

# THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA Landings Administrative Complex 1980 Landings Blvd.

6:00 PM

# October 1, 2024 Board Meeting Minutes

# **Call to Order**

The Vice Chair convened the October 1, 2024 Board Meeting at 6:00 p.m.

# Present:

- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler
- Karen Rose, by zoom

# Flag Salute

Flag Salute: Venice Middle School Young Marines

# Students:

- Chase Lanum
- Nicholas Bowman
- Matthew Schriber
- Luke Koehl

Student Representative: Ben Buurma, Pine View School

1. ARTS AESTHETIC MOMENT

Description

ARTS Aesthetic Moment: Booker High School VPA Jazz Quartet: The Fourcast

Flag Salute - Venice Middle School Young Marines

Student Representative - Ben Buurma, Pine View School Gap Analysis:

**Previous Outcomes:** 

**Expected Outcomes:** 

**Strategic Plan Goal:** 

Recommendation:

**Contact:** 

**Financial Impact:** 

Arts Aesthetic Moment: Booker High School Jazz Combo - *The Fourcast* Students are:

- Mia Miles
- Tristan Tran
- Jackson Roony
- Joey Stover

# **Superintendents Report**

### Topics:

- Consent Agenda Items: #6 Lastinger Center at University of Florida, #9-12 - Vocational Instructional Program Agreements, #13-14 - Venice High School and Sarasota Middle School Field Trips
- Booker Middle School named Microsoft Showcase School
- SCS Job Fair 10/10/24
- Breast Cancer Awareness Month
- Referendum Community Forums 10/8 SHS, 10/10 BHS
- In Tune Special Edition Safety and Security
- Hispanic Heritage Month
- National Principals Month

- Disability History & Awareness Weeks
- National Custodian Day
- National Coaches Day

# **Hearing of Citizens - Agenda**

# Speakers:

- Con Nicholas
- Zander Moricz
- Carol Lerner
- Julie Forestier
- Avery Cole
- Darian Nigro
- Anya Dennison
- Cassandra Dougherty

# **Approval of Consent Agenda**

2. APPROVAL OF CONSENT AGENDA

**Description** 

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

**Strategic Plan Goal:** 

**Recommendation:** 

That the Consent Agenda be approved as presented.

Contact:

**Financial Impact:** 

**Motion: (Voice Vote)** 

That the amended Consent Agenda be approved as presented.

**MOTION** Passed

**Vote Results:** 

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

**Consent Agenda** 

# **Approval of Minutes**

3	APPROVAL	<b>OF MINUTES</b>
J.		

**Description** 

Gap Analysis:

**Previous Outcomes:** 

**Expected Outcomes:** 

Strategic Plan Goal:

**Recommendation:** 

That the minutes be approved as presented.

Contact:

**Financial Impact:** 

# **Approval of Instructional/Classified Personnel Report**

4. APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

# **Description**

The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

**Strategic Plan Goal:** 

### **Recommendation:**

That the Human Resources Instructional/Classified Personnel Report be approved as presented.

### Contact:

AL HARAYDA al.harayda@sarasotacountyschools.net ASHLEY ROMADKA ashley.romadka@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

Financial Impact:

### **General Items**

5. APPROVAL OF SCHOOL IMPROVEMENT PLANS FOR THE SCHOOL YEAR 2024-2025

# <u>Description</u>

Sarasota County School Board Policy states that the plan for each District school shall be approved annually and shall be implemented as a new, amended or continued school improvement plan. The school improvements plans can be found at

https://www.sarasotacountyschools.net/o/scs/page/school-improvement

# **Gap Analysis:**

To close the gap, schools need to implement the area(s) of focus and action steps with fidelity, within the School Improvement Plan (SIP), in order to improve student achievement and actively engage the community through the School Advisory Council (SAC). The schools will have an area of focus on any student group below the 40% federal index. The use of a problem-solving process will allow schools to progress monitor the attainment of goals outlined in the SIP.

### **Previous Outcomes:**

Increase student performance in ELA, Mathematics, and Science closing the gap through implementation of system-level strategies and by measuring and tracking key performance.

### **Expected Outcomes:**

Goals for the 2024-2025 school year include increasing proficiency for all students with a focus on student groups below the FPPI and decreasing the number of ATSI and CSI schools.

### Strategic Plan Goal:

Pillar 1 - Every Student Achieves

Priority 1 - Establish a Solid Foundation

# Recommendation:

That all the School Improvement Plans be approved as presented.

### Contact:

DENISE CANTALUPO denise.cantalupo@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# <u>Financial Impact:</u>

# **Agreement/Contracts**

APPROVAL OF THE PROFESSIONAL LEARNING CONTRACT WITH THE UNIVERSITY OF FLORIDA, LASTINGER CENTER

# **Description**

Approve the professional learning contract with the Lastinger Center to provide teachers participating in the Strauss Reading Initiative with the initial and ongoing professional learning required to implement effective small groups with the Flamingo Small Group model aligned to the Science of Reading and the Science of Effective Instructional Methodologies.

# **Gap Analysis:**

Progress monitoring data indicated the need for effective differentiated teacher-led small group instruction to support primary students with foundational skills and reading comprehension.

### **Previous Outcomes:**

This professional learning will be for new K-2 teachers and returning K-2 teachers to the Strauss Reading Initiative project funded by the Community Foundation of Sarasota to support the implementation of Structured Literacy Practices and the Science of Reading in the primary Tier-One core.

# **Expected Outcomes:**

Students will develop both grade-level foundational skills and improved reading comprehension.

# Strategic Plan Goal:

Pillar 1 - Every Student Achieves

Priority 1 - Establish a Solid Foundation

Priority 2 - Expect Literacy for All

Priority 3 - Embrace Strong Instruction

### Recommendation:

That the contract for professional learning with the University of Florida, Lastinger Center be approved as presented.

### Contact:

RACHEL CHAPPELL rachel.chappell@sarasotacountyschools.net JENNIFER MAINELLI jennifer.mainelli@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact:**

\$56,000

Funding Source: Grant funds - The Strauss Reading Initiative and the Community Foundation

7. APPROVAL OF THE DATA SHARING AGREEMENT BETWEEN THE BIG BROTHERS BIG SISTERS OF THE SUNCOAST INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

# Description

The purpose of this agreement is to delineate the relationship and responsibilities of Recipient and the School Board regarding the sharing of relevant student information and student data for students participating in the Recipient Mentoring Program. The program is an ongoing one-on-one mentoring program for youth ages 6-21. The Recipient's staff monitor students' progress and work with the student to reinforce and support the students' academic success in school.

# **Gap Analysis:**

The Big Brothers Big Sisters Program in an ongoing one-on-one mentoring program for youth ages 6-21. The Big Brothers Big Sisters staff monitor students' progress and provide additional learning opportunities.

# **Previous Outcomes:**

Sarasota County Schools and Big Brothers Big Sisters of the Sun Coast have successfully collaborated for a number of years.

# **Expected Outcomes:**

It is expected that through the mentoring offered by Big Brothers Big Sisters of the Sun Coast that students will have better academic success.

# **Strategic Plan Goal:**

Pillar 1 - Every Student Achieves
Priority 3 - Embrace Strong Instruction

# **Recommendation:**

That the data sharing agreement between the Big Brothers Big Sisters of the Sun Coast and the School Board of Sarasota County, Florida be approved as presented.

### **Contact:**

DENISE CANTALUPO denise.cantalupo@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.ne

# **Financial Impact:**

N/A

8. APPROVAL OF THE DATA SHARING AGREEMENT BETWEEN THE SARASOTA BALLET OF FLORIDA, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

# **Description**

The purpose of this agreement is to delineate the relationship and responsibilities of the Sarasota Ballet and the School Board regarding the sharing of relevant protected records including student information and student data for students participating in the Sarasota Ballet, Dance - The Next Generation Program ("DNG Program"). The DNG Program is an afterschool program for students in Grades 3-12 that provides instruction in various forms of dance including ballet, as well as building an educational support system for all students. Through the discipline and love of dance, the program activities serve to increase students' self-esteem, confidence, and personal responsibility. The Sarasota Ballet staff review student report cards and other performance data to monitor students' progress and to work with the student and parents to reinforce and support the student's academic success in school.

# **Gap Analysis:**

The Sarasota Ballet, Dance - The Next Generation Program ("DNG Program") is an afterschool program for students in Grades 3-12 that provides instruction in various forms of dance including ballet, as well as building an educational support system for all students. Through the discipline and love of dance, the program activities serve to increase students' self-esteem, confidence and personal responsibility.

### **Previous Outcomes:**

### 2023-2024 Results

Total number of DNG students: 92 (between Sarasota and Manatee Counties)

Number providing access to their report cards: 39 Sarasota Number assessed needing academic assistance: 7 Sarasota Number needing academic assistance that we followed up: 15 Number demonstrating improvement in grades: unknown until 10/24/2024

# **Expected Outcomes:**

Through the discipline and love of dance, the program activities serve to increase students' self-esteem, confidence and personal responsibility.

### Strategic Plan Goal:

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

# **Recommendation:**

That the data sharing agreement between the Sarasota Ballet of Florida, Inc. and the School Board of Sarasota County, Florida be approved as presented.

### **Contact:**

DENISE CANTALUPO denise.cantalupo@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact:**

N/A

 APPROVAL OF VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT BETWEEN VENICE EAST GOLF ASSOCIATION, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

# **Description**

This agreement between Venice East Golf Association, Inc., and The School Board of Sarasota County, Florida, provides eligible students with disabilities with direct instruction in work skills in a job preparation training program.

The state monitors indicator 14: Participation in Post-secondary Settings | "Percent of youth who had IEPs, are no longer in secondary school and who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school." (Sources: IDEA, 20 U.S.C. 1416 (a) (3) (A), Florida's State Performance Plan). The focus is to assist students with disabilities in preparing for life after high school; post-school outcomes include postsecondary education/training, employment, and independent living. For a student with an individual educational plan (IEP), Florida legislation requires planning to begin by age 12. It defines transition as "a coordinated set of activities" designed to promote movement from life as a student to life as an adult. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

### **Gap Analysis:**

Currently, our students with the most significant disabilities utilize 24 sites

across the county to experience the world of work.

### **Previous Outcomes:**

These work experience opportunities place the student in a genuine workplace and may include work sampling, job shadowing, internships, apprenticeships, and paid employment. Through these learning opportunities, students explore different career pathways and develop job skills through experience and teaching focused on their selected employment goals.

# **Expected Outcomes:**

Students will gain hands-on work experience and develop foundational basic work skills in the sports and leisure field, including business operations at a golf course, custodial, or customer service departments. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# Strategic Plan Goal:

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

### Recommendation:

That the Vocational Instructional Program Agreement between Venice East Golf Association, Inc. and the School Board of Sarasota County, FL be approved as presented.

### **Contact:**

**HEATHER WASSERMAN** 

heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact:**

N/A

 APPROVAL OF VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT BETWEEN SHAMROCK FAMILY SALON, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

### Description

This agreement between Shamrock Family Salon, Inc., and The School Board of Sarasota County, Florida, provides eligible students with disabilities with direct instruction in work skills in a job preparation training program.

The state monitors indicator 14: Participation in Post-secondary Settings | "Percent of youth who had IEPs, are no longer in secondary school and who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school." (Sources: IDEA, 20 U.S.C. 1416 (a) (3) (A), Florida's State Performance Plan). The focus is to assist students with disabilities in preparing for life after high school; post-school outcomes include postsecondary education/training, employment, and independent living. For a student with an individual educational plan (IEP), Florida legislation requires planning to begin by age 12. It defines transition as "a coordinated set of activities" designed to promote movement from life as a student to life as an adult. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# **Gap Analysis:**

Currently, our students with the most significant disabilities utilize 24 sites across the county to experience the world of work.

### **Previous Outcomes:**

These work experience opportunities place the student in a genuine workplace and may include work sampling, job shadowing, internships, apprenticeships, and paid employment. Through these learning opportunities, students explore different career pathways and develop job skills through experience and teaching focused on their selected employment goals.

# **Expected Outcomes:**

Students will gain hands-on work experience, develop foundational basic work skills in the cosmetology field, and learn about custodial or customer service jobs in the industry.

Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# **Strategic Plan Goal:**

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

### Recommendation:

That the Vocational Instructional Program Agreement between Shamrock Family Salon, Inc. and the School Board of Sarasota County, FL be

approved as presented.

### Contact:

**HEATHER WASSERMAN** 

heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact:**

N/A

11. APPROVAL OF VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT BETWEEN DETWILER'S FARM MARKET, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

# **Description**

This agreement between Detwiler's Farm Market, Inc., and The School Board of Sarasota County, Florida, provides eligible students with disabilities with direct instruction in work skills in a job preparation training program.

The state monitors indicator 14: Participation in Post-secondary Settings | "Percent of youth who had IEPs, are no longer in secondary school and who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school." (Sources: IDEA, 20 U.S.C. 1416 (a) (3) (A), Florida's State Performance Plan). The focus is to assist students with disabilities in preparing for life after high school; post-school outcomes include postsecondary education/training, employment, and independent living. For a student with an individual educational plan (IEP), Florida legislation requires planning to begin by age 12. It defines transition as "a coordinated set of activities" designed to promote movement from life as a student to life as an adult. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# **Gap Analysis:**

Currently, our students with the most significant disabilities utilize 24 sites across the county to experience the world of work.

### **Previous Outcomes:**

These work experience opportunities place the student in a genuine workplace and may include work sampling, job shadowing, internships, apprenticeships, and paid employment. Through these learning

opportunities, students explore different career pathways and develop job skills through experience and teaching focused on their selected employment goals.

# **Expected Outcomes:**

Students will gain hands-on work experience, develop foundational basic work skills in a retail location, and learn about the various job opportunities in a grocery store including Deli Associate, Cashier Associate, Seafood Associate, Butcher Shop Associate, Cart Pusher, Ice Cream Associate, Bakery Associate, Wellness Associate, Produce Associate, Grocery Associate, and Receiver.

Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# **Strategic Plan Goal:**

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

### Recommendation:

That the Vocational Instructional Program Agreement between Detwiler's Farm Market, Inc. and the School Board of Sarasota County, FL be approved as presented.

# **Contact:**

**HEATHER WASSERMAN** 

heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# <u>Financial Impact:</u>

N/A

12. APPROVAL OF VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT BETWEEN BURLINGTON STORE 1294 AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

### <u>Description</u>

This agreement between Burlington Store 1294 and The School Board of Sarasota County, Florida, provides eligible students with disabilities with direct instruction in work skills in a job preparation training program.

The state monitors indicator 14: Participation in Post-secondary Settings | "Percent of youth who had IEPs, are no longer in secondary school and

who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school." (Sources: IDEA, 20 U.S.C. 1416 (a) (3) (A), Florida's State Performance Plan). The focus is to assist students with disabilities in preparing for life after high school; post-school outcomes include postsecondary education/training, employment, and independent living. For a student with an individual educational plan (IEP), Florida legislation requires planning to begin by age 12. It defines transition as "a coordinated set of activities" designed to promote movement from life as a student to life as an adult. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# **Gap Analysis:**

Currently, our students with the most significant disabilities utilize 24 sites across the county to experience the world of work.

### **Previous Outcomes:**

These work experience opportunities place the student in a genuine workplace and may include work sampling, job shadowing, internships, apprenticeships, and paid employment. Through these learning opportunities, students explore different career pathways and develop job skills through experience and teaching focused on their selected employment goals.

### **Expected Outcomes:**

Students will gain hands-on work experience, develop foundational basic work skills in a retail location.

Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# **Strategic Plan Goal:**

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

### Recommendation:

That the Vocational Instructional Program Agreement between Burlington Store 1294 and the School Board of Sarasota County, FL be approved as presented.

### Contact:

**HEATHER WASSERMAN** 

heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

<u>Financial Impact:</u>

N/A

13. APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SARASOTA COUNTY PROPERTY APPRAISER AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

# **Description**

The Memorandum of Understanding from the Sarasota County Property Appraiser provides for third-party auditors to be retained by the Property Appraiser to review appraisals and exemptions concerning personal property in Sarasota County. It is reasonable to expect that this audit process will yield additional property taxes for the benefit of the school district and its programs.

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

**Strategic Plan Goal:** 

Recommendation:

That the Memorandum of Understanding between the Sarasota County Property Appraiser and the School Board of Sarasota County, Florida be approved as presented.

**Contact:** 

TERRY CONNOR terry.connor@sarasotacountyschools.net

**Financial Impact:** 

N/A

# **Field Trips**

 APPROVAL OF VENICE HIGH SCHOOL FIELD TRIP TO CARY, NC ON APRIL 9, 2025 - APRIL 12, 2025

# **Description**

The Venice High School baseball team has received an invitation to the USA National High School Invitational in Cary, NC on April 9 - 12, 2025.

The exclusive invite only tournament is comprised of the projected top 16 high school baseball teams in the country.

# **Gap Analysis:**

This trip will allow for the athletic, academic, and social enrichment of 24 Venice High School student athletes.

# **Previous Outcomes:**

The Venice High School baseball team was previously invited and attended this prestigious tournament in 2013.

# **Expected Outcomes:**

This approval will allow for 24 Venice High School baseball players to attend the USA National High School Invitational in North Carolina and receive athletic, academic, and social enrichment.

# **Strategic Plan Goal:**

Pillar 2 - Every Student Supported
Priority 3 - Provide Enriching Learning Experiences

### Recommendation:

That the Venice High School baseball team field trip to the USA National High School Invitational Tournament in Cary, NC on April 9 - April 12, 2025, be approved as presented.

### Contact:

MEGAN GREEN megan.green@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact:**

The financial impact for the district is zero dollars. The Venice Diamond Boosters Inc. will provide 100% of the funding for this trip.

# 15. APPROVAL OF THE SARASOTA MIDDLE SCHOOL FIELD TRIP TO NEW YORK CITY, NY ON MARCH 26, 2025 - MARCH 30, 2025

### Description

The Sarasota Middle School "Joyful Voices Choir" have been invited to participate in the 2025 Choirs of America Nationals at Carnegie Hall in New York City, NY.

# **Gap Analysis:**

During their time in New York, students will work with world-class clinicians and conductors at vocal masterclasses, meet and observe students and choirs from across America, and participate in an adjudicated performance. While in New York City, students will also tour

the historical sites the Statue of Liberty and Ellis Island and see a Broadway musical.

### **Previous Outcomes:**

N/A

# **Expected Outcomes:**

That the Sarasota Middle School Choir travel to New York City to perform at Carnegie Hall with Choirs of America.

# Strategic Plan Goal:

Pillar 2 - Every Student Supported

Priority 3 - Provide Enriching Learning Experiences.

### Recommendation:

That the Sarasota Middle School field trip to New York City, NY on March 26-

March 30, 2025 to perform at Carnegie Hall be approved as presented.

### **Contact:**

BRANDON JOHNSON brandon.johnson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact:**

The will be no cost to the district. Several fundraising events will be provided to support students in securing funds for this trip.

# **Materials Management**

16. APPROVAL TO AWARD BID #25-0316 FOR LANDSCAPE PLANTS, MATERIALS, INSTALLATION, AND RELATED SERVICES

### **Description**

On August 1, 2024, Procurement in conjunction with the Facilities Department, issued a Bid for Landscape Plants, Materials, Installation, and Related Services. Bids to provide 'Landscape Plants, Materials, Installation, and Related Services' were received from three vendors on August 23, 2024. The bids of Big Earth Supply, Landscape 941, and SiteOne Landscape Supply were the best low bids meeting the advertised specifications based on a sealed scenario. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Facilities Services Department.

# **Gap Analysis:**

This contract allows for the purchase and installation of landscape materials across the district. The Facilities Services Department needs this contract to supplement in-house grounds teams.

### **Previous Outcomes:**

The Board has approved previous contracts for these supplies and services.

# **Expected Outcomes:**

The Board approve the contracts as submitted.

# Strategic Plan Goal:

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

### **Recommendation:**

That the bids of Big Earth Supply, Landscape 941, and SiteOne Landscape Supply for 'Landscape Plants, Materials, Installation, and Related Services' in an amount not to exceed \$250,000.00 be approved as presented.

# **Contact:**

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

Not to Exceed \$250,000.00

Funding Source: Capital and General Funds

17. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR LIGHTING, DATA COMMUNICATIONS, SECURITY PRODUCTS, AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS

# **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the Safety & Security Department.

# **Gap Analysis:**

Expand security protocol to increase safety and security as discussed in closed session with board.

# **Previous Outcomes:**

Pilot at Riverview High was successful in providing weapons screening for 2,600 students.

# **Expected Outcomes:**

Expected outcomes should be discussed in closed session.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped Priority 3 - Ensure Safe Schools & Classrooms

### Recommendation:

That the cooperative contracts awarded to Communications Technologies Inc, for the anticipated purchase of security technology, products, and solutions be approved as presented.

### **Contact:**

SEAN O'KEEFE sean.o'keefe@sarasotacountyschools.net JACOB RUIZ jacob.ruiz@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

Not to exceed: \$1,750,000.00 Funding Source: Capital Funds

# 18. APPROVAL TO AWARD RFP #25-0052 FOR INDEPENDENT AND INTERNAL AUDITING SERVICES

### <u>Description</u>

On July 22, 2024, Procurement in conjunction with Financial Services, issued an RFP for 'Independent and Internal Auditing Services'. MSL, P.A. was the best proposal for Independent Auditing Services, and Cherry Bekaert LLP was the best proposal for Internal Auditing Services, meeting the advertised specifications. This audit selection process was performed in accordance with Section 218.391, Florida Statutes, which requires the selection of auditors be conducted by the Audit Selection Committee. This proposal is for a three-year period with the option to renew for two additional one-year periods. The funds for this purchase are contained in the operating budget allocated for these services.

# Gap Analysis:

These contracts will involve performing a Comprehensive Risk Assessment in accordance with 1001.42 Florida Statutes and subsequently performing internal audits as identified in the Comprehensive Risk Assessment as well as the annual independent financial audits when not performed by the Auditor General's Office.

### **Previous Outcomes:**

The Board has approved previous contracts for these services in the past.

# **Expected Outcomes:**

The Board approves the contracts as submitted.

# Strategic Plan Goal:

Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

### Recommendation:

That the proposals of MSL, P.A. for Independent Auditing Services, and Cherry Bekaert LLP for Internal Auditing Services in an amount not to exceed \$975,000.00 for a three-year period, be approved as presented.

### Contact:

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

# **Financial Impact:**

Not to exceed: \$975,000.00 Funding Source: General Funds

# 19. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR FURNITURE – ALL TYPES

### Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

### Gap Analysis:

Requesting to add this vendor in order to have more options for

purchasing furniture at a competitive price.

### **Previous Outcomes:**

We have purchased from other vendors on this contract. Through price comparisons, we see that Krueger International, Inc., can often provide a quality product with convenient delivery at a competitive or better price.

# **Expected Outcomes:**

The addition of this vendor allows us to expand these services to more than one vendor, allowing us to keep the competitive nature of pricing furniture.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

### **Recommendation:**

That the cooperative contracts awarded to Krueger International, Inc., for the anticipated purchase of materials and/or services be approved as presented.

### Contact:

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net BONNIE PENNER bonnie.penner@sarasotacountyschools.net

# **Financial Impact:**

Not to Exceed \$500,000.00 Funding Source: Capital Funds

20. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE, OR MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR COMPUTER EQUIPMENT, PERIPHERALS AND SERVICES

# **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

### Gap Analysis:

Through this contract, the SCS IT Department purchases a wide range of

technology equipment for necessary instructional and operational purposes. This contract was approved on August 21, 2024, to multiple vendors. Microsoft was recently added as an awarded vendor. We are adding the vendor to the already-approved contract

### **Previous Outcomes:**

Agreements for the required goods and services have been successfully implemented in the previous years.

