partner shall be due to UWS within three (3) days of notice of the termination of this Agreement. Partner shall be responsible for the return to UWS of any and all funds allocated outside of the scope of the Funding Use section of this Agreement, as well as any unallocated funds. The return of these funds to UWS by Partner shall occur within five (5) days after UWS sends to Partner a demand for the return of funds. Should these funds not be returned to UWS by Partner within five (5) days, Partner hereby agrees to a Consent of Judgment against Partner and in favor of UWS. Partner shall be responsible for all legal fees and costs relating to the filing, litigating, and collecting of such Judgment.

Signature: The signatures below signify understanding and agreement to the contents and terms of this Agreement. This Agreement must be signed by Partner's CEO, President or Executive Director and returned to the UWS Program Administrator. One fully executed copy will be kept by UWS and one copy will be retained by the recipient organization.

CONTRACTOR E-VERIFY NUMBER: 1685029

	Bronwyn Beightol
Name (please print)	Name (please print)
	United Way Suncoast
Organization	Organization
	Chief Impact Officer
Title	Title
	Signed by: Bronwyn Beightol 6725A85E319D466...
Signature	Signature
	6/6/2025
Date	Date