# **Expected Outcomes:**

Upon approval, the awarded vendor will supply the required goods per the terms and conditions listed in the competitive solicitation.

# Strategic Plan Goal:

Pillar 4 - Every School Equipped
Priority 4 - Align Technology in Support of Learning

### Recommendation:

That the addition of Microsoft Corporation to our approved contract for the anticipated purchase of materials and/or services be approved as presented.

### **Contact:**

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net BONNIE PENNER bonnie.penner@sarasotacountyschools.net

# **Financial Impact:**

No financial impact.

Funding Source: Combination of Operating and Capital Funds

# 21. APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES THAT ARE EXEMPT FROM THE BIDDING PROCESS

### Description

The attached purchase reference was approved for use on a prior Board Agenda as indicated on the attachment. This is a request to increase the original approved dollar amount for anticipated purchases.

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

# **Gap Analysis:**

Crayon Software is our trusted partner for Microsoft software licensing across the district. Due to the expansion of our CTE (Career and Technical Education) course offerings, the demand for Microsoft Project licenses has surpassed the initial estimates. This request for additional licensing will not only cover the immediate need for Microsoft Project licenses but also provide flexibility to acquire other Microsoft licenses as necessary, ensuring we maintain operational efficiency and are well-prepared to support ongoing instructional needs. This proactive approach allows us to continue enhancing both learning and administrative processes.

# **Previous Outcomes:**

The Board approved as requested the agenda item to provide the needed Microsoft licensing for the district.

# **Expected Outcomes:**

The Board should approve as requested the agenda item to provide the needed Microsoft licensing.

# Strategic Plan Goal:

Pillar 4 – Every School Equipped
Priority 4 – Align Technology in Support of Learning

# **Recommendation:**

That the request to increase the purchase limit for the anticipated purchase of materials and/or services exempt from the bidding process, be approved as presented.

# **Contact:**

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# Financial Impact:

Not to exceed: \$25,000.00 Funding Source: Capital Funds

22. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

# **Description**

The Purchasing Department has researched and reviewed the

competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the IT Department.

# **Gap Analysis:**

This contract enables the SCS IT Department to acquire a comprehensive suite of cybersecurity solutions and services essential for both instructional and operational needs. In addition, it covers Unified Support Services, ensuring robust support for the district's implemented technology solutions, enhancing system reliability and overall performance.

### **Previous Outcomes:**

The Board has previously approved requests of this nature.

# **Expected Outcomes:**

The Board approve the request as presented.

# **Strategic Plan Goal:**

Pillar 4 – Every School Equipped;

Priority 4 – Align Technology in Support of Learning

### Recommendation:

That the cooperative contracts awarded to SHI International Corp, for the anticipated purchase of materials and/or services be approved as presented.

### Contact:

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

Not to exceed: \$1,250,000.00

Funding Source: Capital and General Funds

### 23. APPROVAL TO AWARD BID #25-0338 FOR BATTERIES

### **Description**

On August 1, 2024, Procurement in conjunction with the Facilities Department, issued a bid for 'Batteries'. Bids to provide 'Batteries' were

received from five vendors on August 22, 2024. The bids of Advance Stores Company, Incorporated dba Advance Auto Parts, Battery USA Inc., Continental Battery Company, Florida All Battery Systems LLC, and MicroReplay were the best low bids meeting the advertised specifications. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Facilities Department.

# **Gap Analysis:**

This contract is necessary for the purchase of batteries required for various equipment.

# **Previous Outcomes:**

Board has approved previous bids for the purchase of batteries.

# **Expected Outcomes:**

The Board approved the bid as presented.

# Strategic Plan Goal:

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

### **Recommendation:**

That the bids of Advance Stores Company, Incorporated dba Advance Auto Parts, Battery USA Inc., Continental Battery Company, Florida All Battery Systems LLC, and MicroReplay for 'Batteries' in an amount not to exceed \$125,000.00 be approved as presented.

### Contact:

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

Not to Exceed \$125,000.00

Funding Source: Capital and General Funds

24. APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) FROM VENDORS UNDER CONTRACT WITH A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR ROOFING PRODUCTS, SERVICES, AND JOB ORDER-CONTRACTING SERVICES

# **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the Facilities Department.

# **Gap Analysis:**

The contract is a critical part of the roofing maintenance program utilized by the district. Without this contract roofing at some schools would need a total roof replacement. For certain roof conditions this product is a more cost effective than roof replacement.

### **Previous Outcomes:**

This contract is used to apply a roofing product that seals our roofs. This product and technology is used a lot in areas that are difficult to access or work on due to needed downtime to buildings that are subject to constant use by students and staff.

# **Expected Outcomes:**

To provide a product and service that is easily applied with little to no interference to the students and staff within a classroom or other building within the district.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

### Recommendation:

That the request to increase the purchasing limit for the anticipated purchase of materials and/or services through cooperative contracting, be approved as presented.

### Contact:

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

Not to exceed: \$6,000,000.00. Funding Source: Capital Funds

# Construction

# 25. APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDER

# **Description**

The Construction Services' change order is summarized on the enclosure for ease of review. This change order results in an overall contract decrease of (\$114,508.00).

# **Gap Analysis:**

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

# **Previous Outcomes:**

Change orders reflect construction project progress and occur normally as a result of conditions on the construction project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales tax.

# **Expected Outcomes:**

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped

Priority 2 - Create High Quality Infrastructure

### **Recommendation:**

That the Construction Services' change order be approved and/or ratified as presented.

### Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

### Financial Impact:

(\$114,508.00) Funding: Capital

### **School Board Items**

# 26. APPROVAL TO ADVERTISE REVISED SCHOOL BOARD POLICIES

# **Description**

Approval of request to advertise the following School Board policies for future adoption:

- Policy 4.10 The Curriculum
- Policy 4.11 Student Progression Plan
- Policy 4.111 Physical Education
- Policy 4.17 Veterans Day Activities
- Policy 4.44 School Functions
- Policy 4.51 Student Publications
- Policy 5.201 School Choice Options
- Policy 7.78 Adequacy of Educational Facilities and Growth Management

# **Gap Analysis:**

We are seeking authorization to advertise policies as part of the rulemaking process for a minimum of 28 days. Once this time period passes the policies will be brought back before the Board for formal adoption. The proposed policies were discussed at the School Board Workshop on September 17, 2024 with no objection to any of the language by Board members. The attached policies are drafts of those policies to be published in a notice of proposed rule.

Per F.S. 120.54, a notice of proposed rule is required to be published for Board policy changes. In accordance with our Interlocal Agreement with Sarasota County, approved by our Board on October 17, 2023 and the Sarasota County Board of County Commissioners on November 14, 2023, our notices for each policy will be published on the County's Publicly Accessible website, with a link on our District website.

After the expiration of the required 28-day advertisement period, the Board will be asked to formally adopt the new and revised policies at a subsequent Regular Board Meeting.

### **Previous Outcomes:**

These policies were discussed at the September 17, 2024 School Board

Workshop. Each of the policies has been previously adopted by the Board.

# **Expected Outcomes:**

Approval to advertise these revised Board Policies will allow required public notices to be posted. Upon formal adoption of these policies after the required 28-day advertisement period and a final Board vote, appropriate corresponding updates will be made to district procedures and manuals to align daily operations with the Board policy.

# Strategic Plan Goal:

Pillar 1 - Every Student Achieves

Priority 3 - Embrace Strong Instruction

Priority 4 - Equip Students for Life

Pillar 2 - Every Student Supported

Priority 2 - Respond to Student Needs

Priority 3 - Provide Enriching Learning Experiences

Pillar 3 - Every Employee Valued

Priority 3 - Elevate Employee Development

Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

Priority 2 - Create High Quality Infrastructure

Priority 4 - Align Technology in Support of Learning

### Recommendation:

That the request to advertise the revised School Board policies be approved as presented.

### **Contact:**

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL.KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

N/A

27. SETTLEMENT AGREEMENT AS PROPOSED BETWEEN THE PARTIES IN THE WORKER'S COMPENSATION CASE OF BARBARA BENSON V. SARASOTA COUNTY SCHOOL BOARD/COMMERCIAL RISK MANAGEMENT, CASE NO.01-009963EBG

**Description** 

This is a legal settlement of a worker's compensation matter between Barbara Benson and the School Board of Sarasota County, Florida.

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

Strategic Plan Goal:

### Recommendation:

That the settlement agreement as proposed between the parties in the worker's compensation case of Barbara Benson v. Sarasota County School Board/Commercial Risk Management, Case No.: 01-009963EBG, be approved as presented.

### Contact:

BEN CRISTAL, ESQ. bcristal@cristallawgroup.com

# **Financial Impact:**

Settlement not to exceed \$20,000.00 after reimbursement from insurance company.

28. REQUEST TO SCHEDULE PRIVATE MEETING CONCERNING
SETTLEMENT NEGOTIATIONS AND/OR STRATEGY SESSIONS RELATED
TO LITIGATION EXPENDITURES IN RE: SANDIBEL SEARS AS PERSONAL
REPRESENTATIVE OF THE ESTATE OF GAGE CROWLEY SEARS
DECEASED VS. SCHOOL BOARD OF SARASOTA COUNTY, CASE NO.
2022-CA-001756-NC, PURSUANT TO FLORIDA STATUTE SECTION
286.011(8) ON OCTOBER 15, 2024

# **Description**

Legal counsel in this pending tort litigation seeks direction, guidance, and advice from the Board. Florida Statute 286.011 expressly permits such a meeting to occur in private so long as the procedures in the statute are followed.

If authorized by the Board, this meeting will be held at a time to be determined on October 15, 2024. If this private meeting is authorized by the Board, formal notice of the private meeting will be made in the manner outlined by the statute prior to it. If authorized by the Board, the topic discussed at this private meeting will solely be settlement negotiations and strategy sessions related to litigation expenditures in regard to Sandibel Sears as Personal Representative of the Estate of Gage

Crowley Sears Deceased vs. School Board of Sarasota County, Case No. 2022-CA-001756-NC. The only participants at the private meeting will be the attorneys for the School Board, the Superintendent, and the Board members.

The meeting is required to be initiated in a public manner in the School Board chambers at 1980 Landings Blvd. Upon commencing this public portion of the meeting, the Board chair shall announce its commencement, the estimated length of the private meeting, and the private meeting's participants. The public portion will then be suspended and the meeting participants will reconvene and complete the substantive portion of the meeting in private. The private portion of the meeting will be transcribed by a certified court reporter and the entire meeting will occur on the record. The transcript will become public record following the culmination of the case. When the private portion of the meeting concludes, the meeting will formally close thereafter in a public setting with the Board chair announcing its termination on the record in the School Board meeting chambers located at 1980 Landings Blvd.

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

**Strategic Plan Goal:** 

Recommendation:

To move to authorize a litigation strategy session regarding Sandibel Sears as Personal Representative of the Estate of Gage Crowley Sears Deceased vs. School Board of Sarasota County, Case No. 2022-CA-001756-NC, pursuant to Florida Statute section 286.011(8) to be held on October 15, 2024 at a time to be determined in order to conduct the private meeting.

**Contact:** 

PATRICK DUGGAN pduggan@shumaker.com

**Financial Impact:** 

### **New Business**

29. APPROVAL OF REVISED POLICY 3.90-CHARTER SCHOOLS

**Description** 

This policy has been revised with many changes to ensure compliance

with State Law and FL DOE Rule. Changes include removing outdated deadlines and information on what applications contracts should contain, and reference the standard application form and contract prepared by FL DOE, updating information on renewal, nonrenewal, and termination of a charter, alignment with State Statutes on accountability and student achievement, updating requirements for a representative of the governing board of a charter school that has earned a "D" or "F" grade to appear before the sponsor and submit a school improvement plan, incorporating the requirement that the District provide required funding to charter schools if a millage levy is approved by voters through a referendum, and updating reporting requirements for charter schools.

# **Gap Analysis:**

This policy was impacted by recent legislative changes.

### **Previous Outcomes:**

This policy was last approved in 2018.

# **Expected Outcomes:**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

### Recommendation:

That revised Policy 3.90-Charter Schools be approved as presented.

# Contact:

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# <u>Financial Impact:</u>

N/A

### **Motion: (Voice Vote)**

That revised Policy 3.90 - Charter Schools be approved as presented.

**MOTION** Passed

### **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

### 30. APPROVAL OF NEW POLICY 4.24 - ARTIFICIAL INTELLIGENCE

# **Description**

This policy has been created to provide guidance and direction to staff and students for acceptable, responsible, and prohibited uses of artificial intelligence within the District. The policy also provides guidance for District purchased programs using artificial intelligence to meet certain state standards to qualify for funding grants.

# **Gap Analysis:**

This policy was has been created to address the emerging capabilities of artificial intelligence.

# **Previous Outcomes:**

This is a new policy.

# **Expected Outcomes:**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped

Priority 4 - Align Technology is Support of Learning

# **Recommendation:**

That revised Policy 4.24-Artificial Intelligence be approved as presented.

### **Contact:**

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL.KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

N/A

# **Motion: (Voice Vote)**

That revised Policy 4.24 - Artificial Intelligence be approved as presented.

### **MOTION** Passed

### **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

### 31. APPROVAL OF REVISED POLICY 7.102-DEBT MANAGEMENT

**Description** 

This policy has been revised with a change to percentage in lease payments as a percentage of capital outlay millage dollars for measure of long-term debt.

# **Gap Analysis:**

This policy was impacted by recent legislative changes.

# **Previous Outcomes:**

This policy was last approved in 2018.

# **Expected Outcomes:**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

# **Recommendation:**

That revised Policy 7.102-Debt Management be approved as presented.

### **Contact:**

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# <u>Financial Impact:</u>

N/A

# **Motion: (Voice Vote)**

That revised Policy 7.102 - Debt Management be approved as presented.

MOTION Passed

### **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

# APPROVAL OF REVISED SCHOOL BOARD POLICY 7.71-SELECTION POLICY FOR PROFESSIONAL CONSTRUCTION RELATED SERVICES

# **Description**

This policy has been revised to remove project threshold cap numbers to add reference the threshold amounts provided in Statutes and update advertisement process in accordance with current practice.

# **Gap Analysis:**

This policy was impacted by recent legislative changes.

### **Previous Outcomes:**

This policy was last approved in 2021.

# **Expected Outcomes:**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped

Priority 2 - Create High Quality Infrastructure

# Recommendation:

That revised School Board Policy 7.71 - Selection Policy for Professional Construction Related Services be approved as presented.

### **Contact:**

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

N/A

# **Motion: (Voice Vote)**

That revised Policy 7.71 - Selection Policy for Professional Construction Related Services be approved as presented.

### MOTION Passed

### **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

### 33. APPROVAL OF REVISED POLICY 7.771-CAPITAL ASSETS

### Description

This policy has been revised to align with changes from the Government Accounting Standards Board to GASB 87 (leases) and GASB 96 (SBITAs).

# **Gap Analysis:**

This policy was impacted by recent legislative changes.

### **Previous Outcomes:**

This policy was last approved in 2020.

# **Expected Outcomes:**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal:**

Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

### Recommendation:

That revised Policy 7.771-Capital Assets be approved as presented.

### Contact:

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL.KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

N/A

# **Motion: (Voice Vote)**

That revised Policy 7.771 - Capital Assets be approved as presented.

### **MOTION** Passed

### **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

### 34. APPROVAL OF REVISED POLICY 9.75-COMMUNITY SERVICE

### Description

This policy has been revised to align with State Statute that paid work hours can be used as community service requirements for scholarship programs created by the Florida Legislature.

### **Gap Analysis:**

This policy was impacted by recent legislative changes.

### **Previous Outcomes:**

This policy was last approved in 2020.

### **Expected Outcomes:**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal:**

Pillar 5 - Every Community Engaged

Priority 2 - Strengthen Student and Family Engagement

#### **Recommendation:**

That revised Policy 9.75-Community Service be approved as presented.

#### **Contact:**

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL.KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

N/A

#### **Motion: (Voice Vote)**

That revised Policy 9.75 - Community Service be approved as presented.

MOTION Passed

#### **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

#### **Hearing of Citizens - General**

#### Speakers:

- Ron Springman
- Carol Rescigno
- Michelle Pozzie
- Bill Nease
- Carol Lerner
- Julie Forestier
- Avery Cole
- Anya Dennison
- Elizabeth Bornstein

#### **Board Members Comments/Assignments**

#### Topics:

- Referendum
- Parents Education re: student social activity
- Booker High School VPA Opening
- Annual Retreat
- Work session on Roberts Rules of Order, Point of Order, protected speech
- Hurricane Helene
- Shelter Visits

<ul> <li>Thank you to everyone who helped with the hurricane.</li> </ul>
Announcements/Comments
The next work session is scheduled for Tuesday, October 15th followed by a Board Meeting at 3:00 p.m.  Motion: (Voice Vote)  Motion
MOTION Passed
Vote Results: Ayes: Edwards, Enos, Marinelli, Rose, Ziegler
Adjournment
The Chair adjourned the Regular Board Meeting at 7:35 p.m.
We certify that the foregoing minutes are a true account of the Regular Board Meeting held on October 1, 2024 and approved at the Regular Board Meeting on October 15, 2024.
Terrence Connor, Secretary

Timothy Enos, Vice Chair



#### **Title**

ARTS AESTHETIC MOMENT

<b>Description</b>	

ARTS Aesthetic Moment: Booker High School VPA Jazz Quartet: The Fourcast

Flag Salute - Venice Middle School Young Marines

Student Representative - Ben Buurma, Pine View School

**Gap Analysis** 

**Previous Outcomes** 

**Expected Outcomes** 

**Strategic Plan Goal** 

Recommendation

**Contact Information** 

**Financial Impact** 



### <u>Title</u> APPROVAL OF CONSENT AGENDA

**Description** 

**Financial Impact** 

Gap Analysis
<u>Previous Outcomes</u>
Expected Outcomes
Strategic Plan Goal
Recommendation That the Consent Agenda be approved as presented
Contact Information



<u>Title</u>			
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APPROVAL	OF	MINUT	ES

**Gap Analysis** 

**Description** 

**Previous Outcomes** 

**Expected Outcomes** 

**Strategic Plan Goal** 

#### **Recommendation**

That the minutes be approved as presented.

**Contact Information** 

#### **Financial Impact**

#### **ATTACHMENTS:**

Description	Upload Date	Туре
091724 Monthly Work Session Minutes	9/25/2024	Cover Memo
091724 Board Meeting Minutes	9/25/2024	Cover Memo
091724 Public Hearing to Adopt Final Millage & Budget	9/25/2024	Cover Memo



# THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA Landings Administrative Complex 1980 Landings Blvd. 10:30 AM

#### September 17, 2024 Monthly Work Session Minutes

#### **Call to Order**

The Vice Chair convened the September 17, 2024 Monthly Work Session at 10:30 a.m.

#### Present:

- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler
- Karen Rose, Absent

#### 1. POLICY UPDATES

**Contact:** 

**PARENTEAU** 

**POLICY UPDATES** 

Chris Parenteau presented an overview of the following updated policies:

- Policy 4.10 The Curriculum
- Policy 4.11 Student Progression Plan
- Policy 4.111 Physical Education
- Policy 4.17 Veterans Day Activities
- Policy 4.44 School Functions
- Policy 4.51 Student Publications
- Policy 5.201 Student Reassignment/School Choice Options

 Policy 7.78 - Adequacy of Educational Facilities and Growth Management

A policy review cycle update was also presented. Discussion ensued.

#### 2. AUDITOR SELECTION COMMITTEE UPDATE

#### **Contact:**

**ENOS & PENNER** 

**AUDITOR SELECTION COMMITTEE UPDATE** 

Tim Enos and Bonnie Penner presented an overview of the Auditor Selection Committee, its statutory requirements and the committee's formation. Ms. Penner explained the types of audits that are required to be performed on the district (independent, internal, operational). Discussion ensued regarding the auditor selection process.

#### 3. STUDENT SERVICES UPDATE

#### Contact:

O'DEA & HUTCHINSON & GIACOLONE & COKER

STUDENT SERVICES UPDATE

Rachael O'Dea, Kirk Hutchinson, Deborah Giacolone, and Amanda Coker presented the update for the Student Services Division, which is a partnership with Exceptional Student Education, Academic Intervention Programming, FDLRS, and PreK. A lengthy presentation ensued regarding attendance, absenteeism rates, truancy rates, attendance interventions, truancy court and data, attendance successes, building resiliency, resiliency education, positive behavior intervention supports (PBIS) and model schools, mental health service provider ratios, interagency support services, consent documentation, behavior threat management, student support management plans (SSMP), stakeholder feedback, behavior relaunch highlights and advancements, proactive behavior response team. A lengthy discussion ensued.

#### **Board Members' Comments**

#### 4. MEMBER COMMENTS

**Contact:** 

**BOARD MEMBERS** 

#### Topics:

- Discussion to incorporate an Invocation into the start of our meetings.
- Thank you to the Finance Department for the in-depth budget book

#### Adjournment

The Vice Chair adjourned the Monthly Work Session at 12:41 p.m.

We certify that the foregoing minutes are a true account of the Monthly Work Session held on September 17, 2024 and approved at the Regular Board Meeting on October 1, 2024.

 Terrence Connor, Secretary	
refrence comfor, Secretary	
Timothy Enos, Vice Chair	

The Board and Superintendent attended an Executive Session regarding Litigation at 12:41 p.m.

The Executive Session concluded at 1:08 p.m.

The Board and Superintendent attended a second Executive Session regarding Litigation at 1:08 p.m.

The Executive Session concluded at 1:25 p.m.



#### THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

#### Landings Administrative Complex 1980 Landings Blvd. 3:00 PM

#### **September 17, 2024 Board Meeting Minutes**

#### **Call to Order**

The Vice Chair convened the September 17, 2024, Regular Board Meeting at 3:00 p.m.

#### Present:

- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler
- Karen Rose, by Zoom

#### **Flag Salute**

1. FLAG SALUTE

**Description** 

Flag Salute: RHS

Student Representative: Sara Blake

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

Strategic Plan Goal:

Recommendation:

**Contact:** 

#### **Financial Impact:**

Flag Salute: Riverview High School JROTC

#### Cadets:

- Dasiel Rodriguez
- Tucker Schrock
- Jaslyn Delgado
- Sebastian Delgado

Student Representative: Sara Blake, Riverview High School

#### **Special Presentations/Moments of Pride**

2. SPECIAL PRESENTATIONS

**Description** 

Recognize Carl Reynolds Law - Support of Sarasota County Schools

School Showcase: Venice High School

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

**Strategic Plan Goal:** 

**Recommendation:** 

**Contact:** 

#### **Financial Impact:**

- 1) Dr. Harriet Moore recognized Carl Reynolds Law for their incredible generosity and support during the Day of Giving. This marks the third year the district has partnered with the firm. Kamila Brannon, CRL firm, presented a check to the Superintendent.
- 2) School Spotlight: Mr. Zoltan Kerestely, Principal of Venice High School, presented an overview of VHS and the fascinating and exciting things that happened last school year.

#### **Superintendents Report**

#### Topics:

- Thank you to Carl Reynolds Law for their extraordinary generosity and support!
- Free and Reduced School Meals
- Coffee with Connor September 19th
- Referendum Community Forum September 18th
- 2024 College Night September 24th
- National IT Professionals Day
- October is Hispanic Heritage Month
- Freedom Week September 23-27

#### **Hearing of Citizens - Agenda**

#### Speakers:

- India Miller
- Julie Forestier
- Anya Dennison
- Zander Moricz
- Carol Lerner

#### **Approval of Consent Agenda**

3. APPROVAL OF CONSENT AGENDA

**Description** 

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

**Strategic Plan Goal:** 

**Recommendation:** 

That the Consent Agenda be approved as presented.

**Contact:** 

**Financial Impact:** 

**Motion: (Voice Vote)** 

Approval of the amended Consent Agenda.

#### **MOTION** Passed

#### **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

#### **Consent Agenda**

#### **Approval of Minutes**

4. APPROVAL OF MINUTES

**Description** 

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

Strategic Plan Goal:

Recommendation:

That the minutes be approved as presented.

**Contact:** 

**Financial Impact:** 

#### **Approval of Instructional/Classified Personnel Report**

5. APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

**Description** 

The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

**Gap Analysis:** 

**Previous Outcomes:** 

**Expected Outcomes:** 

**Strategic Plan Goal:** 

**Recommendation:** 

That the Human Resources Instructional/Classified Personnel Report be approved as presented.

**Contact:** 

AL HARAYDA al.harayda@sarasotacountyschools.net ASHLEY ROMADKA ashley.romadka@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

<u>Financial Impact:</u>

#### **General Items**

6. APPROVAL OF THE EMPLOYEE GROUP BENEFIT INSURANCE RATES & FEES EFFECTIVE 1/1/2025

**Description** 

#### **2025 Group Medical Insurance Rates**

The 2025 Employee Group Medical Insurance rates will increase due to claims experience and medical trend. The rate increase will be 9.7%. There will be no plan design changes.

The pharmacy program will continue to be with Express Scripts. Please see the attachment with the new medical rates.

#### **2025 Group Vision Rates**

The vision insurance is through Humana at the current rate for 2025 and is guaranteed until December 31, 2025.

#### 2025 Dental Insurance Rates and Group Administrator Fees

The 2025 Dental insurance rates will increase due to claims experience and trend (inflation). The rate increase will be 3.1%. There are no enhancements to the table of allowance.

The third-party administrator of the dental program is Delta Dental. The contract renewed in 2020 and continues through December 2025. The rate remains at \$2.91 per employee per month.

#### **2025 Flexible Spending Fees**

The Flexible Spending fees will remain at their current rate guarantees until December 31, 2025.

#### 2025 Group Life and Long-Term Disability Rates

The 2025 Employee Group Life Insurance and the 2025 Group Long Term Disability are both through The Standard Insurance Company. The Standard was awarded the RFP in May 2021. The contract provides for a 3-year contract with two additional one-year renewal periods through December 2025. The rates will remain unchanged from 2024.

Gap Analysis:

Previous medical and dental premium rates reflected an operating loss due to claims experience and trend.

#### **Previous Outcomes:**

N/A

#### **Expected Outcomes:**

Revenues will be in line with medical trend and claims experience to help mitigate an operating loss.

#### Strategic Plan Goal:

Pillar 3 - Every Employee Valued Priority 1 - Recruit, Recognize, and Retain

#### Recommendation:

That the Employee Group Benefit Insurance Rates and Fees be approved as presented.

#### Contact:

LYNN PETERSON lynn.peterson@sarasotacountyschools.net ASHLEY ROMADKA ashley.romadka@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

Estimated funding shortfall for the 2025 calendar year of \$7.1 million. Medical benefits and deductions will be increased by 9.7% beginning December, 2024 to offset this shortfall and will be funded from various funding sources.

### 7. APPROVAL OF THE PROFESSIONAL LEARNING CATALOG 24-25 SCHOOL YEAR

#### **Description**

FL DOE Rule 6A-5.071 was modified in February 2024. It directs school districts to amend (if necessary), review, and submit an updated professional learning catalog as specified here:

- (3) Submission, Amendment, and Review Criteria by School Districts.
- (a) By September 1 of each year, the school district shall update the catalog, based on the results of the review conducted pursuant to paragraph (3)(d) of this rule, and the district school board shall approve the catalog pursuant to the criteria and procedures in subsections (2) and (3) of this rule.
- (b) By October 1 of each year, the school district shall submit a letter to the Commissioner verifying that the district school board has approved the catalog and the catalog meets the criteria in subsection

- (2) of this rule.
- (c) A component developed or modified after the annual approval of the catalog shall be approved as an amendment by the district school board and meet the criteria in subsection (2) of this rule.
- (d) Annually, the school district shall conduct a review of the previous year's catalog program operations that results in a determination of its effectiveness in the educational setting as measured by changes in educator practice and student outcomes and use this information to make decisions about which components to continue, modify, or eliminate.

#### **Gap Analysis:**

The Professional Learning Catalog is a catalog of courses (components) that has been approved by the Sarasota County School Board and the Florida Department of Education for use by teachers, administrators, and non-instructional personnel.

Components focus on student achievement and school improvement by addressing direct instructional needs and/or knowledge, attitudes, skills, aspirations, and behaviors to support continuous improvement. The catalog consists of components that encompass the foundation for most of the professional development that takes place in Sarasota County Public Schools. Each component specifies a maximum number of Inservice Points that can be awarded to participants upon successful completion of coursework. One (1) in-service point is equivalent to one (1) clock hour of participation in training and professional development activities.

All courses are built upon components and include specific objectives to meet the designated goal(s). Inservice points are determined based on the number and complexity of the objectives to be taught. Courses designed from these components are listed in the Professional Learning System.

#### **Previous Outcomes:**

The current Professional Learning Catalog was approved by Board Action on September 19, 2023.

#### **Expected Outcomes:**

The revised Professional Learning Catalog was reviewed by the Florida Department of Education on August 22, 2024 and made the recommendation to proceed with the school board approval process so that we may meet the statutory deadline of October 1, 2024. Once

approved, the District will submit the required letter to the Commissioner to ensure compliance with Rule 6A-5.071.

#### Strategic Plan Goal:

Pillar 3 - Every Employee Valued

Priority 3 - Elevate Employee Development

#### Recommendation:

That the revised Professional Learning Catalog be approved as presented.

#### Contact:

DAVID JONES david.jones@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

#### **Financial Impact:**

N/A

#### **Agreement/Contracts**

8. APPROVAL OF THE AMENDED AND RESTATED AGREEMENT BETWEEN THE UNIVERSITY OF WEST FLORIDA AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

#### **Description**

The amended and restated agreement will allow students pursuing education and social work degrees at University of West Florida to complete classroom observations, field experiences and final clinical teaching and social work internships, related to their classroom instruction and degree path, with the Sarasota County Schools.

#### **Gap Analysis:**

Sarasota County Schools is amending the affiliation agreement with University of West Florida to include social work internships.

A partnership with the University of West Florida will allow us to provide clinical experiences to their students and provide us with the opportunity to "grow our own" educators through the different degree programs available at University of West Florida.

#### **Previous Outcomes:**

We currently have affiliation agreements with 19 institutions of higher learning and hosted twenty clinical/final internships and 54 Field Experience/Observations from 12 of these institutions during the Spring of 2024 semester.

#### **Expected Outcomes:**

An amended and restated agreement with University of West Florida will broaden the partnership we have with this institution of higher learning, therefore increasing the pool of highly qualified applicants for vacant teaching positions.

#### **Strategic Plan Goal:**

Pillar 3 - Every Employee Valued

Priority 1 - Recruit, Recognize, and Retain

Priority 4 - Implement Innovative Staffing Practices

#### Recommendation:

That the amended and restated agreement between University of West Florida and School Board of Sarasota County, Florida be approved as presented.

#### **Contact:**

SETH GARDNER seth.gardner@sarasotacountyschools.net DANIELLE SCHWIED danielle.schwied@sarasotacountyschools.net ASHLEY ROMADKA ashley.romadka@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

N/A

9. APPROVAL OF THE CONTRACT AGREEMENT BETWEEN POSITIVE BEHAVIOR SUPPORT CORP. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

#### **Description**

Positive Behavior Support Corp. is an agency committed to the principles of Positive Behavior Support (an approach based on principles of applied behavior analysis - ABA) with staff that are highly qualified and certified as Board Certified Behavior Analyst (BCBA) and Registered Behavior Technician (RBT). A short-term contract has been approved by the cabinet level for a contract with a Board-Certified Behavior Analyst (BCBA) and Registered Behavior Techs (RBT) to support with intensive behavior needs across the district to support the vacancies for district needs from 8/12/24 through 10/3/24. The level of expertise supports with the development and implementation of Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP), in addition to training, guiding and coaching teams with the fidelity of the implementation of the interventions.

#### **Gap Analysis:**

The positions have had consistent 2-year vacancies for the 3 positions.

The Positive Behavior Supports Corp (PBS) Contracted Rates are the following:

- BCBA- \$80/hour
- RBT- \$40/hour

#### **Financial Yearly Amount:**

Current Job Vacancies with Benefits equals the amount of: \$215,975 The cost of 35 hours/week for the 3 positions at contracted rate: \$208,320

#### **Gap Analysis:**

This is a cost savings of \$7,655. In addition, the specialized service providers can receive reimbursement for the district through the Medicaid billing platform for services rendered.

#### **Previous Outcomes:**

ESE Program Specialist, Board Certified Behavior Analyst preferred, and behavior technician (SSP7) positions have been consistently difficult to recruit and retain with highly qualified candidates to support intensive behaviors at schools from the district level. These positions continue to remain vacant.

A short-term contract was initiated starting August 12, 2024, through October 3, 2024 for \$44,800 to support the vacancy needs.

#### **Expected Outcomes:**

The ESE Program Specialist, BCBA preferred, and 2 district behavior technician positions will be filled with consistent contracted staff that are highly qualified from the Positive Behavior Supports Corps. The ESE Program Specialist, BCBA preferred will be contracted with a BCBA and the behavior technicians will be contracted with Registered Behavior Technicians. The highly skilled staff will provide needed support for schools and students for intensive behavior interventions.

#### **Strategic Plan Goal:**

Pillar 1 - Every Student Achieves Priority 3 - Embrace Strong Instruction

Pillar 2 - Every Student Supported
Priority 1 - Design Strong Student Supports

Priority 2 - Respond to Student Needs

#### Priority 4 - Build Student-Centered Relationships

#### Recommendation:

That the contract agreement between Positive Behavior Supports Corp. and the School Board of Sarasota County, Florida be approved as presented.

#### Contact:

#### **HEATHER WASSERMAN**

heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

#### **Financial Impact:**

Not to exceed: \$170,000.00 Funding Source: General Fund

10. APPROVAL OF THE AMENDED AGREEMENT BETWEEN THE SCHOOLHOUSE LINK/ SAFE CHILDREN COALITION AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL TO SUPPORT HOMELESS EDUCATION SERVICES FOR HOMELESS CHILDREN AND YOUTH

#### <u>Description</u>

The Interagency Agreement delineates the relationship and responsibilities shared between the Schoolhouse Link / Safe Children Coalition and the School Board of Sarasota County, Florida to provide services for homeless children and youth and families throughout Sarasota County. This agreement been amended to include an increase of \$39,600 to address needs for our homeless students including preparing back to school supplies for serving homeless students and families, McKinney-Vento Registrar training, and case management of over 125 homeless families and 20 unaccompanied homeless youth (provided by 4 FT employees). As well as assistance with transfer of homeless students to post-secondary programs.

#### Gap Analysis:

The increase to the Safe Children's Coalition/School House Link contract will enable our provider renumeration to our homeless children and youth partner for services rendered to Sarasota County students in transition. July 1, 2024, Schoolhouse Link provide service to SCH students between July 1, 2024, and September 30, 2024, pending approval of the contract. Services include Services include preparing back to school supplies for serving homeless students and families, McKinney-Vento Registrar training, and case management of over 125 homeless families and 20 unaccompanied homeless youth (provided by 4 FT employees).

As well as assistance with transfer of homeless students to postsecondary programs.

#### **Previous Outcomes:**

The Interagency Agreement between Schoolhouse Link / Safe Children Coalition, Inc., and The School Board of Sarasota County has been in effect since July 1, 2010. Over 350 families are served and supported annually. This contract was Board approved on August 20, 2024.

#### **Expected Outcomes:**

This partnership enables staff to support and serve homeless students and families to:

- enroll and attend school no matter where they live or how long they have lived there
- have access to the same public education provided to housed children
- enroll in schools and attend classes while required documentation is being gathered
- · receive free lunch
- maintain stability at the school of origin through transportation

#### **Strategic Plan Goal:**

Pillar 2 - Every Student Supported Priority 2 - Respond to Student Needs

#### Recommendation:

That the Interagency Agreement between Schoolhouse Link / Safe Children Coalition and the School Board of Sarasota County, be approved as amended.

#### Contact:

DEBRA GIACOLONE debra.giacolone@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

#### <u>Financial Impact:</u>

Increase of \$39,600 from \$118,000 to \$157,600 Funding Source: Federal Grant - Title IX (ARP)

#### **Materials Management**

11. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR FLOORING MATERIALS, WITH RELATED

#### SUPPPLIES AND SERVICES

#### Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

#### **Gap Analysis:**

Flooring - carpet, LVT, tile, rubber, etc., is budgeted on a 10-year life-cycle. Replacement is needed to ensure a healthy, safe environment is provided for students and staff.

#### **Previous Outcomes:**

Facilities visited several factories, listened to many presentations, in order to select the best product for our schools. We have been using the selected product for 15 plus years and are pleased with the results.

#### **Expected Outcomes:**

We will provide a long lasting and easy to maintain product that will be installed yearly throughout the district.

#### **Strategic Plan Goal:**

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### Recommendation:

That the cooperative contracts awarded to Shaw Industries, Inc., and Tarkett USA Inc., for the anticipated purchase of materials and/or services be approved as presented.

#### Contact:

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

Not to exceed: \$4,000,000.00

Funding Source: Capital and Operating Funds

12. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR FOOD SERVICE

#### EQUIPMENT, PARTS, INSTALLATION, AND SUPPLIES

#### Description

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

#### **Gap Analysis:**

Parts Town and Strategic Equipment provides industry standard, high quality equipment from multiple manufacturers currently used in restaurants, hotels, and commercial kitchens.

#### **Previous Outcomes:**

In 2023-2024 we purchased kitchen equipment for CTE Culinary kitchens at Sarasota High School and Suncoast Technical College (Sarasota).

#### **Expected Outcomes:**

Students in CTE Culinary programs will gain hands-on experiences and training on industry standard equipment, appliances, and tools used in today's current hospitality industry. In 2024-2025 we plan to update equipment in the CTE Culinary kitchens at Venice High School and Suncoast Technical College (North Port).

#### **Strategic Plan Goal:**

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

#### Recommendation:

That the cooperative contracts awarded to Strategic Equipment and Parts Town, for the anticipated purchase of materials and/or services be approved as presented.

#### Contact:

TRIPP JENNINGS, tripp.jennings@sarasotacountyschools.net RON DIPILLO, ron.dipillo@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

#### **Financial Impact:**

Not to exceed: \$150,000.00 Funding Source: Capital funds

# 13. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR FOOD PRODUCTS FOR CULINARY PROGRAMS

#### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

#### **Gap Analysis:**

Sysco provides fresh, safely transported food products with competitive pricing and flexible delivery options.

#### **Previous Outcomes:**

In 2023-2024 we purchased food for CTE Culinary programs through other vendors. Through price comparisons, we see that Sysco can often provide a quality product with convenient delivery at a competitive or better price.

#### **Expected Outcomes:**

Students in CTE Culinary programs will gain hands-on experiences and training on industry standard equipment, appliances, and tools with quality food used in today's current hospitality industry.

#### Strategic Plan Goal:

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

#### **Recommendation:**

That the cooperative contracts awarded to SYSCO and SYSCO Food SVC W Coast FLA Inc for the anticipated purchase of materials and/or services be approved as presented.

#### Contact:

TRIPP JENNINGS tripp.jennings@sarasotacountyschools.net RON DIPILLO ron.dipillo@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

#### **Financial Impact:**

Not to exceed: \$100,000.00

Funding Source: General Fund - CAPE Industry Certification bonus FTE

funds

14. APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) FROM VENDORS UNDER CONTRACT WITH A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR HVAC EQUIPMENT, INSTALLATION, SERVICES AND RELATED PRODUCTS

#### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

#### **Gap Analysis:**

This bid allows the district to purchase equipment and services directly from the manufacturer of the equipment.

#### **Previous Outcomes:**

The Board has approved previous requests of this nature.

#### **Expected Outcomes:**

The Board approved the request as presented.

#### Strategic Plan Goal:

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### **Recommendation:**

That the cooperative contracts awarded to Daikin Applied for the anticipated purchase of materials and/or services be approved as presented.

#### Contact:

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

Not to exceed: \$750,000.00 Funding Source: Capital Funds

15. APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) FROM VENDORS UNDER CONTRACT WITH A COOPERATIVE

WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCTS AND SERVICES

#### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

#### **Gap Analysis:**

This bid allows the district to purchase equipment and services directly from the manufacturer of the equipment.

#### **Previous Outcomes:**

The Board has approved previous requests of this nature.

#### **Expected Outcomes:**

That the Board approve as requested.

#### **Strategic Plan Goal:**

Pillar 4 - Every School Equipped
Priority 2 - Create High Quality Infrastructure

#### **Recommendation:**

That the cooperative contracts awarded to Trane, Inc. for the anticipated purchase of materials and/or services be approved as presented.

#### Contact:

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

Not to exceed: \$2,500,000.00 Funding Source: Capital Funds

16. APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE, OR MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR CONTRACTED SERVICES/STAFFING FOR EXCEPTIONAL STUDENT EDUCATION & STUDENT SERVICES

#### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

#### **Gap Analysis:**

AB Staffing will be able to assist the District with temporary staffing for positions that have been vacant since May 2024. Currently there are 13 positions unfilled. 1- School Psychologist, 3-Elementary School Counselor, 3-High School Counselors, 1- Registered Nurse, 4- Licensed Practical Nurses, and 1-Cerified Nursing Assistants.

#### **Previous Outcomes:**

The District has posted these jobs numerous times and have been unsuccessful at filling these positions.

#### **Expected Outcomes:**

With the approval of AB Staffing the District will be able to meet the needs of the students.

#### Strategic Plan Goal:

Pillar 2 - Every Student Supported Priority 1 - Design Strong Student Support

#### Recommendation:

That the attached contracts awarded to AB Staffing, Inc., for the anticipated purchase of materials and/or services be approved as presented.

#### **Contact:**

DEBRA GIACOLONE debra.giacolone@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@Sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

#### <u>Financial Impact:</u>

Not to Exceed: \$750,000.00

Funding Source: General -salary dollars converted to contracted dollars

when vacancy is filled with a contractor.

#### **Facilities**

17. APPROVAL OF THE DELETION OF THE SHED #96-211 LOCATED AT PHILLIPPI SHORES ELEMENTARY

#### **Description**

The specified shed has been inspected by the Facilities Services and Construction Services staff and is deemed beyond economical to maintain or renovate. Therefore, it is requested the shed be deleted and demolished to be replaced.

#### **Gap Analysis:**

This Board action item provides documentation and description of district-owned property that is recommended for demolition and deletion from Florida Inventory of School Houses (FISH) records. It also identifies any items that require replacement.

#### **Previous Outcomes:**

Approvals to delete district-owned property can be necessitated by damage from storms such as hurricanes or high wind events; however, most commonly they are presented due to the item outliving its useful life and being more costly to repair and/or bring up to current code.

#### **Expected Outcomes:**

Upon approval by the Board, staff will work to have the item removed and if required, replaced accordingly, which will provide for safer and more secure facilities.

#### **Strategic Plan Goal:**

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### **Recommendation:**

That the deletion of shed #96-211 located at Phillippi Shores Elementary from F.I.S.H inventory be approved as presented.

#### **Contact:**

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### <u>Financial Impact:</u>

\$3,500 - No financial outlay

## 18. APPROVAL OF THE DELETION OF THE PORTABLE #99-413 LOCATED AT VENICE HIGH SCHOOL

#### **Description**

The specified portable has been inspected by the Facilities Services and Construction Services staff and is deemed beyond economical to maintain or renovate. Therefore, it is requested the portable be deleted and

#### demolished.

#### **Gap Analysis:**

This Board action item provides documentation and description of district-owned property that is recommended for demolition and deletion from Florida Inventory of School Houses (FISH) records. It also identifies any items that require replacement.

#### **Previous Outcomes:**

Approvals to delete district-owned property can be necessitated by damage from storms such as hurricanes or high wind events; however, most commonly they are presented due to the item outliving its useful life and being more costly to repair and/or bring up to current code.

#### **Expected Outcomes:**

Upon approval by the Board, staff will work to have the item removed and if required, replaced accordingly, which will provide for safer and more secure facilities.

#### **Strategic Plan Goal:**

Pillar 4 - Every School Equipped

Priority 2 - Create High Quality Infrastructure

#### Recommendation:

That the deletion of portable #99-413 located at Venice High School from F.I.S.H inventory be approved as presented.

#### Contact:

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

\$16,000.00 - no financial outlay

#### APPROVAL AND/OR RATIFICATION OF FACILITIES SERVICES' CHANGE ORDER

#### **Description**

Facilities Services' change order is summarized on the enclosure for ease of review. This change order reflects a decrease of (\$1,630,120.00) in gross contract dollars.

#### **Gap Analysis:**

Change orders are utilized on facilities contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments

needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

#### **Previous Outcomes:**

Change orders reflect construction project progress and occur normally as a result of conditions on the facilities project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales tax.

#### **Expected Outcomes:**

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

#### **Strategic Plan Goal:**

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### Recommendation:

That the Facilities Services' change order be approved and/or ratified as presented.

#### Contact:

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

(\$1,630,120.00)

#### **Construction**

20. APPROVAL OF UPDATE #4 TO THE 2024 ANNUAL CERTIFICATION OF PROFESSIONALS FOR CONSTRUCTION REALTED SERVICES

#### **Description**

The recommended professionals have submitted request for annual certification by the School Board to provide professional and/or consulting services for Sarasota County Schools projects. These submissions are in accordance with School Board Policy 7.71 and 7.71a. The initial list was Board approved on 1/16/2024, Item #19. The newly added firms are identified in the enclosure at the end of the initial list. Upon Board approval, the pertinent data from these submissions will be

incorporated to the existing list.

#### **Gap Analysis:**

The Professional Services Selection Committee (PSSC), in accordance with School Board Policy 7.71 and 7.71a, certifies that these firms are qualified to submit proposals for advertised projects/consulting services.

#### **Previous Outcomes:**

Approval of the qualified professionals on this annual certification list allows the PSSC to proceed with selection of firms to perform work for the district.

#### **Expected Outcomes:**

Firms on the approved, qualified list represents high quality, experienced firms who are eligible to compete for district projects. The firms added to the list is included in the overall list and outlined in the last page of the attachment.

#### Strategic Plan Goal:

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### Recommendation:

That update #4 to the 2024 annual certification of qualified professionals for construction related services be approved as presented.

#### Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

N/A

## 21. APPROVAL OF THE SARASOTA COUNTY PUE AGREEMENT FOR THE SKYE RANCH SCHOOL PROJECT (PERMANENT UTILITY EASEMENT)

<u>Description</u>
As part of the K-8 School at C

As part of the K-8 School at Clark and Lorraine Road Project, Sarasota County requires a Non-Exclusive Permanent Utility Easement from the School Board for the purpose of constructing, installing, maintaining, operating, repairing and replacing water distribution system facilities, sewerage collection system facilities, and reclaimed water distribution system facilities and equipment located at the school site.

#### Gap Analysis:

This easement allows Sarasota County to have access to service their equipment on our site. This area is limited to portions of the site on which their equipment and infrastructure are located.

#### **Previous Outcomes:**

Since the district cannot service this equipment, easements are the preferred mechanism to permit Sarasota County to work on district property.

#### **Expected Outcomes:**

Allowing Sarasota County access easements to service their equipment allows them to maintain and service facilities to school sites efficiently and effectively.

#### Strategic Plan Goal:

Pillar 4 - Every School Equipped
Priority 2 - Create High Quality Infrastructure

#### Recommendation:

That the Sarasota County Non-Exclusive Permanent Utility Easement for the K-8 School at Clark and Lorraine Road Project be approved as presented.

#### Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

N/A

# 22. APPROVAL OF THE SARASOTA COUNTY LIFT STATION EASEMENT AGREEMENT FOR THE SKYE RANCH SCHOOL PROJECT (EXCLUSIVE PERMANENT LIFT STATION EASEMENT)

#### **Description**

As part of the K-8 School at Clark and Lorraine Road Project, Sarasota County requires an Exclusive Permanent Lift Station Easement from the School Board for the purpose of fencing, construction and maintaining a sewer pipeline lift station located at the school site.

#### **Gap Analysis:**

This easement allows Sarasota County to have access to service their equipment on our site. This area is limited to portions of the site on which their equipment and infrastructure are located.

#### **Previous Outcomes:**

Since the district cannot service this equipment, easements are the preferred mechanism to permit Sarasota County to work on district property.

#### **Expected Outcomes:**

Allowing Sarasota County access easements to service their equipment allows them to maintain and service facilities to school sites efficiently and effectively.

#### Strategic Plan Goal:

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### Recommendation:

That the Sarasota County Exclusive Permanent Lift Station Easement for the K-8 School at Clark and Lorraine Road Project be approved as presented.

#### **Contact:**

JANE DREGER jane.dreger@sarasotacountyschools.net
JODY DUMAS jody.dumas@sarasotacountyschools.net
MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### <u>Financial Impact:</u>

N/A

# 23. APPROVAL OF THE PEOPLES GAS SYSTEM, INC. EASEMENT AGREEMENT FOR THE SKYE RANCH SCHOOL PROJECT (UNDERGOUND GAS LINE EASEMENT)

#### **Description**

As part of the K-8 School at Clark and Lorraine Road Project, Sarasota County requires an Easement from the School Board for the purpose of placing, constructing, operating, maintaining, repairing, replacing and removing from the underground gas line located at the school site.

#### Gap Analysis:

This easement allows Peoples Gas System, Inc. to have access to service their equipment on our site. This area is limited to portions of the site on which their equipment and infrastructure are located.

#### **Previous Outcomes:**

Since the district cannot service this equipment, easements are the preferred mechanism to permit Peoples Gas System, Inc. to work on

district property.

#### **Expected Outcomes:**

Allowing Peoples Gas System, Inc. access easements to service their equipment allows them to maintain and service facilities to school sites efficiently and effectively.

#### **Strategic Plan Goal:**

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### **Recommendation:**

That the Peoples Gas System, Inc.'s Easement for the K-8 School at Clark and Lorraine Road Project be approved as presented.

#### Contact:

JANE DREGER jane.dreger@sarasotacountyschools.net
JODY DUMAS jody.dumas@sarasotacountyschools.net
MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

N/A

### 24. APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDERS

#### **Description**

The Construction Services' change orders are summarized on the enclosure for ease of review. Included in these change orders is a (\$4,453,655.62) deduct for Direct Material Purchases and the corresponding (\$12,022.54) deduct for sales tax savings. These change orders result in an overall contract decrease of (\$4,465,678.16).

#### **Gap Analysis:**

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

#### **Previous Outcomes:**

Change orders reflect construction project progress and occur normally

as a result of conditions on the construction project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales tax.

#### **Expected Outcomes:**

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

#### **Strategic Plan Goal:**

Pillar 4 Every School Equipped
Priority 2 Create High Quality Infrastructure

#### Recommendation:

That the Construction Services' change orders be approved and/or ratified as presented.

#### **Contact:**

JANE DREGER jane.dreger@sarasotacountyschools.net JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

(\$4,465,678.16) Funding: Capital

#### **School Board Items**

#### 25. APPROVAL OF SUPERINTENDENT EVALUATION INSTRUMENT

#### **Description**

The evaluation of the Superintendent's performance remains a cornerstone in advancing the continuous improvement and effectiveness of our educational leadership. A well-established evaluation instrument offers a structured, objective, and transparent approach to assessing the Superintendent's contributions toward Sarasota County Schools' strategic goals. It serves to align expectations between the School Board and the Superintendent, nurturing a culture of accountability, recognition, and ongoing professional development. It is crucial to adopt a clearly defined instrument that accurately reflects the Superintendent's core competencies and responsibilities, ensuring strategic alignment with our educational objectives.

#### **Gap Analysis:**

The Board conducts evaluations as per the Superintendent's employment contract through the use of a comprehensive evaluation instrument with defined performance indicators closely aligned with district strategic goals.

#### **Previous Outcomes:**

Collaborative efforts between the School Board and the Superintendent have initiated discussions to enhance the evaluation instrument, fostering positive engagement and constructive feedback.

#### **Expected Outcomes:**

- Establishment of a clearly defined evaluation instrument mutually agreed upon by the School Board and the Superintendent.
- Enhanced clarity and alignment regarding performance expectations and strategic objectives.
- Improved feedback mechanisms facilitating continuous improvement and professional growth for the Superintendent.
- Strengthened accountability and transparency throughout the evaluation process, bolstering overall educational leadership effectiveness.

#### **Strategic Plan Goal:**

Pillar 3 - Every Employee Valued

Priority 1 - Recruit, Recognize, and Retain

#### Recommendation:

That the Superintendent evaluation instrument, collaboratively developed and refined by the School Board and the Superintendent, be approved as presented.

#### Contact:

TERRY CONNOR terry.connor@sarasotacountyschools.net

#### **Financial Impact:**

N/A

#### **New Business**

26. APPROVAL OF H.B. 1473 REQUIRED QUARTER ONE SCHOOLS SAFETY AND SECURITY INSPECTION REPORT

#### **Description**

Pursuant to State Board Rules 6A-1.0018, and House Bill 1473 require the

School Safety Specialist to Report on compliance of Sarasota County Schools to the Board of Directors and the Superintendent of Schools.

#### **Gap Analysis:**

Board acceptance of this request allows the Sarasota County School District to continue compliance with Rule 6A-1.0018 F.A.C. The Sarasota County Schools District was inspected by the Office of Safe Schools eighteen times during the 2023 – 2024 School Year. The Office of Safe Schools found all schools to be in compliance with all laws, and best practices.

#### **Previous Outcomes:**

Sarasota County Schools has been a leader in school safety preparedness and has compliant in all past inspections.

#### **Expected Outcomes:**

The submission and acceptance by the School Board and the Superintendent of our Quarter One Safety and Security Report. The Sarasota County School District will continue to strive to stay in compliance with all required safety and security regulations.

#### **Strategic Plan Goal:**

Pillar 4 - Every School Equipped Priority 3 - Ensure Safe Schools & Classrooms

#### Recommendation:

That the Quarter One Safety and Security Report be approved as presented.

#### Contact:

JASON OVERBAY jason.overbay@sarasotacountyschools.net JACOB RUIZ jacob.ruiz@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact:**

N/A

#### **Motion: (Voice Vote)**

That the Quarter One Safety and Security Report be approved as presented.

#### **MOTION** Passed

#### **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

# 27. APPROVAL OF THE NEW JOB DESCRIPTION FOR MANAGER, SAFETY SECURITY TECHNOLOGY

# **Description**

Safety and Security is requesting the addition of a manager to assist with management and support of new technology being installed in response to HB 1473 law requirements and increased security enhancements.

# **Gap Analysis:**

The new manager position will help provide management and support of new security technology enhancements. Manager will be integral in assisting with deployment, project management and support of the new security enhancement technologies. Manager will also assist the Director with daily departmental operation of all security trades and technologies.

# **Previous Outcomes:**

N/A

# **Expected Outcomes:**

To ensure deployment of district security enhancements are on time. To ensure the new technologies are managed and supported properly. To assist the with daily departmental operation of all security trades assigned under the manager. This will increase the safety and security of our students and staff and provide safe learning environment.

# Strategic Plan Goal:

Pillar 4 - Every School Equipped

Priority 3 - Ensure Safe Schools and Classrooms

#### Recommendation:

That the request for the new manager position to support district increased security enhancements and new HB 1473 laws be approved as presented.

# Contact:

SEAN O'KEEFE sean.o'keefe@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact:**

Fund Source: Operating Budget \$118,377

# **Motion: (Voice Vote)**

That the request for the new manager position to support district increased security enhancements and new HB 1473 laws be approved as presented.

# **MOTION** Passed

# **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

# **Hearing of Citizens - General**

# Speakers:

- Leila Newcomb
- Christy Karwatt
- Richard Stammer
- Avery Cole
- Ron Springman
- Rhana Bazzini
- Paulina Testerman
- Julie Forestier
- India Miller
- Deb Hays
- Carol Lerner
- Elizabeth Bornstein

# **Board Members Comments/Assignments**

# Topics:

- Safety & Security Presentation at Board Meeting
- Student Services' Presentation at the Work Session
- September 11th Celebration at Venice High School
- Gun control/storage Legislation
- Monitor kids on media
- Board Certified Behavior Analysts (BCBAs)
- Happy Constitution Day!

# **Announcements/Comments**

The next Board Meeting is scheduled for Tuesday, October 1st at 6:00 p.m.

# Adjournment

The Vice Chair adjourned the Regular Board Meeting at 4:36 p.m.

We certify that the foregoing minutes are a true account of the Regular Board Meeting held on September 17, 2024 and approved at the Regular Board

Meeting on October 1, 2024.
Terrence Connor, Secretary
Timothy Enos, Vice Chair

**Motion: (Voice Vote)** 

Motion to adjourn the meeting.

MOTION Passed

**Vote Results:** 

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler



# THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA Landings Administrative Complex 1980 Landings Blvd. 5:15 PM

# September 17, 2024 Public Hearing to Adopt Final Millage and Budget Minutes

# **Call to Order**

The Vice Chair convened the September 17, 2024, Public Hearing to Adopt the Final Millage and Budget Meeting at 5:15 p.m.

## Present:

- Tim Enos, Vice Chair
- Tom Edwards
- Robyn Marinelli
- Bridget Ziegler
- Karen Rose by zoom

# Statement Regarding the Final Millage Rate and Final Budget

1. STATEMENT REGARDING THE 2024 FINAL MILLAGE RATES AND BUDGET

# Description

On July 23, 2024 the Board authorized to advertise the 2024 proposed millage rates and 2024-25 tentative budget. The Notice of Proposed Tax Increase, Budget Summary, and Capital Outlay Notice were duly advertised on the District's and Sarasota County's publicly accessible websites beginning July 27, 2024. The Board approved the proposed millage rates and 2024-25 tentative budget on July 30, 2024.

The Sarasota County School Board's 2024 taxable assessed property

values represent a 5.8% increase from the 2023 certified tax value. The 2024 proposed Required Local Effort Millage rate of 2.883 mils represents an 1.28% increase from last year's rolled-back millage rate. The total 2024 proposed millage rate represents a 2.18% increase from last year's rolled-back millage rate. The Required Local Effort millage must be levied by the School Board if the district is to participate and receive any Florida Education Finance Program (FEFP) funds in fiscal year 2024-2025. The operating millage is required to hire staff for the school district, pay negotiated salary and fringe benefits to staff, the cost of fuel, electricity, and other goods and services.

**Recommendation** 

<u>Financial Impact:</u>

**Contact:** 

PENNER

# **Public Hearing Regarding Final Millage Rates**

 PUBLIC HEARING REGARDING FINAL MILLAGE RATES AND 2024-25 BUDGET

**Description** 

Open the Public meeting for the Board to hear public comments regarding the final millage rates and 2024-25 budget, and answer questions related thereto.

Recommendation

**Financial Impact:** 

Contact:

**PENNER** 

Speaker:

Carol Lerner

# **Adoption of Final Millage Rates**

3. ADOPTION OF 2024 FINAL MILLAGE RATES

**Description** 

Recommendation

That the following millage rates be adopted as presented:

MILLAGE LEVY	2024 PROPOSED MILLAGE RATE
Required Local Effort	2.883
Basic Discretionary	0.748
Capital Outlay	1.500
Voted Operating	1.000
(Referendum)	
TOTAL Millage Rate	6.131

**Financial Impact:** 

**Contact:** 

**PENNER** 

**Motion: (Voice Vote)** 

That the following millage rates be adopted as presented: Required Local Effort - 2.883; Basic Discretionary - 0.748; Capital Outlay - 1.500; Voted Operating (Referendum) - 1.000; Total Millage Rate - 6.131

**MOTION** Passed

# **Vote Results:**

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

# **Adoption of Final Budget**

4. ADOPTION OF THE 2024-2025 BUDGET

**Description** 

Recommendation

That the 2024-2025 Fiscal Year Budget be approved as presented in the attachments.

**Financial Impact:** 

**Contact:** 

**PENNER** 

**Motion: (Voice Vote)** 

That the 2024-2025 Fiscal Year Budget be approved as presented.

**MOTION** Passed

**Vote Results:** 

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

# Adjournment

The Vice Chair adjourned the Public Hearing to Adopt the Final Millage and Budget Meeting at 5:25 p.m.

We certify that the foregoing minutes are a true account of the Public Hearing to Adopt the Final Millage and Budget Meeting held on September 17, 2024, and approved at the Regular Board Meeting on October 1, 2024.

Terrence Connor, Secretary	
,	
Timothy Enos, Vice Chair	

**Motion: (Voice Vote)** 

Move to adjourn the meeting.

**MOTION** Passed

**Vote Results:** 

Ayes: Edwards, Enos, Marinelli, Rose, Ziegler

## Title

APPROVAL OF INSTRUCTIONAL/CLASSIFIED PERSONNEL REPORT

# **Description**

The Human Resources Instructional/Classified Personnel Report has been added to the agenda item for approval.

# **Gap Analysis**

**Previous Outcomes** 

**Expected Outcomes** 

# **Strategic Plan Goal**

# Recommendation

That the Human Resources Instructional/Classified Personnel Report be approved as presented.

#### **Contact Information**

AL HARAYDA al.harayda@sarasotacountyschools.net
ASHLEY ROMADKA ashley.romadka@sarasotacountyschools.net
MICHAEL KEMP michael.kemp@sarasotacountyschools.net

# **Financial Impact**

# **ATTACHMENTS:**

DescriptionUpload DateTypeBoard - October 1, 2024 (Regular)9/24/2024Cover MemoBoard - October 1, 2024 (Addendum)9/30/2024Cover Memo

Item #:

**Board Date: October 1, 2024** 

Name	Current Assignment	New Assignment	Explanation	Effective Date
Appointment - 2425FY	Y			
Ackert, Brianna		Woodland Middle ESE Paraprofessional Aide (SSP07)	Within budget allocation	September 23, 2024
David, Grace		Southside Elementary Para Aide III, PE Elem (SSP07)	Replacement for: Nicole Lopez	September 16, 2024
Delgadillo Guerrero Giuliana	,	Booker High Clerk, School (SSP05)	Replacement for: Mhariel Williams	September 23, 2024
Fadoul, Stanley		Sarasota Middle School Resource Officer (SRO)	Replacement for: Macy Lamastra	September 23, 2024
Lemaster, Erica		Transportation Department Secretary/Routing (SSP05)	Replacement for: Gail Dutchick Smith	September 20, 2024
Machado, Barbara		Fruitville Elementary ESE Paraprofessional Aide (SSP07)	Within budget allocation	September 24, 2024
Mulry, Alexa		Pupil Support Services- ESE Div Speech/Language Pathologist (perf pay)	Within budget allocation	September 17, 2024
Pleasant, Natalia		Oak Park School Separate Day School CNA/Student Care Assistant (SSP09)	Within budget allocation	September 17, 2024
Rhodes, Shaneice		Brookside Middle Campus Security Aide (SSP07)	Within budget allocation	September 24, 2024
Wilson, Melisa		Materials Management Records Technician/Record Ret (SSP08)	Replacement for: Kathleen Henjum	September 17, 2024
Appointment - 2425FY	Y Correction			
Howell, Shavion		Booker High Para Aide III, In School Susp (SSP07)	Replacement for: Derrick Timmons	September 17, 2024
Appointment - 2425FY	Y Out-of-Field			
Forrester, Nikki		Sarasota High Data Coach Test Coordinator 6-12 (Out-of-Field ESOL End.) (perf pay)	Replacement for: Elizabeth Summerlee	September 23, 2024

Superintendent's	s Personnel Report		item #.	
1	1		<b>Board Date:</b>	October 1, 2024
			Status:	Regular
Name	Current Assignment	New Assignment	Explanation	Effective Date
Appointment - 2425FY	Out-of-Field			
Maxwell, Jean		Lamarque Elementary Teacher, Grade 5 (Out-of- Field ESOL End.) (perf pay)	Within budget allocation	September 20, 2024
Begin Active Status/Retu	urn to Duty - 2425FY			
Cedillo, Maribel	Alta Vista Elementary Teacher Aide, PK - VE/GenEd		Returning to duty from leav	e September 16, 2024
Galvan, Joann	Cranberry Elementary Food Service Manager		Returning to duty from leav	e September 16, 2024
LaGaipa, Teresa	Lamarque Elementary Teacher, ESE Resource		Returning to duty from leav	e September 13, 2024
Mabie, Tiffany	Lamarque Elementary Teacher, Pre-K VE		Returning to duty from leav	e September 9, 2024
Martin, William	Transportation Department Bus Driver		Returning to duty from leav	e September 24, 2024
Taylor, Christopher	Emma E. Booker Elementary Para Aide III, PE Elem		Returning to duty from leav	e September 17, 2024
Change of Status/Tempo	orary - 2425FY			
Freeman, Donald	Facilities Services A/C Maintenance Mechanic (SSP10-MT1)	Facilities Services HARV Technician (SSP11-MT1)	Temporary Replacement for Ronald Dickhudt	" September 18, 2024
Nash, Yolanda	Human Resources Department Receptionist, Staff Services (SSP05X)		Temporary Replacement for Leanne Coulson	September 5, 2024
Change of Status/Transf	fer - 2425FY			
Adelman, Laurie	Transportation Department Bus Driver (6 hrs)	Transportation Department Bus Driver (7 hrs)	Within budget allocation	September 18, 2024
Angelino, Giorgio	Transportation Department Bus Driver (7 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	August 12, 2024
Bogash, Alla	North Port High Para Aide III - ESOL High	Woodland Middle Para Aide III, M/S ESOL	Replacement for: Timeya Kalanich	September 30, 2024
Branham, Olivia	Lamarque Elementary ESE Paraprofessional Cluster Aide	Heron Creek Middle ESE Paraprofessional Aide	Replacement for: Ryan McLaughlin	September 23, 2024
Carey, John	Lamarque Elementary Assistant Principal Elementary	North Port High Assistant Prinicpal Senior High	Replacement for: Lucas Behringer	September 3, 2024

Item #:

Item #:

**Board Date: October 1, 2024** 

Name	Current Assignment	New Assignment	Explanation	Effective Date
Change of Status/Transfe	er - 2425FY			
Clark, James	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Transportation Department Bus Aide/Bus Attendant (8 hrs)	Within budget allocation	September 6, 2024
Cruz Ruiz, Aceneth	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Transportation Department Bus Aide/Bus Attendant (8 hrs)	Within budget allocation	August 12, 2024
Evans, Crystal	Transportation Department Bus Driver (7 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	September 19, 2024
Gambill, Amanda	Gocio Elementary Literacy Interventionist K-12 (4.5 hrs)	Gocio Elementary Literacy Interventionist K- 12 (7.5 hrs)	Within budget allocation	September 16, 2024
Gomez, Devonna	Booker Middle Cafeteria Aide (7hrs)	Booker Middle Cafeteria Aide (4hrs)	Within budget allocation	September 9, 2024
Haight, Derek	Oak Park School Parapro Aide Behavior Technician (SSP07)	Oak Park School Separate Day School ESE Paraprofessional (SSP09)	Replacement for: Estefany Gutierrez Chacin	September 14, 2024
Hatefi, Bijan	Transportation Department Bus Driver (7 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	September 4, 2024
Kozdemba, Catherine	Wilkinson Elementary ESE Liaison/ Teacher, Title I (196) (perf pay)	Lamarque Elementary Assistant Principal Elementary (220) (AP Salary Range)	Replacement for: John Carey	September 23, 2024
Lastorino, Melissa	Taylor Ranch Elementary ESE Aide	Venice Middle ESE Aide	Replacement for: Leslie Pritchard (Right to Recall)	September 23, 2024
Linde, Jose	Transportation Department Bus Driver (6 hrs)	Transportation Department Bus Driver (7 hrs)	Within budget allocation	September 18, 2024
Lindsey, Dawn	Tuttle Elementary Food Service Assistant II (7 hrs)	Tatum Ridge Elementary Food Service Assistant I (5 hrs)	Within budget allocation	September 12, 2024
Martin, Bonnie	Emma E. Booker Elementary Teacher Aide, PK-VE/GenEd	Booker Middle Campus Security Aide	Within budget allocation	September 30, 2024
Martinez, Diana	Emma E. Booker Elementary Cafeteria Aide 186 (SSP01) (4 hrs)	Sarasota High Campus Security Aide 196 (SSP07) (7.5 hrs)	Replacement for: Zack Beetham	September 23, 2024

Item #:

**Board Date: October 1, 2024** 

Name	Current Assignment	New Assignment	Explanation	Effective Date
Change of Status/Transfe	er - 2425FY			
Massing, Marsha	Englewood Elementary Clerk/Receptionist (220)	Englewood Elementary ESE Aide (186)	Within budget allocation	September 18, 2024
Nilsen, Leticia	Tatum Ridge Elementary ESE Paraprofessional Cluster Aide	Tatum Ridge Elementary Parapro Aide Behavior Technician	Replacement for: Payton Liffick	September 18, 2024
Reine, Patricia	Transportation Department Bus Driver (7 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	September 6, 2024
Roque JR, Marcelo	Transportation Department Bus Driver (7 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	August 28, 2024
Severson Cook, Ryan	Transportation Department Bus Driver (5 hrs)	Transportation Department Bus Driver (7 hrs)	Within budget allocation	September 9, 2024
Teal, Markee	Riverview High Teacher, Behavior Support Cluster (perf pay) (7.5 hrs)	Chief of Student Services/ESE Program Specialist-Alternative Ed 10 Month (modified) (8 hrs)	Within budget allocation	September 30, 2024
Villalba, Geobanna	Transportation Department Bus Aide/Bus Attendant (6 hrs)	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Within budget allocation	September 18, 2024
Weeks, Vicky	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Transportation Department Bus Aide/Bus Attendant (8 hrs)	Within budget allocation	September 19, 2024
Winder, Virginia	Transportation Department Bus Driver (5 hrs)	Transportation Department Bus Driver (6 hrs)	Within budget allocation	September 19, 2024
Worrell, Enrico	Transportation Department Bus Aide/Bus Attendant (5 hrs)	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Within budget allocation	September 9, 2024
Change of Status/Transfe	er - 2425FY Out-of-Field			
Fischer, James	McIntosh Middle Teacher, Gifted	McIntosh Middle Teacher, Gifted (Out-of- Field Gifted Endorsement)	Detail: Out-of Field	August 5, 2024
King, Alyson	Pine View School Teacher, Language Arts, Mid/Jr	Pine View School Teacher, Language Arts, Mid/Jr (Out-of-Field Gifted Endorsement)	Detail: Out-of Field	August 12, 2024

Item #:

**Board Date: October 1, 2024** 

	Current Assignment	New Assignment	Explanation	Effective Date
Change of Status/Transfer	- 2425FY Reorganization			
Ackerman, Tafara	Chief of High Schools Program Specialist - Alternative Ed 10 Month	Chief of Student Services/ESE Program Specialist - Alternative Ed 10 Month (modified perf pay)	Within budget allocation	September 5, 2024
Anderson, Laura	Office of Accountability and Choice Program Specialist - 10 Month	Deputy Superintendent - Chief Academic Officer Program Specialist - 10 Month	Within budget allocation	September 9, 2024
Cottrez, Sarah	ESE Services School Psychologist, 10 Month	Early Learning School Psychologist, 10 Month	Within budget allocation	August 5, 2024
Deans, Jennifer	Pupil Support Services-ESE Div ESE Compliance Coordinator	Early Learning ESE Compliance Coordinator	Within budget allocation	July 15, 2024
Domenech, Euniswidaly	ESE Services Admin. Assistant III, Bilingual 12 Month	Early Learning Admin. Assistant III, Bilingual 12 Month	Within budget allocation	July 8, 2024
Downs, Darren	ESE Services ESE Instructional Facilitator	Early Learning ESE Instructional Facilitator	Within budget allocation	August 5, 2024
Hill, Tania	Pupil Support Services-ESE Div ESE Compliance Coordinator	Early Learning ESE Compliance Coordinator	Within budget allocation	July 15, 2024
Klein, Sari	ESE Services Behavior Specialist	Early Learning Schoolwide Behavior Coach PK-12	Within budget allocation	August 5, 2024
Lent, Paula	ESE Services School Psychologist, 10 Month	Early Learning School Psychologist, 10 Month	Within budget allocation	August 5, 2024
Mendieta, Jennifer	Office of Accountability and Choice Program Specialist - 10 Month	Deputy Superintendent - Chief Academic Officer Program Specialist - 10 Month	Within budget allocation	September 9, 2024
Potter King, Tiffany	Pupil Support Services-ESE Div Audiologist	Early Learning Audiologist	Within budget allocation	August 5, 2024
Prather, Morgan	ESE Services School Psychologist, 10 Month	Early Learning School Psychologist, 10 Month	Within budget allocation	August 5, 2024
Silverthorne, Renee	ESE Services Admin. Assistant III	Early Learning Admin. Assistant III	Within budget allocation	July 15, 2024

Superintendent's	Personnel Report		Item #: Board Date: Octobe Status: Regula	-
Name	Current Assignment	New Assignment	Explanation	Effective Date
Change of Status/Transfe	er - 2425FY Reorganization			
Sims, Lona	ESE Services Instructional Specialist, PK	Early Learning Instructional Specialist, PK	Within budget allocation	August 5, 2024
Stillo-Gross, Victoria	Pupil Support Services-ESE Div ESE Program Facilitator	Early Learning ESE Program Facilitator	Within budget allocation	July 15, 2024
Extra Duty Days - 2425F	Y			
Cohen, Allison	Booker Middle Teacher, Mathematics, Mid/Jr		Detail: Hospital Homebound 30712 Instruction 66 Days (1 hr) and Planning 22 Days (1 hr)	September 3, 2024
Feaster, Kevin	Tatum Ridge Elementary Teacher, Grade 4		Detail: Hospital Homebound 30701 Instruction 24 Days (3 hrs) and Planning 24 Days (1 hr)	August 12, 2024
Rowe, Lindsay	Booker High Teacher, Mathematics, SH		Detail: Planning for Pre-ETS VR program 14 Days (3 hrs) Pre- ETS program implementation 32 Days (4.25 hrs)	July 8, 2024
Steiner, Ami	Atwater Elementary ESE Instructional Facilitator		Detail: Additional ESE Instructional Facilitator duty days 7 Days (9.5 hrs), 3 Days (9.0 hrs), and 2 Days (7.5 hrs)	July 15, 2024
Stephanides, Angela	Riverview High Teacher, Mathematics, SH		Detail: Hospital Homebound 30619 Instruction 30 Days (2 hrs) Planning 15 Days (1 hr)	August 12, 2024
Wunderlin-Vanarsdall, Laura	Emma E. Booker Elementary ESE Instructional Facilitator		Detail: Additional ESE Instructional Facilitator duty days 15 Days (7.5 hrs)	July 15, 2024
Leave - 2425FY				
Box, June	Woodland Middle Campus Security Aide		Medical September 17, 2024 - October 14, 2024	
Nelson, Jillian	Sarasota Middle Teacher, ESE Resource		Birth of Child/Adoption/Foster Care November 21, 2024 - March 3, 2025	

Schmidt, David

Venice High Teacher,

Mathematics, SH

Medical

2024

October 1, 2024 - December 2,

Superintendent's Personnel Report		item #.		
1	1		Board Date: Octo Status: Reg	
Name	Current Assignment	New Assignment	Explanation	Effective Date
Leave - 2425FY (Current	tly on LOA)			
Espin Perez, Nancy	Transportation Department Bus Aide/Bus Attendant		Medical (extension) September 9, 2024 - October 31, 2024	
Goodman, Tracy	Booker High Teacher, Mathematics, SH		Medical (extension) September 24, 2024 - October 4, 2024	
Resignation - 2425FY				
Arnold, Shanna	Transportation Department Bus Driver		Personal	September 19, 2024
Garcia Gallo, Claudia	Facilities Services (Glenallen) 12 Month Custodian		Personal	September 19, 2024
Hammock, Heidi	Glenallen Elementary Teacher, Pre-K VE		Personal	September 27, 2024
Klossner, Jacob	Atwater Elementary Teacher, Grade 4		Taking a job in education in Flori	da September 20, 2024
Lifton, Lawrence	Oak Park School Separate Day School ESE Paraprofessional		Personal	September 23, 2024
Lozano Moreno, Darwin	Gocio Elementary Para Aide III, ESOL Elem		Personal	October 3, 2024
Marini, Diane	Pupil Support Services-ESE Div Speech/Language Pathologist		Personal	September 20, 2024
Marino, Deborah	Venice Elementary ESE Aide		Personal	September 18, 2024
Rylak, Amber	Emma E. Booker Elementary Teacher, PE, Elem		Personal	October 2, 2024
Retirement - 2425FY				
Amico, Eileen	Englewood Elementary Food Service Assistant I		Years of Service: 18	October 1, 2024
Troxel, Frank	Venice High Teacher, ROTC, Senior High		Years of Service: 12	September 16, 2024

Item #:

Transportation Department

Bus Driver

Youman, Cary

September 16, 2024

Years of Service:

4

Item #:

Board Date: October 1, 2024

September 17, 2024

Status: Regular

Name Current New Explanation Effective Assignment Assignment Date

Retirement - 2425FY DROP Program - Pending FRS Approval

Foley, C. Construction Services Years of Service: September 30, 2032

Building Code/Permit Admin 38

Substitute/Contracted Services - While on Leave - 2425FY Correction

Benson, Olesya Venice High Teacher, August 19, 2024

Science, Senior High

**Termination - 2425FY** 

Mewes, Manuel Transportation Department Detail:

Bus Driver Within probationary period

Item #:

**Status:** 

**Board Date: October 1, 2024** 

Addendum 1

Current **Explanation Effective** Name New Assignment Assignment Date Appointment - 2425FY Replacement for: McIntosh Middle September 23, 2024 Coulson, Ryan Brent McClenathen Teacher, Technology Education (perf pay) Replacement for: Espino, Christina **Human Resources** September 30, 2024 Jennifer Cadwell Department Secretary, Recruitment (SSP06X) Within budget allocation Safety & Security/School Figueroa, Caleb September 25, 2024 Police School Safety Officer (SSP11-MT1) Replacement for: Harris JR, William Facilities Services (Bay September 24, 2024 Adrian Velazquez Mora Haven) 12 Month Custodian (SSP04-C1) Replacement for: Kelm, Jeanne Laurel Nokomis School October 1, 2024 Elisabeth Demuth Teacher Aide, Pre-K ESE (SSP07) Replacement for: Booker High Teacher, September 23, 2024 Leon De Valey, Maria Darwin Lozano Moreno Foreign Lang, Senior (perf pay) Within budget allocation Leonard, Claudia Triad Teacher, ESE October 7, 2024 Resource (perf pay) Within budget allocation Maberino, Birgit Lamarque Elementary September 23, 2024 Food Service Assistant I (SSP02) Within budget allocation Booker High Student Mays, Kashante September 24, 2024 Success Coach 9-12 (perf pay) Within budget allocation Brookside Middle ESE Pena Crème, Roxana September 23, 2024 Paraprofessional Aide (SSP07) Replacement for: Reshetnik, Nataliie Lamarque Elementary September 24, 2024 Constance Ditzel Food Service Assistant I (SSP02) Within budget allocation Rumph, Elizabeth Emma E. Booker September 23, 2024 Elementary Para Aide III, Elem (SSP07) Replacement for: Booker High Clerk, Severin, Mary September 24, 2024 Lillian Mignano School (SSP05)

			Status: Adde	endum 1
Name	Current Assignment	New Assignment	Explanation	Effective Date
Appointment - 2425FY				
Steinmetz, Lisa		Cranberry Elementary ESE Paraprofessional Cluster Aide (SSP07)	Within budget allocation	September 23, 2024
Thompson, Sherryce		Emma E. Booker Elementary Teacher, PK - VE/GenEd (perf pay)	Replacement for: Ledera Smith	October 1, 2024
Appointment - 2425FY O	ot-of-Field			
Siegel, Avraham		McIntosh Middle Reading, Middle (Out-of- Field ESOL End.) (perf pay)	Within budget allocation	September 20, 2024
Begin Active Status/Retu	rn to Duty - 2425FY			
Stebbins, Michelle	Transportation Department Bus Driver		Returning to duty from leave	September 30, 2024
Change of Status/Tempor	rary - 2425FY			
Duffy, Veronica	Materials Management Secretary, Internal Services (SSP06)	Materials Management Dir Secretary/Purchasing (SSP09)	Temporary Replacement for: Betsy Hooper	September 30, 2024
Change of Status/Transfe	er - 2425FY			
Drozniak, Marcin	Riverview High School Resource Officer (SRO-02)	Riverview High School Resource Officer (SRO-01)	Within budget allocation	August 13, 2024
Guerrero, Fernando	Facilities Services (Alta Vista) 12 Month Custodian	Facilities Services (Alta Vista) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
Hugan, Voncia	Facilities Services (Booker HS) 12 Month Custodian	Facilities Services (Booker HS) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
Lewis, William	Facilities Services (Gocio) 12 Month Custodian	Facilities Services (Gocio) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
Lopera Noguera, Daniela	Transportation Department Bus Aide/Bus Attendant (7 hrs)	Transportation Department Bus Aide/Bus Attendant (8 hrs)	Within budget allocation	September 20, 2024
Martinez-Delcid, Ana	Facilities Services (Bay Haven) 12 Month Custodian	Facilities Services (Bay Haven) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
McShane, Diane	Transportation Department Bus Driver (7 hrs)	Transportation Department Bus Driver (8 hrs)	Within budget allocation	September 20, 2024

Item #:

**Board Date: October 1, 2024** 

Item #:	
<b>Board Date:</b>	October 1, 2024

Status: Addendum 1

	Current Assignment	New Assignment	Explanation	Effective Date
Change of Status/Transfer	· - 2425FY			
Mercadante, Maria	Suncoast Technical College Secretary II, School - 12 Month (SSP06)	Suncoast Technical College Admin. Assistant III (SSP09)	Within budget allocation	July 8, 2024
Morgado, Jorge	Facilities Services (Tuttle Elementary) 12 Month Custodian	Facilities Services (Tuttle Elementary) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
Nash, Yolanda	Human Resources Department Secretary, Staff Services (SSP06X)	Human Resources Department Receptionist, Staff Services (SSP05X)	Returning from a temporary position	September 12, 2024
Nunez Lucisano, Hector	Facilities Services (McIntosh Middle) 12 Month Custodian	Facilities Services (McIntosh Middle) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
Pointer, Janet	Facilities Services (Tatum Ridge) 12 Month Custodian	Facilities Services (Tatum Ridge) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
Rodas, Martha	Facilities Services (Emma E Booker) 12 Month Custodian	Facilities Services (Emma E Booker) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
Scarpinato, Heather	Riverview High Secretary, School 220 (SSP06)	Riverview High ESE Paraprofessional Cluster Aide 196 (SSP07)	Replacement for: Bailie O'Brien	October 1, 2024
Tellechea, Josefa	Facilities Services (Southside Elementary) 12 Month Custodian	Facilities Services (Southside Elementary) 12 Month Lead Custodian	Within budget allocation	October 1, 2024
Change of Status/Transfer	- 2425FY Out-of-Field			
Caminero, Johanna	Brentwood Elementary Teacher, Grade 2	Brentwood Elementary Teacher, Grade 2 (Out-of- Field Gifted End.)	Detail: Out-of Field	August 5, 2024
Cullen, Patricia	Southside Elementary Teacher, Grade 2	Southside Elementary Teacher, Grade 2 (Out-of- Field Gifted End.)	Detail: Out-of Field	August 5, 2024
Ipe, Robin	Laurel Nokomis School Teacher, Grade 6	Laurel Nokomis School Teacher, Grade 6 (Out-of- Field Mathematics 6-12)	Detail: Out-of Field	August 5, 2024
Wyszomirski, Scott	Sarasota Middle Teacher, ESE Resource	Sarasota Middle Teacher, ESE Resource (Out-of- Field M.G. Mathematics)	Detail: Out-of Field	August 5, 2024

	Current Assignment	New Assignment	Status: Addendum 1	
Name			Explanation	Effective Date
Leave - 2425FY				
Hoover, Valerie	Venice High Teacher, Access Point Cluster		Birth of Child/Adoption/Foster Care November 21, 2024 - March 3, 2025	,
Jansch, Jaimi	Englewood Elementary Teacher, Grade 1		Birth of Child/Adoption/Foster Care November 4, 2024 - February 12, 2025	,
O'Connor, Leah	Garden Elementary Schoolwide Behavior Coach PK-12		Medical September 3, 2024 - May 30, 2025	
Leave - 2425FY Addition	nal leave (Currently on LOA)	)		
Rhodes, Deirdre	Lamarque Elementary ESE Paraprofessional Cluster Aide		Medical Relative (extension) September 23, 2024 - October 18, 2024	
Resignation - 2425FY				
Angebranndt, Carol	Englewood Elementary ESE Aide		Moving away from the area	October 2, 2024
Coulson, Ryan	North Port High Career Advisor		Taking a job in a different bargaining unit	September 20, 2024
Leko, Karen	Oak Park School Clerk/Receptionist		Personal	October 4, 2024
Siciliano, Michael	Facilities Services Manager, Technical Svcs/Maint		Personal	September 24, 2024
Retirement - 2425FY DF	ROP Program - Pending FRS	Approval		
Bazenas, Joe	North Port High Counselor, Senior High School		Years of Service: 36	August 31, 2032
Transfer of Sick Days/H	ours - 2425FY			
Gonzalez, Margarita	Gulf Gate Elementary Registrar		Detail: Transfer 14 Days to Margarita Gonzalez	August 26, 2024

Item #:

**Board Date: October 1, 2024** 



Agenda Item 5.

#### Title

APPROVAL OF SCHOOL IMPROVEMENT PLANS FOR THE SCHOOL YEAR 2024-2025

## Description

Sarasota County School Board Policy states that the plan for each District school shall be approved annually and shall be implemented as a new, amended or continued school improvement plan. The school improvements plans can be found at <a href="https://www.sarasotacountyschools.net/o/scs/page/school-improvement">https://www.sarasotacountyschools.net/o/scs/page/school-improvement</a>

# **Gap Analysis**

To close the gap, schools need to implement the area(s) of focus and action steps with fidelity, within the School Improvement Plan (SIP), in order to improve student achievement and actively engage the community through the School Advisory Council (SAC). The schools will have an area of focus on any student group below the 40% federal index. The use of a problem-solving process will allow schools to progress monitor the attainment of goals outlined in the SIP.

#### **Previous Outcomes**

Increase student performance in ELA, Mathematics, and Science closing the gap through implementation of system-level strategies and by measuring and tracking key performance.

# **Expected Outcomes**

Goals for the 2024-2025 school year include increasing proficiency for all students with a focus on student groups below the FPPI and decreasing the number of ATSI and CSI schools.

# **Strategic Plan Goal**

Pillar 1 - Every Student Achieves Priority 1 - Establish a Solid Foundation

#### Recommendation

That all the School Improvement Plans be approved as presented.

# **Contact Information**

DENISE CANTALUPO denise.cantalupo@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

## **Financial Impact**

N/A



# October 1, 2024 Board Meeting

Agenda Item 6.

# <u>Title</u>

APPROVAL OF THE PROFESSIONAL LEARNING CONTRACT WITH THE UNIVERSITY OF FLORIDA, LASTINGER CENTER

## Description

Approve the professional learning contract with the Lastinger Center to provide teachers participating in the Strauss Reading Initiative with the initial and ongoing professional learning required to implement effective small groups with the Flamingo Small Group model aligned to the Science of Reading and the Science of Effective Instructional Methodologies.

## **Gap Analysis**

Progress monitoring data indicated the need for effective differentiated teacher-led small group instruction to support primary students with foundational skills and reading comprehension.

## **Previous Outcomes**

This professional learning will be for new K-2 teachers and returning K-2 teachers to the Strauss Reading Initiative project funded by the Community Foundation of Sarasota to support the implementation of Structured Literacy Practices and the Science of Reading in the primary Tier-One core.

# **Expected Outcomes**

Students will develop both grade-level foundational skills and improved reading comprehension.

# **Strategic Plan Goal**

Pillar 1 - Every Student Achieves

Priority 1 - Establish a Solid Foundation

Priority 2 - Expect Literacy for All

Priority 3 - Embrace Strong Instruction

#### Recommendation

That the contract for professional learning with the University of Florida, Lastinger Center be approved as presented.

# **Contact Information**

RACHEL CHAPPELL rachel.chappell@sarasotacountyschools.net JENNIFER MAINELLI jennifer.mainelli@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact**

\$56,000

Funding Source: Grant funds - The Strauss Reading Initiative and the Community Foundation

## **ATTACHMENTS:**

Description Upload Date Type
Agreement 9/24/2024 Cover Memo



**PLEASE REMIT TO:** 

UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

Contracts & Grants PO Box 931297

Atlanta, GA 31193-1297

SPONSOR:

SARASOTA CNTY Sarasota County Government 1660 Ringling Blvd Second Floor, Ste. 285 Sarasota FL 34236 United States Invoice Date: 09/02/2024

Principal Investigator: Butler, Tyran Wright

Award Begin Date: 09/01/2024 Award End Date: 02/28/2027

UF FEIN: 59-6002052

Sponsor Award ID: AGR00031662

Award Title: Sarasota County Schools Small Group

Professional Learnin

Award Amount: \$56,000.00

Note: Amy Beechy: Amy.

Beechy@sarasotacountyschools.net

Invoice #	M000416538
UF Award #	AWD17007
Primary Project #	P0349180
Primary Department	18300000
Current Invoice Amount:	\$56,000.00

Description	Current	Cumulative	
	\$56,000.00	\$56,000.00	
Total	\$56,000.00	\$56,000.00	

For billing questions, please call 352.392.1235 Moody,Kristin Laural <u>k.moody@ufl.edu</u> Please reference the UF Award Number and Invoice Number in all correspondence

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal 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. (U.S Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Payment History		
Cumulative Invoices:	\$56,000.00	
Payments Received:	\$0.00	
Outstanding Balance:	\$56,000.00	
Note: Outstanding balance includes current invoice		
amount		

Certifying Official

Kristin Moody

FOR UF USE O	NLY		Additional P	rojects: N
Project ID	Deptid	Department Name	Current	Cumulative
P0349180	18300000	ED-LASTINGER CENTER	\$56,000.00	\$56,000.00



# October 1, 2024 Board Meeting

Agenda Item 7.

#### Title

APPROVAL OF THE DATA SHARING AGREEMENT BETWEEN THE BIG BROTHERS BIG SISTERS OF THE SUNCOAST INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

# **Description**

The purpose of this agreement is to delineate the relationship and responsibilities of Recipient and the School Board regarding the sharing of relevant student information and student data for students participating in the Recipient Mentoring Program. The program is an ongoing one-on-one mentoring program for youth ages 6-21. The Recipient's staff monitor students' progress and work with the student to reinforce and support the students' academic success in school.

# **Gap Analysis**

The Big Brothers Big Sisters Program in an ongoing one-on-one mentoring program for youth ages 6-21. The Big Brothers Big Sisters staff monitor students' progress and provide additional learning opportunities.

## **Previous Outcomes**

Sarasota County Schools and Big Brothers Big Sisters of the Sun Coast have successfully collaborated for a number of years.

## **Expected Outcomes**

It is expected that through the mentoring offered by Big Brothers Big Sisters of the Sun Coast that students will have better academic success.

# Strategic Plan Goal

Pillar 1 - Every Student Achieves Priority 3 - Embrace Strong Instruction

## **Recommendation**

That the data sharing agreement between the Big Brothers Big Sisters of the Sun Coast and the School Board of Sarasota County, Florida be approved as presented.

# **Contact Information**

DENISE CANTALUPO denise.cantalupo@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.ne

#### **Financial Impact**

N/A

# **ATTACHMENTS:**

Description Upload Date Type

Big Brothers Big Sisters DSA 9/16/2024 Cover Memo

# DATA SHARING AGREEMENT BETWEEN THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA AND BIG BROTHERS BIG SISTERS OF THE SUN COAST, INC.

This Data Sharing Agreement ("Agreement") is entered into by and between the School Board of Sarasota County, Florida (hereinafter referred to as School Board), and Big Brothers Big Sisters of the Sun Coast, Inc., a Florida not for profit corporation (hereinafter referred to as Recipient) and describes the programs to be conducted by Recipient, and the means to be used by Recipient to ensure the confidentiality and security of information and data exchanged between the School Board and Recipient.

# I. Purpose and Duration of the Study

Pursuant to the Family Educational Rights and Privacy Act ("FERPA"), the School Board may disclose personally identifiable student data to organizations conducting studies for, or on behalf of, the School Board to (a) develop, validate, or administer predictive tests, (b) administer student aid programs, or (c) improve instruction. The study to be undertaken by Recipient meets this standard as the project is intended to study educational outcomes to assist the board in improving instruction to students in Sarasota County. The purpose of this Agreement is to delineate the relationship and responsibilities of Recipient and The School Board regarding the sharing of relevant student information and student data for students participating in the Recipient mentoring program (the "Program"). The Program is an ongoing one-on-one mentoring program for youth ages 6-21. The Recipient staff review student report cards to monitor students' progress and to work with the student to reinforce and support the student's academic success in school.

The Agreement shall commence September 1, 2024 and will remain in effect until June 30, 2025, at which time the Agreement will automatically renew on an annual basis unless terminated in writing by either party.

In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) and the requirements of Section 1006.1494, Florida Statutes, Students Online Personal Information Protection Act ("SOPIPA"), student records and all personally identifiable student information are private, strictly confidential and must not be disclosed to any other person or organization by the School Board without the written

# permission of the parent.

#### II. Information to be Disclosed

# Specific Data Requested:

The information to be disclosed by the School Board to Recipient consists of the following: Provide report cards to the Recipient staff working directly with the students participating in the Program upon receiving express written permission from the student's parent/guardian.

# **III.** Recipient's Obligations

Outcome: Please identify the specific Recipient outcome or report and the date of expected completion and return to the School Board.

- 1. Obtain written consent from a parent/guardian for each student participating in the Program to allow the School Board to provide relevant student information directly to the Recipient for the purpose of monitoring students' academic progress in school.
- 2. Provide the School Board with a list of participating students and relevant student identification information: student N number, student first and last names, Program attendance, and other information in a mutually agreed upon format for the purpose of matching participating students to their individual student data.
- 3. Maintain the confidentiality of student data, including but not limited to personal information such as students' names or addresses, as well as academic information such as grade level, academic achievement levels. Any information shared publicly by the Recipient will be only aggregate data which will not compromise individual student information or disclose any identifiable student information.
- 4. Hold harmless, indemnify, and defend The Board, its agents, servants, employees in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from The Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be

waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which the Board may be entitled.

This data will be provided to Recipient by password protected File Transfer Protected ("FTP") site. The data will be stored on the FTP site for thirty (30) days after the termination date of this Agreement. Recipient will share only aggregate data where no student is identified in any report without explicit parental permission.

# Recipient agrees it will:

- 1. Use personally identifiable information from education records only to meet the purpose or purposes of the Program as stated above;
- 2. Keep all education records strictly confidential and conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of its organization with legitimate interests; and respect the privacy of these records and will neither seek to view nor share the contents of any records except in the furtherance of the Program's implementation, review and evaluation nor, disclose the contents of any record to any third party person or organization.
- 3. Destroy all personally identifiable information when the information is no longer needed for the purposes for which the Program was conducted. Such destruction will take place within thirty (30) days of the conclusion of the Program.
  - 4. Refrain from publishing any individual identifiable student or teacher data.
- 5. Refrain from publishing any reports that use any aggregated student or teacher data unless agreed to by the School Board.
- 6. Require all individuals receiving and reviewing any personally identifiable information to sign and return the "Agreement to Maintain Confidentiality of Student Records" form (see attached).
- 7. Ensure that data required by Recipient will be transferred using a secure file sharing service required by the School Board. All data received from the School Board will be stored on a secure server at the premises of the Recipient and accessible only to employees with direct involvement in the Program.

#### IV. General Provisions

- 1. The School Board may terminate this Agreement, without cause, at any time upon written notice to the Recipient. In the event of such termination, all personally identifiable education record information provided by the School Board to Recipient shall be returned by Recipient to the School Board within ten (10) days. Recipient may not retain any copies of such information.
- 2. Recipient is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- 3. Any additions, changes, deletions or modifications to this document must be agreed upon in writing by both parties.
- 4. This Agreement represents the entire agreement between the parties, and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.
- 5. This Agreement shall be governed by and construed under federal law and the laws of the State of Florida. The sole and exclusive state jurisdiction for any action brought pursuant to, or that is related to, this Agreement, shall be in the Twelfth Judicial Circuit Court, in and for Sarasota County, Florida.
  - 6. Any notices to the parties will be sent via U.S. Mail as follows:

If to the School Board: If to Recipient:

1960 Landings Blvd\_\_\_\_\_ Big Brothers Big Sisters of the Sun Coast

Sarasota FL 34231 5731 Rosin Way

Sarasota, FL 34233

- 7. Each Party to this Agreement shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Agreement, or its failure to comply with the terms of this Agreement, as determined by a court of competent jurisdiction.
  - 8. Recipient shall comply with Florida's Public Records Law including:
- a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;

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

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

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

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

Big Brothers Big Sisters of the Sun Coast, Inc. By:		
	Date	
The School Board of Sarasota County, Florida		
By: Karen Rose, Chair		
	Date	
Approved as to Form and Legal Content		
by Shumaker, Loop & Kendrick, LLP		
Attorneys for The School Board		
of Caragota County Florida		

Signed: MRM Date: August 28, 2024

# THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

# AGREEMENT TO MAINTAIN CONFIDENTIALITY OF STUDENT RECORDS

During the course of your organization's association with The School Board of Sarasota County, Florida you may be provided with, or have the opportunity to view, confidential student records. These records include, but are not limited to, documents such as report cards, student work, grade sheets, test scores, cumulative folders, Individual Educational Plans (IEP), attendance data, and/or family and medical history. In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and the requirements of Section 1006.1494, Florida Statutes, Students Online Personal Information Protection Act ("SOPIPA"), student records and all personally identifiable student information are private, strictly confidential and must not be disclosed to any other person or organization without the prior permission of the School Board or the parent.

By signing this Agreement, you acknowledge that your organization may gain access to confidential student records while performing program reviews, project tasks and/or providing services to students on behalf of or in collaboration with The School Board of Sarasota County, Florida.

By signing this Agreement, your organization also acknowledges that the student records are to be held as strictly confidential. Further, you agree you will respect the privacy of these records and will neither seek to view nor share within your organization the contents of any records except in the furtherance of the program's implementation, program review and/or program evaluation nor, disclose the contents of any record to any third-party person or organization.

Name (please print)	
Organization Name	Title
Signature	 Date



# October 1, 2024 Board Meeting

Agenda Item 8.

#### Title

APPROVAL OF THE DATA SHARING AGREEMENT BETWEEN THE SARASOTA BALLET OF FLORIDA, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

## Description

The purpose of this agreement is to delineate the relationship and responsibilities of the Sarasota Ballet and the School Board regarding the sharing of relevant protected records including student information and student data for students participating in the Sarasota Ballet, Dance - The Next Generation Program ("DNG Program"). The DNG Program is an afterschool program for students in Grades 3-12 that provides instruction in various forms of dance including ballet, as well as building an educational support system for all students. Through the discipline and love of dance, the program activities serve to increase students' self-esteem, confidence, and personal responsibility. The Sarasota Ballet staff review student report cards and other performance data to monitor students' progress and to work with the student and parents to reinforce and support the student's academic success in school.

# **Gap Analysis**

The Sarasota Ballet, Dance - The Next Generation Program ("DNG Program") is an afterschool program for students in Grades 3-12 that provides instruction in various forms of dance including ballet, as well as building an educational support system for all students. Through the discipline and love of dance, the program activities serve to increase students' self-esteem, confidence and personal responsibility.

#### **Previous Outcomes**

#### 2023-2024 Results

Total number of DNG students: 92 (between Sarasota and Manatee Counties)

Number providing access to their report cards: 39 Sarasota Number assessed needing academic assistance: 7 Sarasota Number needing academic assistance that we followed up: 15

Number demonstrating improvement in grades: unknown until 10/24/2024

# **Expected Outcomes**

Through the discipline and love of dance, the program activities serve to increase students' self-esteem, confidence and personal responsibility.

# **Strategic Plan Goal**

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

# Recommendation

That the data sharing agreement between the Sarasota Ballet of Florida, Inc. and the School Board of Sarasota County, Florida be approved as presented.

#### **Contact Information**

DENISE CANTALUPO denise.cantalupo@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact**

N/A

# **ATTACHMENTS:**

DescriptionUpload DateTypeSarasota Ballet data sharing agreement9/18/2024Cover Memo

# DATA SHARING AGREEMENT BETWEEN THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA AND THE SARASOTA BALLET OF FLORIDA, INC.

This Data Sharing Agreement ("Agreement") is entered into by and between the School Board of Sarasota County, Florida (hereinafter referred to as "School Board"), and the Sarasota Ballet of Florida, Inc. (hereinafter referred to as "Recipient") on this \_\_\_\_ day of August, 2024, and describes the programs to be conducted by Recipient, and the means to be used by Recipient to ensure the confidentiality and security of information and data exchanged between the School Board and Recipient. The Recipient and the School Board shall be collectively referred to as the "Parties," each being a "Party."

# I. Purpose and Duration of the Study

Pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto codified at 34 CFR Part 99 ("FERPA"), the School Board may disclose student education records and personally identifiable student data ("Protected Records") to organizations conducting studies for, or on behalf of, the School Board to (a) develop, validate, or administer predictive tests, (b) administer student aid programs, or (c) improve instruction. In accordance with FERPA, the Protected Records are private, strictly confidential and must not be disclosed to any other person or organization without the permission of the School Board or the student's parent. The School Board has determined that the evaluations to be undertaken by Recipient, as described herein (the "Project") meets this standard as the Project is intended to study and improve educational outcomes and to assist the School Board in improving instruction to students in Sarasota County.

The purpose of this Agreement is to delineate the relationship and responsibilities of the Sarasota Ballet and The School Board regarding the sharing of relevant Protected Records including student information and student data for students participating in the Sarasota Ballet Dance – The Next Generation Program ("DNG Program"). The DNG Program is an afterschool program for students in grades 3 – 12 that provides instruction in various forms of dance including ballet, as well as building an educational support system for all students. Through the discipline and love of dance, the program activities serve to increase students'

self-esteem, confidence and personal responsibility. The Sarasota Ballet staff review student report cards and other performance data to monitor students' progress and to work with the student and parent to reinforce and support the student's academic success in school.

The Agreement shall commence August 1, 2024 and will remain in effect until June 30, 2025, unless terminated by either party.

#### II. Information to be Disclosed

Specific Data Requested:

The information to be disclosed by the School Board to Recipient consists of the following: Provide report cards to the Sarasota Ballet staff working directly with the students participating in the DNG program upon receiving express written permission from the student's parent/guardian.

# III. Recipient's Obligations

The Recipient shall prepare an Outcome Report annually prior to June 30<sup>th</sup> of each calendar year that will include the following information:

Total number of DNG Program students registered.

Number of DNG Program students providing Recipient access to their report card information.

Number of DNG Program students providing Recipient access that have been assessed with needing academic assistance.

Number of DNG Program students demonstrating need of academic assistance with whom Recipient has followed up.

Number of DNG Program students with whom Recipient has followed up demonstrating improvement in grades.

The Outcome Report will be provided following receipt of report cards at end of 4<sup>th</sup> grading period.

# Recipient shall:

1. Obtain written consent from a parent/guardian for each student participating in the DNG Program to allow The School Board to provide relevant student

- information directly to the Sarasota Ballet for the purpose of monitoring students' academic progress in school.
- 2. Provide the School Board with a list of participating students and relevant student identification information: student first and last names, program attendance, and other information in a mutually agreed upon format for the purpose of matching participating students to their individual student data.
- 3. Maintain the Protected Records, including but not limited to personal information such as students' names or addresses, as well as academic information such as grade level and academic achievement levels. Any information shared publicly by the Recipient will be only aggregate data which will not compromise individual student information or disclose any identifiable student information.
- 4. Hold harmless, indemnify, and defend The Board, its agents, servants, employees in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from The Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied. Nothing in this provision is intended to waive any sovereign immunity to which the Board may be entitled.
- 5. The Protected Records will be provided to the Sarasota Ballet of Florida, Inc. by password protected FTP site. The Sarasota Ballet of Florida, Inc. will share only aggregate data where no student is identified in any report without explicit parental permission.

# Recipient agrees it will:

- 1. Use personally identifiable information from education records only to meet the purpose or purposes of the Project stated above;
  - 2. Keep all Protected Records strictly confidential and conduct the study in a

manner that does not permit personal identification of parents and students by anyone other than representatives of its organization with legitimate interests; and further, Recipient agrees it will respect the privacy of these records and will neither seek to view nor share within the Recipient organization the contents of any records except in the furtherance of the program's implementation, program review and/or program evaluation nor, disclose the contents of any record to any third party person or organization.

- 3. Destroy all Protected Records, including but not limited to personally identifiable information when the information is no longer needed for the purposes for which the study/program was conducted. Such destruction will take place within thirty (30) days of the conclusion of the Project.
  - 4. Not publish any individual identifiable student or teacher data.
- 5. Not publish any reports that use any aggregated student or teacher data unless agreed to by the School Board of Sarasota County.
- 6. Require all individuals receiving and reviewing the Protected Records to sign and return the "Agreement to Maintain Confidentiality of Student Records" (see attached form).
- 7. Ensure that the Protected Records provided to it will be transferred using a secure file sharing service required by the School Board. All data received from the School Board will be stored on a secure server at the premises of Sarasota Ballet of Florida, Inc. and accessible only to employees with direct involvement in this Project.

# IV. General Provisions

- 1. The School Board may terminate this Agreement, without cause, at any time by providing written notice to the Recipient. In the event of such termination, all Protected Records provided by the School Board to Recipient shall be returned by Recipient to the School Board within ten (10) days. Recipient may not retain any copies of such information.
- 2. Sarasota Ballet of Florida, Inc. is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- 3. Any additions, changes, deletions or modifications to this Agreement shall be void unless agreed upon in writing by both parties.

- 4. This Agreement represents the entire Agreement between the parties, and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing.
- 5. This Agreement shall be governed by and construed under federal law and the laws of the State of Florida. The sole and exclusive jurisdiction for any action brought pursuant to, or that is related to, this Agreement, shall be in the Twelfth Judicial Circuit Court, in and for Sarasota County, Florida.
  - 6. Any notices to the parties will be sent via U.S. Mail as follows:

If to the School Board:

If to Recipient:

1960 Landings Blvd.

Sarasota Ballet of Florida, Inc.

Sarasota FL 34231

5555 North Tamiami Trail

Sarasota, FL 34243

- 7. Recipient shall comply with Florida's Public Records Law including:
- a) keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;
- b) providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of Recipient upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, publicrecordrequest@sarasotacountyschools.net, THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

The Parties execute this Agreement through their undersigned authorized representatives, fully intending to be bound by the terms herein.

Sarasota Ballet of Florida, Inc.	
By: Joseph Volpe, Executive Director	8/14/24 Date
Joseph Volpe, Executive Director	2
The School Board of Sarasota County, Florida	
By:	 Date
By: Karen Rose, Chair	Date

# THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

# AGREEMENT TO MAINTAIN CONFIDENTIALITY OF STUDENT RECORDS

During the course of your organization's association with The School Board of Sarasota County, Florida you may be provided with, or have the opportunity to view, confidential student records. These records include, but are not limited to, documents such as report cards, student work, grade sheets, test scores, cumulative folders, Individual Educational Plans (IEP), attendance data, and/or family and medical history. In accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), student records and all personally identifiable student information are private, strictly confidential and must not be disclosed to any other person or organization without the prior permission of the district or the parent.

By signing this Agreement, you acknowledge that your organization may gain access to confidential student records while performing program reviews, project tasks and/or providing services to students on behalf of or in collaboration with The School Board of Sarasota County, Florida.

By signing this Agreement, your organization also acknowledges that the student records are to be held as strictly confidential. Further, you agree you will respect the privacy of these records and will neither seek to view nor share within your organization the contents of any records except in the furtherance of the program's implementation, program review and/or program evaluation nor, disclose the contents of any record to any third-party person or organization.

CHEISTOPHER HIES	
Print Name	
GOULATION DIRECTOR	
Title hil	8/14/24
Signature	Date

Sarasota Ballet of Florida, Inc.



# October 1, 2024 Board Meeting

Agenda Item 9.

#### Title

APPROVAL OF VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT BETWEEN VENICE EAST GOLF ASSOCIATION, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

#### Description

This agreement between Venice East Golf Association, Inc., and The School Board of Sarasota County, Florida, provides eligible students with disabilities with direct instruction in work skills in a job preparation training program.

The state monitors indicator 14: Participation in Post-secondary Settings | "Percent of youth who had IEPs, are no longer in secondary school and who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school." (Sources: IDEA, 20 U.S.C. 1416 (a) (3) (A), Florida's State Performance Plan). The focus is to assist students with disabilities in preparing for life after high school; post-school outcomes include postsecondary education/training, employment, and independent living. For a student with an individual educational plan (IEP), Florida legislation requires planning to begin by age 12. It defines transition as "a coordinated set of activities" designed to promote movement from life as a student to life as an adult. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain handson work experiences in our community through partnerships with local businesses.

# **Gap Analysis**

Currently, our students with the most significant disabilities utilize 24 sites across the county to experience the world of work.

#### **Previous Outcomes**

These work experience opportunities place the student in a genuine workplace and may include work sampling, job shadowing, internships, apprenticeships, and paid employment. Through these learning opportunities, students explore different career pathways and develop job skills through experience and teaching focused on their selected employment goals.

# **Expected Outcomes**

Students will gain hands-on work experience and develop foundational basic work skills in the sports and leisure field, including business operations at a golf course, custodial, or customer service departments.

Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# Strategic Plan Goal

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

#### Recommendation

That the Vocational Instructional Program Agreement between Venice East Golf Association, Inc. and the School Board of Sarasota County, FL be approved as presented.

#### **Contact Information**

HEATHER WASSERMAN heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

#### **Financial Impact**

N/A

**ATTACHMENTS:** 

Description
Venice East Golf Association

Upload Date 9/18/2024 Type Cover Memo

# VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

# The School Board of Sarasota County, Florida

1960 Landings Boulevard, Sarasota, Florida 34231 Tel: (941) 927-9000 - Fax (941) 927-4014

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Venice East Golf Association, Inc. 107 Venice East Blvd. Venice, FL 34293 PH: 941-493-0005 FAX: 941-493-0515

This Agreement is entered into as of the	nis day of _	, 2024 between THE
SCHOOL BOARD OF SARASOTA COUNTY	Y, FLORIDA, a b	oody corporate (hereinafter referred
to as the "Board"), and Venice East Golf Ass	ociation, Inc, a F	Florida corporation (hereinafter
referred to as the "Provider").		

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide an instructional program of education and training for Sarasota County students who have met the following criteria:

- 1. The student is a resident of Sarasota County, Florida, and is now enrolled in or has made an application for enrollment in the Sarasota County School District.
- 2. The student has been appropriately selected and meets the entrance requirements (see attached Addendum) by the Sarasota County School District in compliance with state statutes and all pertinent state and local school board rules and criteria.

With regard to providing education to students who qualify for instructional services in the program, the Provider and the Board agree as follows:

# 1. The Board agrees:

- A. To provide instructional services, job preparation, and supervision as appropriate for the Vocational Instructional Program (see attached Addendum).
- B. To provide transportation to and from the Vocational Instructional Program.
- C. To solicit evaluation/feedback on individual student performance and overall program effectiveness.
- D. To require all participating students to subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to the Provider if requested.

# 2. The Provider agrees:

- A. To maintain a safe work environment appropriate for students and to follow applicable state and federal laws, rules, and regulations relating to workplace safety.
- B. To provide in-service training and job preparation skills to students and staff.

# 3. Both Parties agree:

- A. There will be no cost to the Board for the Provider's provision of services hereunder.
- B. To the terms of the attached addendum, which provides specific details of this Vocational Instructional Program Agreement, which is incorporated hereby into this Agreement.
- C. That the Provider is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- D. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- E. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or the Provider of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of this Agreement.
- F. Any previous agreements between the parties for the provision of vocational/community-based instructional programs are hereby superseded and terminated.

# 4. Other Provisions:

- A. Any additions, changes, deletions, or modifications to this Agreement shall be void unless agreed upon in writing by both parties.
- B. The term of this Agreement shall remain in effect unless terminated earlier by either party and shall automatically renew each year thereafter for periods of one year unless terminated by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice and this Agreement. The Board may terminate this Agreement immediately upon providing written notice if Provider materially breaches the terms of this Agreement.
- C. The Provider and the Board mutually warrant that the Vocational Instructional Program shall be in compliance with the applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.
- D. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.

The Parties have executed this Agreement intending to be fully bound by its terms as of the date first written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
By:Karen Rose, Chair
Karen Rose, Chair
Date:
approved as to Form and Legal Content by Shumaker, Loop & Kendrick, LLP attorneys for The School Board of Sarasota County, Florida signed: MRM bate: September 18, 2024
VENICE EAST GOLF ASSOCIATION, INC.
By:
Print Name:
As its:
Date:

# ADDENDUM TO VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The Provider: Venice East Golf Association, Inc.

107 Venice East Blvd Venice, FL 34293

The Provider Contact Email, Phone, and Title: Lila Purcell, Secretary BOD or Alda Cabrerra, General

Manager veniceeastgc@comcast.net 941-493-0005

The Board Contact/Title:

Sarasota County Schools, Exceptional Student Education Department (941) 927-9000

Dr. Heather Wasserman, ESE Executive Director

Elizabeth Lewis, Transition Program Facilitator

School(s): Sarasota County Schools, Structured Work Study Programs, and High School Programs

Name of Program: Vocational Instructional Program / Career Experience

Students (Age Range, Grades, Special Programs, Entrance Requirements): Exceptional Student Education (ESE) students, ages 16-21, with varying exceptionalities. Students must provide proof of insurance before they are placed. Previous work experience and skill levels will be reviewed when considering placement.

Minimum/Maximum Number of Students: Groups of 1-5 students.

Days of Year Program [Number] and Hours of the Program [Hours] for each school:

School Hours: 8:00-4:00, Monday-Friday during the school year, for the job training program. If the student is hired, hours will reflect those assigned by the job.

Staff/Supervision: The ESE Teacher, job coach, or assigned mentor from the Provider's staff will provide support and supervision as needed. As the student demonstrates independence, support will fade, and the job site will collaborate with school staff as needed.

Transportation Detail: Students will be transported to and from the worksite using Board or public transportation and trained to transition and transport independently.

Other requirements: Entry-level skills are needed, such as the ability to work in a team environment, meet and greet customers, demonstrate a positive attitude, and keep the work area clean and sanitized. Students will dress in designated attire, such as a program or company shirt, black/khaki pants, and non-skid, closed-toe shoes. Students will come to work on time and demonstrate good hygiene and manners.



# October 1, 2024 Board Meeting

Agenda Item 10.

#### Title

APPROVAL OF VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT BETWEEN SHAMROCK FAMILY SALON, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

#### Description

This agreement between Shamrock Family Salon, Inc., and The School Board of Sarasota County, Florida, provides eligible students with disabilities with direct instruction in work skills in a job preparation training program.

The state monitors indicator 14: Participation in Post-secondary Settings | "Percent of youth who had IEPs, are no longer in secondary school and who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school." (Sources: IDEA, 20 U.S.C. 1416 (a) (3) (A), Florida's State Performance Plan). The focus is to assist students with disabilities in preparing for life after high school; post-school outcomes include postsecondary education/training, employment, and independent living. For a student with an individual educational plan (IEP), Florida legislation requires planning to begin by age 12. It defines transition as "a coordinated set of activities" designed to promote movement from life as a student to life as an adult. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain handson work experiences in our community through partnerships with local businesses.

#### **Gap Analysis**

Currently, our students with the most significant disabilities utilize 24 sites across the county to experience the world of work.

#### **Previous Outcomes**

These work experience opportunities place the student in a genuine workplace and may include work sampling, job shadowing, internships, apprenticeships, and paid employment. Through these learning opportunities, students explore different career pathways and develop job skills through experience and teaching focused on their selected employment goals.

# **Expected Outcomes**

Students will gain hands-on work experience, develop foundational basic work skills in the cosmetology field, and learn about custodial or customer service jobs in the industry.

Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

#### **Strategic Plan Goal**

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

#### Recommendation

That the Vocational Instructional Program Agreement between Shamrock Family Salon, Inc. and the School Board of Sarasota County, FL be approved as presented.

#### **Contact Information**

HEATHER WASSERMAN heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact**

N/A

**ATTACHMENTS:** 

Description
Shamrock Family Salon Agreement

Upload Date 9/18/2024 Type Cover Memo

# VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

# The School Board of Sarasota County, Florida

1960 Landings Boulevard, Sarasota, Florida 34231 Tel: (941) 927-9000 - Fax (941) 927-4014

&

Shamrock Family Salon, Inc. 763 Shamrock Blvd. Venice, FI 34292 941-493-9933

This Agreement is entered into as of this _	day of	, 2024, between T	ΉE
SCHOOL BOARD OF SARASOTA COUNTY,	FLORIDA, a bo	dy corporate (hereinafter	referred
to as the "Board"), and Shamrock Family Salor	n, Inc., a Florida	corporation (hereinafter	referred to
as the "Provider			

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide an instructional program of education and training for Sarasota County students who have met the following criteria:

- 1. The student is a resident of Sarasota County, Florida, and is now enrolled in or has made an application for enrollment in the Sarasota County School District.
- 2. The student has been appropriately selected and meets the entrance requirements (see attached Addendum) by the Sarasota County School District in compliance with state statutes and all pertinent state and local school board rules and criteria.

With regard to providing education to students who qualify for instructional services in the program, the Provider and the Board agree as follows:

# 1. The Board agrees:

- A. To provide instructional services, job preparation, and supervision as appropriate for the Vocational Instructional Program (see attached Addendum).
- B. To provide transportation to and from the Vocational Instructional Program.
- C. To solicit evaluation/feedback on individual student performance and overall program effectiveness.
- D. To require all participating students to subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to the Provider if requested.

# 2. The Provider agrees:

- A. To maintain a safe work environment appropriate for students and to follow applicable state and federal laws, rules, and regulations relating to workplace safety.
- B. To provide in-service training and job preparation skills to students and staff.

# 3. Both Parties agree:

- A. There will be no cost to the Board for the Provider's provision of services hereunder.
- B. To the terms of the attached addendum, which provides specific details of this Vocational Instructional Program Agreement, which is incorporated hereby into this Agreement.
- C. That the Provider is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- D. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- E. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or the Provider of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of this Agreement.
- F. Any previous agreements between the parties for the provision of vocational/community-based instructional programs are hereby superseded and terminated.

# 4. Other Provisions:

- A. Any additions, changes, deletions, or modifications to this Agreement shall be void unless agreed upon in writing by both parties.
- B. The term of this Agreement shall remain in effect unless terminated earlier by either party and shall automatically renew each year thereafter for periods of one year unless terminated by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice and this Agreement. The Board may terminate this Agreement immediately upon providing written notice if Provider materially breaches the terms of this Agreement.
- C. The Provider and the Board mutually warrant that the Vocational Instructional Program shall be in compliance with the applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.
- D. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any Party without the prior written consent of the other Party.

The Parties have executed this Agreement intending to be fully bound by its terms as of the date first written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
By: Karen Rose, Chair
Date:
Approved as to Form and Legal Content by Shumaker, Loop & Kendrick, LLP Attorneys for The School Board of Sarasota County, Florida Signed: MRM Date: September 18, 2024  SHAMROCK FAMILY SALON, INC.
By:
Print Name:
As its:
Date:

# ADDENDUM TO VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The Provider: Shamrock Family Salon, Inc.

The Provider Contact Email, Phone, and Title: Laura McGuire-Owner

941-323-3977

Lau-ramcguire02@gmail.com

The Board Contact/Title:

Sarasota County Schools, Exceptional Student Education Department (941) 927-9000

Dr. Heather Wasserman, ESE Executive Director

Elizabeth Lewis, Transition Program Facilitator

School(s): Sarasota County Schools, Structured Work Study Programs, and High School Programs

Name of Program: Vocational Instructional Program / Career Experience

Students (Age Range, Grades, Special Programs, Entrance Requirements): Exceptional Student Education (ESE) students, ages 16-21, with varying exceptionalities. Students must provide proof of insurance before they are placed. Previous work experience and skill levels will be reviewed when considering placement.

Minimum/Maximum Number of Students: Groups of 1-3 students.

Days of Year Program [Number] and Hours of the Program [Hours] for each school:

School Hours: 8:00-4:00, Monday-Friday during the school year, for the job training program. If the student is hired, hours will reflect those assigned by the job.

Staff/Supervision: The ESE Teacher, job coach, or assigned mentor from the Provider's staff will provide support and supervision as needed. As the student demonstrates independence, support will fade, and the job site will collaborate with school staff as needed.

Transportation Detail: Students will be transported to and from the worksite using Board or public transportation and trained to transition and transport independently.

Other requirements: Entry-level skills are needed, such as the ability to work in a team environment, meet and greet customers, demonstrate a positive attitude, and keep the work area clean and sanitized. Students will come to work on time and demonstrate good hygiene and manners.



# October 1, 2024 Board Meeting

Agenda Item 11.

#### Title

APPROVAL OF VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT BETWEEN DETWILER'S FARM MARKET, INC. AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

#### Description

This agreement between Detwiler's Farm Market, Inc., and The School Board of Sarasota County, Florida, provides eligible students with disabilities with direct instruction in work skills in a job preparation training program.

The state monitors indicator 14: Participation in Post-secondary Settings | "Percent of youth who had IEPs, are no longer in secondary school and who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school." (Sources: IDEA, 20 U.S.C. 1416 (a) (3) (A), Florida's State Performance Plan). The focus is to assist students with disabilities in preparing for life after high school; post-school outcomes include postsecondary education/training, employment, and independent living. For a student with an individual educational plan (IEP), Florida legislation requires planning to begin by age 12. It defines transition as "a coordinated set of activities" designed to promote movement from life as a student to life as an adult. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain handson work experiences in our community through partnerships with local businesses.

#### **Gap Analysis**

Currently, our students with the most significant disabilities utilize 24 sites across the county to experience the world of work.

#### **Previous Outcomes**

These work experience opportunities place the student in a genuine workplace and may include work sampling, job shadowing, internships, apprenticeships, and paid employment. Through these learning opportunities, students explore different career pathways and develop job skills through experience and teaching focused on their selected employment goals.

# **Expected Outcomes**

Students will gain hands-on work experience, develop foundational basic work skills in a retail location, and learn about the various job opportunities in a grocery store including Deli Associate, Cashier Associate, Seafood Associate, Butcher Shop Associate, Cart Pusher, Ice Cream Associate, Bakery Associate, Wellness Associate, Produce Associate, Grocery Associate, and Receiver.

Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# **Strategic Plan Goal**

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

#### Recommendation

That the Vocational Instructional Program Agreement between Detwiler's Farm Market, Inc. and the School Board of Sarasota County, FL be approved as presented.

# **Contact Information**

HEATHER WASSERMAN heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact**

N/A

# **ATTACHMENTS:**

DescriptionUpload DateTypeDetwiler's Farm Market Agreement9/18/2024Cover Memo

# **VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT**

# The School Board of Sarasota County, Florida

1960 Landings Boulevard, Sarasota, Florida 34231 Tel: (941) 927-9000 - Fax (941) 927-4014

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# **Detwiler's Farm Market, Inc.**

1250 US 41 BYP Venice, FI 34285 Tel: (941) 234-4577

This Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate (hereinafter referred to as the "Board"), and Detwiler's Farm Market, Inc., a Florida corporation (hereinafter referred to as the "Provider").

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide an instructional program of education and training for Sarasota County students who have met the following criteria:

- 1. The student is a resident of Sarasota County, Florida, and is now enrolled in or has made an application for enrollment in the Sarasota County School District.
- 2. The student has been appropriately selected and meets the entrance requirements (see attached Addendum) by the Sarasota County School District in compliance with state statutes and all pertinent state and local school board rules and criteria.

With regard to providing education to students who qualify for instructional services in the program, the Provider and the Board agree as follows:

# 1. The Board agrees:

- A. To provide instructional services, job preparation, and supervision as appropriate for the Vocational Instructional Program (see attached Addendum).
- B. To provide transportation to and from the Vocational Instructional Program.
- C. To solicit evaluation/feedback on individual student performance and overall program effectiveness.
- D. To require all participating students to subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to the Provider if requested.

# 2. The Provider agrees:

A. To maintain a safe work environment appropriate for students and to follow applicable state and federal laws, rules, and regulations relating to workplace safety.

B. To provide in-service training and job preparation skills to students and staff.

# 3. Both Parties agree:

- A. There will be no cost to the Board for the Provider's provision of services hereunder.
- B. To the terms of the attached addendum, which provides specific details of this Vocational Instructional Program Agreement, which is incorporated hereby into this Agreement.
- C. That the Provider is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- D. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- E. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or the Provider of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of this Agreement.
- F. Any previous agreements between the parties for the provision of vocational/community-based instructional programs are hereby superseded and terminated.

# 4. Other Provisions:

- A. Any additions, changes, deletions, or modifications to this Agreement shall be void unless agreed upon in writing by both parties.
- B. The term of this Agreement shall remain in effect unless terminated earlier by either party and shall automatically renew each year thereafter for periods of one year unless terminated by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice and this Agreement. The Board may terminate this Agreement immediately upon providing written notice if Provider materially breaches the terms of this Agreement.
- C. The Provider and the Board mutually warrant that the Vocational Instructional Program shall be in compliance with the applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.
- D. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.

The Parties have executed this Agreement intending to be fully bound by its terms as of the date first written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
By:
By: Karen Rose, Chair
Date:
Approved as to Form and Legal Content by Shumaker, Loop & Kendrick, LLP Attorneys for The School Board of Sarasota County, Florida Signed: MRM Date: September 18, 2024
DETWILER'S FARM MARKET, INC.
By:
Print Name:
As its:
Date:

# ADDENDUM TO VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The Provider: Detwiler's Farm Market, Inc. (Venice location)

1250 US 41 BYP Venice, FI 34285

The Provider Contact Email, Phone, and Title:

Angela Simai 941-234-4577 Front End Manager

The Board Contact/Title:

Sarasota County Schools, Exceptional Student Education Department (941) 927-9000

Dr. Heather Wasserman, ESE Executive Director Elizabeth Lewis, Transition Program Facilitator

School(s): Sarasota County Schools, Structured Work Study Programs, and High School Programs

Name of Program: Vocational Instructional Program / Career Experience

Students (Age Range, Grades, Special Programs, Entrance Requirements): Exceptional Student Education (ESE) students, ages 16-21, with varying exceptionalities. Students must provide proof of insurance before they are placed. Previous work experience and skill levels will be reviewed when considering placement.

Minimum/Maximum Number of Students: Groups of 1-5 students.

Days of Year Program [Number] and Hours of the Program [Hours] for each school:

School Hours: 8:00-4:00, Monday-Friday during the school year, for the job training program. If the student is hired, hours will reflect those assigned by the job.

Staff/Supervision: The ESE Teacher, job coach, or assigned mentor from the Provider's staff will provide support and supervision as needed. As the student demonstrates independence, support will fade, and the job site will collaborate with school staff as needed.

Transportation Detail: Students will be transported to and from the worksite using Board or public transportation and trained to transition and transport independently.

Other requirements: Entry-level skills are needed, such as the ability to work in a team environment, meet and greet customers, demonstrate a positive attitude, and keep the work area clean and sanitized. Students will dress in designated attire, such as a company shirt, black/khaki pants, and non-skid, closed-toe shoes. Students will come to work on time and demonstrate good hygiene and manners.



# October 1, 2024 Board Meeting

Agenda Item 12.

#### Title

APPROVAL OF VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT BETWEEN BURLINGTON STORE 1294 AND THE SCHOOL BOARD OF SARASOTA COUNTY, FL

#### Description

This agreement between Burlington Store 1294 and The School Board of Sarasota County, Florida, provides eligible students with disabilities with direct instruction in work skills in a job preparation training program.

The state monitors indicator 14: Participation in Post-secondary Settings | "Percent of youth who had IEPs, are no longer in secondary school and who have been competitively employed, enrolled in some type of postsecondary school, or both, within one year of leaving high school." (Sources: IDEA, 20 U.S.C. 1416 (a) (3) (A), Florida's State Performance Plan). The focus is to assist students with disabilities in preparing for life after high school; post-school outcomes include postsecondary education/training, employment, and independent living. For a student with an individual educational plan (IEP), Florida legislation requires planning to begin by age 12. It defines transition as "a coordinated set of activities" designed to promote movement from life as a student to life as an adult. Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain handson work experiences in our community through partnerships with local businesses.

### **Gap Analysis**

Currently, our students with the most significant disabilities utilize 24 sites across the county to experience the world of work.

# **Previous Outcomes**

These work experience opportunities place the student in a genuine workplace and may include work sampling, job shadowing, internships, apprenticeships, and paid employment. Through these learning opportunities, students explore different career pathways and develop job skills through experience and teaching focused on their selected employment goals.

#### **Expected Outcomes**

Students will gain hands-on work experience, develop foundational basic work skills in a retail location.

Students with an IEP in high school and those enrolled in the Structured Work Deferral Program can gain hands-on work experiences in our community through partnerships with local businesses.

# **Strategic Plan Goal**

Pillar 1 - Every Student Achieves Priority 4 - Equip Students for Life

#### Recommendation

That the Vocational Instructional Program Agreement between Burlington Store 1294 and the School Board of Sarasota County, FL be approved as presented.

#### **Contact Information**

HEATHER WASSERMAN heather.wasserman@sarasotacountyschools.net KIRK HUTCHINSON kirk.hutchinson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

#### **Financial Impact**

N/A

# **ATTACHMENTS:**

Description

<u>Burlington Coat Factory Warehouse Corp Agreement</u>

Upload Date 9/18/2024 Type Cover Memo

# **VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT**

# The School Board of Sarasota County, Florida

1960 Landings Boulevard, Sarasota, Florida 34231 Tel: (941) 927-9000 - Fax (941) 927-4014

&

# **Burlington Coat Factory Warehouse Corporation**

8372 S. Tamiami Trail, Sarasota, FL 34238 Tel: (941) 499-3450

This Agreement is entered into as of this	day of	, 2024 between THE
SCHOOL BOARD OF SARASOTA COUNTY, FLO	ORIDA, a body	corporate (hereinafter referred
to as the "Board"), and Burlington Coat Factory W	arehouse Corp	poration, a Florida corporation
(hereinafter referred to as the "Provider").	·	·

WHEREAS, pursuant to Section 1001.42, Florida Statutes, the parties wish to provide an instructional program of education and training for Sarasota County students who have met the following criteria:

- 1. The student is a resident of Sarasota County, Florida, and is now enrolled in or has made an application for enrollment in the Sarasota County School District.
- 2. The student has been appropriately selected and meets the entrance requirements (see attached Addendum) by the Sarasota County School District in compliance with state statutes and all pertinent state and local school board rules and criteria.

With regard to providing education to students who qualify for instructional services in the program, the Provider and the Board agree as follows:

# 1. The Board agrees:

- A. To provide instructional services, job preparation, and supervision as appropriate for the Vocational Instructional Program (see attached Addendum).
- B. To provide transportation to and from the Vocational Instructional Program.
- C. To solicit evaluation/feedback on individual student performance and overall program effectiveness.
- D. To require all participating students to subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to the Provider if requested.

# 2. The Provider agrees:

- A. To maintain a safe work environment appropriate for students and to follow applicable state and federal laws, rules, and regulations relating to workplace safety.
- B. To provide in-service training and job preparation skills to students and staff.

# 3. Both Parties agree:

- A. There will be no cost to the Board for the Provider's provision of services hereunder.
- B. To the terms of the attached addendum, which provides specific details of this Vocational Instructional Program Agreement, which is incorporated hereby into this Agreement.
- C. That the Provider is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
- D. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
- E. Nothing herein is intended to serve as a waiver of sovereign immunity by the Board or the Provider of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of this Agreement.
- F. Any previous agreements between the parties for the provision of vocational/community-based instructional programs are hereby superseded and terminated.

# 4. Other Provisions:

- A. Any additions, changes, deletions, or modifications to this Agreement shall be void unless agreed upon in writing by both parties.
- B. The term of this Agreement shall remain in effect unless terminated earlier by either party and shall automatically renew each year thereafter for periods of one year unless terminated by either party. Either party may terminate this Agreement at any time without cause by giving thirty days written notice and this Agreement. The Board may terminate this Agreement immediately upon providing written notice if Provider materially breaches the terms of this Agreement.
- C. The Provider and the Board mutually warrant that the Vocational Instructional Program shall be in compliance with the applicable provisions of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973.
- D. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.

The Parties have executed this Agreement intending to be fully bound by its terms as of the date first written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
By:
By: Karen Rose, Chair
Date:
Approved as to Form and Legal Content by Shumaker, Loop & Kendrick, LLP Attorneys for The School Board of Sarasota County, Florida Signed: MRM Date: September 18, 2024
<b>Burlington Coat Factory Warehouse Corporation</b>
By:
Print Name:
As its:
Date:

# ADDENDUM TO VOCATIONAL INSTRUCTIONAL PROGRAM AGREEMENT

The Provider: Burlington Coat Factory Warehouse Corporation

The Provider: Tiffany Raser, Store Manager

8372 S. Tamiami Trail Sarasota, Fl 34238 Tel: (941) 499-3450

The Board Contact/Title:

Sarasota County Schools, Exceptional Student Education Department (941) 927-9000

Dr. Heather Wasserman, ESE Executive Director Elizabeth Lewis, Transition Program Facilitator

School(s): Sarasota County Schools, Structured Work Study Programs, and High School Programs

Name of Program: Vocational Instructional Program / Career Experience

Students (Age Range, Grades, Special Programs, Entrance Requirements): Exceptional Student Education (ESE) students, ages 16-21, with varying exceptionalities. Students must provide proof of insurance before they are placed. Previous work experience and skill levels will be reviewed when considering placement.

Minimum/Maximum Number of Students: Groups of 1-5 students.

Days of Year Program [Number] and Hours of the Program [Hours] for each school:

School Hours: 8:00-4:00, Monday-Friday during the school year, for the job training program. If the student is hired, hours will reflect those assigned by the job.

Staff/Supervision: The ESE Teacher, job coach, or assigned mentor from the Provider's staff will provide support and supervision as needed. As the student demonstrates independence, support will fade, and the job site will collaborate with school staff as needed.

Transportation Detail: Students will be transported to and from the worksite using Board or public transportation and trained to transition and transport independently.

Other requirements: Entry-level skills are needed, such as the ability to work in a team environment, meet and greet customers, demonstrate a positive attitude, and keep the work area clean and sanitized. Students will dress in designated attire, such as a program or company shirt, black/khaki pants, and non-skid, closed-toe shoes. Students will come to work on time and demonstrate good hygiene and manner.



# October 1, 2024 Board Meeting

Agenda Item 13.

# <u>Title</u>

APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SARASOTA COUNTY PROPERTY APPRAISER AND THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

#### Description

The Memorandum of Understanding from the Sarasota County Property Appraiser provides for third-party auditors to be retained by the Property Appraiser to review appraisals and exemptions concerning personal property in Sarasota County. It is reasonable to expect that this audit process will yield additional property taxes for the benefit of the school district and its programs.

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# **Previous Outcomes**

#### **Expected Outcomes**

#### **Strategic Plan Goal**

# Recommendation

That the Memorandum of Understanding between the Sarasota County Property Appraiser and the School Board of Sarasota County, Florida be approved as presented.

# **Contact Information**

TERRY CONNOR terry.connor@sarasotacountyschools.net

# **Financial Impact**

N/A

# **ATTACHMENTS:**

Description Upload Date Type

Memo of Understanding 9/24/2024 Cover Memo

# MEMORANDUM OF UNDERSTANDING BETWEEN SARASOTA COUNTY PROPERTY APPRAISER AND SARASOTA COUNTY SCHOOL BOARD FOR USE OF PROPERTY TAX COLLECTIONS TO FUND TANGIBLE PERSONAL PROPERTY VERIFICATION AUDIT SERVICES

THIS MEMO	DRANDUM O	F UNDERSTAN	DING ("A	Agreement	") is	made and en	itered into as
of this	_ day of	, 2024	, by and	between	the	SARASOTA	COUNTY
PROPERTY	APPRAISER	("PROPERTY A	APPRAISE	ER") and	the	SARASOTA	COUNTY
SCHOOL BO	ARD, hereinaf	ter referred to col	lectively as	s the "TAL	XINC	3 AUTHORI	ГҮ."

# <u>WITNESSETH</u>

WHEREAS, the PROPERTY APPRAISER is responsible under Florida law for the administration of ad valorem property tax verification and for back taxes related to business property tax listings; and

WHEREAS, the TAXING AUTHORITY receives local property tax revenue to fund essential public services; and

WHEREAS, the PROPERTY APPRAISER intends to contract with TAX MANAGEMENT ASSOCIATES, INC. ("TMA") for verification audit services related to business personal property tax, for the purpose of verification of taxable business personal property and the collecting of taxes due on those properties that are unreported or under reported which funds would otherwise be unavailable to the TAXING AUTHORITY (hereinafter the "TMA Verification Audit Agreement"); and

WHEREAS, TMA shall provide said verification services in exchange for the fee established in the TMA Verification Agreement, which consists of an amount equal to thirty-five percent (35%) of any tax, penalties, and interest collected from back taxes assessed by the PROPERTY APPRAISER on parcels identified through a TMA verification audit (hereinafter, the "Fee"); and

WHEREAS, the Fee shall be paid exclusively from the taxes, penalties, and interest collected in relation to the business personal property tax verifications resulting from the tax verifications performed by TMA, and shall not constitute a pledge or general obligation of tax funds or create an obligation on the TAXING AUTHORITY to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which the Agreement is executed; and

NOW, THEREFORE, the PROPERTY APPRAISER and undersigned TAXING AUTHORITY, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

# **TERMS**

1. <u>Incorporation of Recitals</u>. The recitals set forth above are hereby incorporated into and deemed a part of this Agreement.

# 2. Authorization of Reduced Collections for Fee Payment:

The undersigned TAXING AUTHORITY authorizes the TAX COLLECTOR to deduct TMA's Fee, as established in the TMA Verification Audit Agreement, from the total property tax, penalties and interest collected as the result of the business personal property tax verification audits pursuant to TMA verification audits. The TAX COLLECTOR shall distribute the remaining tax revenue to the undersigned TAXING AUTHORITY according to governing Florida law.

This Agreement does not constitute a pledge or general obligation of ad valorem taxation or create any obligation on any TAXING AUTHORITY to appropriate or make monies available for any tax year and does not create the right in any party to compel the exercise of the ad valorem taxing power of any TAXING AUTHORITY.

3. Term & Termination: This Agreement shall be effective as of the date of execution for an initial term of forty-eight (48) months. Thereafter, the Agreement shall renew automatically on an annual basis until such time as the TMA Verification Agreement is terminated or otherwise expires. Upon termination or expiration of the TMA Verification Agreement, this Agreement automatically expires except for such provisions as survive termination as further agreed herein.

Upon termination of this Agreement, Fees for all verifications completed by TMA in affected tax districts up to the date of the notification of termination shall be payable in accordance with the terms provided by the TMA Verification Agreement. Because taxes may not be paid within the term of this Agreement, the authorization of reduced collections for Fee payment shall survive the termination of the Agreement and shall terminate upon the later of the collection and payment of all taxes related to TMA verifications, or the expiration of such taxes as a matter of Florida law.

- 4. Severability: Should any provision, portion, or application of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, or should future changes to Florida law conflict with any portion of this Agreement, the parties shall negotiate an equitable adjustment in the affected provisions of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, portions, or applications thereof, shall not be impaired. If a future change to Florida law conflicts with or preempts the entirety of this agreement, the agreement will be immediately terminated, subject to the termination provisions herein.
- 5. <u>Public Records</u>: The parties are public agencies subject to Florida's public records laws, including records retention, production, and confidentiality provisions. The PROPERTY APPRAISER agrees to retain all records maintained by their agencies and associated with the performance of this Agreement in compliance with applicable Florida records retention

schedules, and to make all non-confidential or exempt records available for inspection or copying upon request and in compliance with Florida's public records laws.

6. <u>Notice</u>: Any notice required to be given under this Agreement shall be made in writing and sent by first class mail, postage paid, or by hand delivery to, the following addresses:

TAXING AUTHORITY's Representative: APPRAISER's Administrative Agent

NAME: Terry Connor NAME: Brian Loughrey
TITLE: Superintendent of Schools TITLE: Chief Deputy

ADDRESS: ADDRESS:

1960 Landings Blvd Sarasota Co Property Appraiser

Sarasota FL 34231 2001 Adams Ln

Sarasota, FL 34237 PHONE: 941-927-8000 PHONE: (941) 861-8299

EMAIL: bloughrey@sc-pa.com

terry.connor@sarasotacountyschools.net

7. <u>Applicable Law</u>: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida.

- 8. Sole Benefit: This Agreement is for the sole benefit of the parties hereto, and in no event shall this Agreement be construed to be for the benefit of any third party, nor shall any party be liable for any loss, liability, damages, or expenses to any person not a party to this Agreement.
- 9. Entire understanding: The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing and executed with the same formalities as this MOU is executed.
- 10. <u>Headings</u>: Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officer of each, as of the date first written above.

SARASOTA COUNTY PROPERTY APPRAISER	SARASOTA COUNTY SCHOOL BOARD
Bill Furst, Property Appraiser	Karen Rose, Chair
Date:	Date:
ATTEST:	ATTEST:
Signature	Signature Terrence Connor, Superintendent
Date:	Date:
Approved as to form:  Approved as to Form and by Shumaker, Loop & Ke. Attorneys for The School of Sarasota County, Fl. Signed: MRM Date:	ndrick, LLP ol Board
School Board Attorney	



# October 1, 2024 Board Meeting

Agenda Item 14.

# <u>Title</u>

APPROVAL OF VENICE HIGH SCHOOL FIELD TRIP TO CARY, NC ON APRIL 9, 2025 - APRIL 12, 2025

#### Description

The Venice High School baseball team has received an invitation to the USA National High School Invitational in Cary, NC on April 9 - 12, 2025. The exclusive invite only tournament is comprised of the projected top 16 high school baseball teams in the country.

# **Gap Analysis**

This trip will allow for the athletic, academic, and social enrichment of 24 Venice High School student athletes.

# **Previous Outcomes**

The Venice High School baseball team was previously invited and attended this prestigious tournament in 2013.

### **Expected Outcomes**

This approval will allow for 24 Venice High School baseball players to attend the USA National High School Invitational in North Carolina and receive athletic, academic, and social enrichment.

# **Strategic Plan Goal**

Pillar 2 - Every Student Supported
Priority 3 - Provide Enriching Learning Experiences

# **Recommendation**

That the Venice High School baseball team field trip to the USA National High School Invitational Tournament in Cary, NC on April 9 - April 12, 2025, be approved as presented.

### **Contact Information**

MEGAN GREEN megan.green@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

# **Financial Impact**

The financial impact for the district is zero dollars. The Venice Diamond Boosters Inc. will provide 100% of the funding for this trip.

# **ATTACHMENTS:**

Description Upload Date Type

VHS Field Trip Info 9/30/2024 Cover Memo

# THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA 1960 LANDINGS BOULEVARD, SARASOTA, FL 34231 PHONE (941) 927-9000

# FIELD TRIP AUTHORIZATION

Instructions: In-county field trips/school bus requisitions require principal approval only. All other field trips/school bus requisitions require principal and executive director approval. In addition, any trip involving students' out-of-state/country travel also requires School Board approval and should include release forms, insurance coverage, and other data supplied by the company assisting with the arrangements. Provide the information requested below and submit this completed form with appropriate attachments for approval adhering to the advance notification time prior to departure date noted after field trip below. Refer to School Board Policy 4.43.

authening to the advance holineation time prior to departure date noted after need trip below. Refer to donote board it only 4.50.
Check One In-county Out-of-county (4 wks) Out-of-state (8 wks) Out-of-country (12 wks)
School Venice High School Destination Cary, North Carolina
Purpose USA Baseball Tournament & College Visit
Departing from Tampa, FL Date April 8, 2025 TUBO Time TBD (Flight) AM/P
Returning from Cary, NC to Tampa, FL Date April 13, 2025 SUNDAM Time TBD (Flight) AM/P
Grade/Class/Sport Baseball Varsity 9-12 Grade
Person-in-charge Craig Faulkner Phone 941-716-0844
Method of transportation ☐ School bus (Attach School Bus Trip Requisition [011-85-TRN]) ☑ Charter bus
✓ Airline Other (Explain)
NOTE If other than a Sarasota County school bus is being used, attach certificate of insurance from carrier or Stateme of Insurance on Private Vehicles form (065-96-FIN). See School Board Policy 8.36.
Meal arrangements By Diamond Boosters & USA Baseball
Lodging arrangements Hotel by USA Basebal
Number of female students 0 Number of male students 22-24 Total 24 V
Number of female chaperones 0 Number of male chaperones 8-10 Total 8-10
Names of chaperones Faulkner, Shambora, Sinibaldi, Velez, Komaroski, Circio
Cost per student \$ 0 Contact person if financial assistance is needed Craig Faulkner
It is understood that permission slips and Emergency Medical/Treatment Consent For Field Trips And/Or Other After Scho Activities [063-96-DIS] forms will be obtained from parents prior to the field trip.
Funding Source Individual Fundraiser PTO/PTA Internal funds
✓ Other (Explain) Venice Diamond Boosters
Verification of student medical insurance was completed for out-of-county/overnight travel? Yes No
Principal Name (Print) Zoltan Kerestely Approved Denied
Principal Signature
Executive Director Name (Punt) Dr. Megan Green Approved Denied
Executive Director Signature Date 9/30/24
Out-of-state/country field trip was School Board approved on (Board meeting date)

RET: Master, 5FY, GS1-SL 340

Dupl., OSA

# **FIELD TRIP AUTHORIZATION**

Instructions: Provide the following information for all field trips.

is trip is for the VHS Baseball Student Athletes. We will play a Baseball Tournament with many colleges in endance. With the purpose of attracting VHS Students to their schools. We will also tour the local colleges:  C State, NC University and Duke.  Scribe how students are being selected to participate with assurances of equal access for all students, regardeconomic level.
State, NC University and Duke.  Scribe how students are being selected to participate with assurances of equal access for all students, rega
scribe how students are being selected to participate with assurances of equal access for all students, rega
scribe how students are being selected to participate with assurances of equal access for all students, regar
scribe how students are being selected to participate with assurances of equal access for all students, rega
ere is zero cost to players and chaperones. Players will be selected by coaches.
e will take players who will represent our High School the best.
scribe how students will be supervised once they arrive.
e will have 22 to 24 players as well as 8-10 chaperones. Players will always be with chaperones in hotel, the
seball faciliites and at the colleges. We will take charter busses everywhere we go.
ould an emergency arise, how will communication and transportation be handled?
ost parents will be in Cary NC with our team. We will have cell phones and trainers will be at ALL games.
e will also have a bus and rent a van at our disposal at all times.

RET: Master, 5FY, GS1-SL 340 Dupl., OSA

## THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA 1960 LANDINGS BLVD., SARASOTA, FL 34231 PHONE (941) 927-9000

## **CHAPERONE GUIDELINES**

Instructio	ns: Complete and return this form to th	e school Field Trìp/Event Sponsor.
School V	enice High School	Field Trip/Event Sponsor Craig Faulkner
Field trip d	estination Cary North Carolina	
Departure	date/time April 8th TBD	Return date/time April 13th TBD
sponsored supervised and other informing	events, educational field trips, and of and chaperoned. As approved by the staff members or parents will be dethe accompanying adults of their duties. For this reason, the following guideling	onsored activity is to enrich students' education. All school other school sponsored student travel must be adequately e principal, the faculty member will be designated as sponsor, esignated as chaperones. The sponsor is responsible for and responsibilities. The safety of students is the primary nes have been developed outlining the responsibility of all
As a Saras	sota County School Board Chaperone, I	agree to uphold the following guidelines:
1.	Recognize that the Field Trip/Event directions must be followed by both stu	Sponsor is ultimately responsible for all students. His/her idents and chaperones
2.	to report issues or concerns immediat	t under close adult supervision at all times. Chaperones are tely to the sponsor. chaperones <u>are</u> on duty the entire time and must be willing to adhere to the guidelines
3.	Assist the sponsor in making sure the especially prior to leaving the field trip leaving trip leaving the field trip leaving trip leaving the field trip leaving trip le	at all students are accounted for during the trip or activity, ocation or dismissing of students following the activity
4.	Acknowledge that trips or events exte and chaperones are responsible for stu	ending beyond regular school hours means that the sponsor udents until they are released to parents
5.	Agree that smoking and the use of alcostudent) participating in a school spons Safe & Drug Free Schools policy	pholic beverages are not permitted for any individual (adult or sored activity according to the Sarasota County School Board
6.	Comply with and meet the backgrou volunteers/chaperones and agree to at	nd check requirements for Sarasota County School Board pide by the District Volunteer Guidelines
conditions School Bo	the School District cannot assume ro ard of Sarasota County, Florida, its el	cancelled due to changing state, national, or international esponsibility for any personal financial loss. I release The mployees, and agents from all claims, judgments, costs, or ng in any way from participation in the field trip described
Craig Fau	Ilkner Name (Bring)	
aug	(Pall D)	9/20/24
Chaperne	e Signature	Date

RET: Master, ESY, GS7 37 Dupl., OSA

072-01-DIS Rev. 10-16-2014

### THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA 1960 LANDINGS BOULEVARD, SARASOTA, FL 34231 PHONE (941) 927-9000

### FIELD TRIP PERMISSION

Instructions: Complete and return this form to the school. It must be returned to the school before student will be allowed to participate in this activity. The Emergency Medical/Treatment Consent for Field Trips and/or Other After School Activities form must also be on file at the school before your student will be allowed to participate in this activity. A copy of that form shall accompany this sheet with the classroom teacher/coach or interscholastic activity sponsor. A detailed itinerary is attached if the field trip extends beyond the school day.

School Venice High School	Date 4/15/2025
Zoltan Krestely Principal Name (Print)	Principal Mature
FIELD TRIP INF	ORMATION
Purpose USA Baseball Tournament & College V	/isits /
Destination Cary, North Carolina	/
Time/Date of departure April 8, 2025 TBD (flight in	nfo)
Time/Date of return April 13, 2025 TBD (flight info	)
Leaving from Tampa FL	Returning to Tampa FL
Means of transportation Bus & Flights	
Meal arrangements Arrangement made by USA Ba	seball & Diamond Boosters
Cost to students 0	
If financial assistance is needed, contact Craig Faulkner	
FIELD TRIP PE	ERMISSION
I,Parent/Guardian Name (Print	, give my permission
forStudent Name (Print)	to participate in the field trip
to Cary North Carolina	(destination) on April 8-13, 2025 (date).
The phone number where I can be reached during this field to	ip is
I realize that any activity that takes place away from the conhigher risk of injury to my child. I also understand that this act international conditions. I assume responsibility for any procession for permitting my child to participate in this first Florida, its employees, and agents from all claims, judgment resulting in any way from participation in the field trip described.	ctivity may be cancelled due to changing state, national, or ersonal financial loss related to such a cancellation. In eld trip, I release The School Board of Sarasota County ents, costs, or other expenses, including attorneys' fees
Parent/Guardian Signature	Date
DET. Harter FOV COT OF	

RET: Master, ESY, GS7 37 Dupl., OSA



### October 1, 2024 Board Meeting

Agenda Item 15.

# Title

APPROVAL OF THE SARASOTA MIDDLE SCHOOL FIELD TRIP TO NEW YORK CITY, NY ON MARCH 26, 2025 - MARCH 30, 2025

### Description

The Sarasota Middle School "Joyful Voices Choir" have been invited to participate in the 2025 Choirs of America Nationals at Carnegie Hall in New York City, NY.

### **Gap Analysis**

During their time in New York, students will work with world-class clinicians and conductors at vocal masterclasses, meet and observe students and choirs from across America, and participate in an adjudicated performance. While in New York City, students will also tour the historical sites the Statue of Liberty and Ellis Island and see a Broadway musical.

### **Previous Outcomes**

N/A

### **Expected Outcomes**

That the Sarasota Middle School Choir travel to New York City to perform at Carnegie Hall with Choirs of America.

### **Strategic Plan Goal**

Pillar 2 - Every Student Supported Priority 3 - Provide Enriching Learning Experiences.

### **Recommendation**

That the Sarasota Middle School field trip to New York City, NY on March 26-March 30, 2025 to perform at Carnegie Hall be approved as presented.

### **Contact Information**

BRANDON JOHNSON brandon.johnson@sarasotacountyschools.net RACHAEL O'DEA rachael.o'dea@sarasotacountyschools.net

### **Financial Impact**

The will be no cost to the district. Several fundraising events will be provided to support students in securing funds for this trip.

#### **ATTACHMENTS:**

Description Upload Date Type
SMS Field Trip 9/24/2024 Cover Memo

## THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA 1960 LANDINGS BOULEVARD, SARASOTA, FL 34231 PHONE (941) 927-9000

### FIELD TRIP AUTHORIZATION

Instructions: In-county field trips/school bus requisitions require principal approval only. All other field trips/school bus requisitions require principal and executive director approval. In addition, any trip involving students' out-of-state/country travel also requires School Board approval and should include release forms, insurance coverage, and other data supplied by the company assisting with the arrangements. Provide the information requested below and submit this completed form with appropriate attachments for approval adhering to the advance notification time prior to departure date noted after field trip below. Refer to School Board Policy 4.43.

Check One In-county Out-of-county (4 wks) Out-of-state (8 wks) Out-of-country (12 wks)
School Sarasota Middle School Destination New York City, NY
Purpose Pertorm at Carnegle - Churs of America
Departing from SRQ or TPA Date 3 26 25 Wed Time MUTDING AM/PM
Returning from NYC Date 3\30\25 SUN Time Atternoon AM/PM
Grade/Class/Sport Chorus - Intermediate/ Aavanied orny
Person-in-charge Nadia Sawa Phone 941-361-64109
Method of transportation School bus (Attach School Bus Trip Requisition [011-85-TRN]) Charter bus
Airline Dother (Explain) Charted bus once in New York
NOTE If other than a Sarasota County school bus is being used, attach certificate of insurance from carrier or Statement of Insurance on Private Vehicles form (065-96-FIN), See School Board Policy 8.36.
Meal arrangements Some included in tour paskage others-on own
Lodging arrangements Park Central Hotel
Number of female students Total Total
Number of female chaperones Total Total
Names of chaperones Level 2 Approved - TBD Upon Trup Approval
Cost per student \$ 2.046.00 Contact person if financial assistance is needed Nacua Sawa
It is understood that permission slips and Emergency Medical/Treatment Consent For Field Trips And/Or Other After School
Activities (063-96-DIS) forms will be obtained from parents prior to the field trip.
Funding Source Individual Fundraiser PTO/PTA Internal funds
Other (Explain)
Verification of student medical insurance was completed for out-of-county/overnight travel? Yes No
Principal Name (Print) Cameron Parker Approved Denied
Principal Signature Date
Executive Director Name (Print) Dr. Brandon Johnson Approved Denied
Executive Director (vaine (r min)
Executive Director Signature Na Date 7/6/2 4
Out-of-state/country field trip was School Board approved on (Board meeting date)

RET: Master, 5FY, GS1-SL 340 Dupl., OSA 070-90-DIS Rev. 2-17-2017 Page 1 of 2

## FIELD TRIP AUTHORIZATION

Instructions: Provide the following information for all field trips.

	Please see attached page.
	Describe how students are being selected to participate with assurances of equal access for all students, regardless of economic level.
	This very exciting opportunity is open to all second and third year choir students.
	We will provide several fundraising events
	to support students in securing funds
	for this trup.
(	Describe how students will be supervised once they arrive.
	Students will be supervised by a Level 2
	school district approved chaperone at a
	ratio of 1 chaperone to 3 students.
	Teacher will also supervise and will be
	available should a chaperone need sup
	Should an emergency arise, how will communication and transportation be handled?
	should there be an emergency, parent qua
	will be notified, 911 or ambulance will be
	called as needed and medical consent form
	will be referenced.

RET: Master, 5FY, GS1-SL 34D Dupl., OSA 070-90-DIS Rev. 2-17-2017 Page 2 of 2

### THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA 1960 LANDINGS BOULEVARD, SARASOTA, FL 34231 PHONE (941) 927-9000

### FIELD TRIP/SCHOOL-SPONSORED EVENT AND ACTIVITY PERMISSION

Instructions: District staff complete and sign the information section of this form. A detailed litinerary must be attached for field trips that extend beyond the school day. The Parent/Guardian must complete and sign the permission section of the form and return the form to the school. The form must be returned to the school before the student will be allowed to participate in this field trip/event/activity. The Emergency Medical/Treatment Consent for Field Trips and/or Other After School Activities (Form 063-96-DIS) must also be on file at the school before the student will be allowed to participate in this field trip/event/activity. The classroom teacher/coach or interscholastic activity sponsor will have access to both forms during the field trip/event/activity.

School Sarasota Middle	School Date 3 26 25 - 3 30 28
Cameron Parker	- Pach
Principal Name (Print)	Principal Signature
FIELD TRIP/SCHOOL-SPONSORED EVENT AND A	
Purpose Perform at Carne	egie Hall with Choirs of Americas
Destination (if not at school) New York	City, New York
Field Trip/Event/Activity sponsored by (if applicable)	
Date/Time of event 3 26 25	Date/Time of return 3 30 25
Leaving from (if applicable) SRQ or TPA	Returning to (if applicable) Same
Means of transportation (if applicable) Airol	ane and Charter Bus
Meal arrangements (if applicable) Part of	TOUT DOCKAGE
Lodging arrangements (if applicable) Hotel	- Park Central Hotel
Supervision provided by Chaperone	s-Level 2 and Teacher
Cost to students \$2 D46,00	If financial assistance is needed, contact Nadia Sawa
FIELD TRIP/SCHOOL-SPONSORED EVENT AND AC	CTIVITY PERMISSION (check one box only and sign and date below)  DOBStudent No
I give my child permission to participate in the fie	eld trip/event/activity
to	(destination) on(date).
The phone number where you can reach me duri	ing this field trip is
of injury to my child. I also understand that the international conditions. I assume responsibility for permitting my child to participate in this activit agents from all claims, judgments, costs, or other the activity described above.	from the controlled environment of the school setting may present a higher risk of district may need to cancel this activity due to changing state, national, or for any personal monetary loss related to such a cancellation. In consideration ty, I release The School Board of Sarasota County, Florida, its employees, and or expenses, including attorneys' fees, resulting in any way from participation in clipate in the field trip/event/activity. I understand an alternative assignment will
of injury to my child. I also understand that the international conditions. I assume responsibility for permitting my child to participate in this activit agents from all claims, judgments, costs, or other the activity described above.  I do not give my permission for my child to partic be provided during the field trip/event/activity.	e district may need to cancel this activity due to changing state, national, or for any personal monetary loss related to such a cancellation. In consideration ty, I release The School Board of Sarasota County, Florida, its employees, and expenses, including attorneys' fees, resulting in any way from participation in

RET: Master, ESY, GS7 37

### THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA 1960 LANDINGS BOULEVARD, SARASOTA, FL 34231 PHONE (941) 927-9000

RECEIVED
SEP 0 5 2024

### FIELD TRIP CHECKLIST

Instructions: The principal will designate the faculty member to be the sponsor for the field trip activity/event. Sponsors and coaches are responsible for the items below. All necessary forms must be completed and obtained from parents/guardians prior to the field trip. Once completed this checklist should be kept with the field trip packet containing all completed forms.

Field trip des	tination (	innegie Hall New York C	144	N'	4	
Departure da		26 25 Movning Return date/time	3/30	25	Afterni	m
		1	I	Туре о	f Field Trip	
Mark when completed	Form No.	Form Name and Instructions	In- County	Out-of- County	Overnight Travel	Out-of- State/ Country
/	070-90-DIS	Field Trip Authorization — This form is to be completed by the sponsor and approved by the principal, executive director, and School Board if necessary. Approvals must be received before contracts are signed, fundraising is initiated, or plans are finalized. Mark approvals received.  Principal (All)  Executive Director (All except in-county)  School Board (Out-of-state/country only)	X	×	* <b>X</b>	x
	071-90-DIS	Field Trip Permission – This form is to be completed by the parent/guardian for any student participating in a school sponsored activity/event including band, chorus, athletics, interscholastic activity, etc.	х	×	х	х
V	063-96-DIS	Emergency Medical/Treatment Consent for Field Trips and/or Other After School Activities — This form must be completed by the parent/guardien for any student participating in a school sponsored activity/event including band, chorus, athletics, interscholastic activity, etc. regardless of whether or not school transportation is provided. For athletics, this form must be completed prior to an athlete's participation in pre-season or season play. Coaches and sponsors must carry a copy of these forms with them to all interscholastic activities/field trips.	X	X	X	х
/	064-96-DIS	Release for Out-of-County or Overnight Travel for Athletics and Field Trips — This form must be completed by the parent/guardian for any student participating in an out-of-county or overnight travel school sponsored activity/event including band, chorus, athletics, interscholastic activity, etc. regardless of whether or not school transportation is provided. For athletics, this form must be completed prior to an athlete's participation in pre-season or season play. Coaches and sponsors must carry a copy of these forms with them to all interscholastic activities/field trips.		X	X	X
	065-96-FIN	Statement of Insurance on Private Vehicles - This form is to be	Х	Х	X	Х
	NA	completed by activity/field trip drivers for each private vehicle used to transport school sponsored groups and is valid for the achool year in which filed. If the insurance policy expires or is cancelled		If Applicable.		
	063-12-RKM	during the school year, a new statement must be submitted.  Private Vehicle Transportation Permission Form — This form is	×	×	×	X
	NA	to be completed by the parent/guardian to allow the student to be transported to/from any activity/field trip in a private vehicle.		If Appl		
V	072-01-DIS	Chaperone Guidelines - Each designated activity/field trip chaperone must complete and return this form.	х	х	×	X
V	060-80-FIN	Certificate of Absence - The sponsor and all other staff participating in the activity/field trip must complete this form to report temporary duty-elsewhere.	x	×	×	X
	011-85-TRN	School Bus Trip Requisition	×	X	X	x
	NIA			If App	olicable.	

Field Trip/Event Sponsor Signature

Date

RET:

Master, ESY, GS7 37 Dupl., OSA 073-01-DIS Rev. 8-17-2016



### October 1, 2024 Board Meeting

Agenda Item 16.

#### Title

APPROVAL TO AWARD BID #25-0316 FOR LANDSCAPE PLANTS, MATERIALS, INSTALLATION, AND RELATED SERVICES

### **Description**

On August 1, 2024, Procurement in conjunction with the Facilities Department, issued a Bid for Landscape Plants, Materials, Installation, and Related Services. Bids to provide 'Landscape Plants, Materials, Installation, and Related Services' were received from three vendors on August 23, 2024. The bids of Big Earth Supply, Landscape 941, and SiteOne Landscape Supply were the best low bids meeting the advertised specifications based on a sealed scenario. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Facilities Services Department.

#### **Gap Analysis**

This contract allows for the purchase and installation of landscape materials across the district. The Facilities Services Department needs this contract to supplement in-house grounds teams.

#### **Previous Outcomes**

The Board has approved previous contracts for these supplies and services.

### **Expected Outcomes**

The Board approve the contracts as submitted.

### **Strategic Plan Goal**

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

### Recommendation

That the bids of Big Earth Supply, Landscape 941, and SiteOne Landscape Supply for 'Landscape Plants, Materials, Installation, and Related Services' in an amount not to exceed \$250,000.00 be approved as presented.

#### **Contact Information**

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact**

Not to Exceed \$250,000.00

Funding Source: Capital and General Funds

**ATTACHMENTS:** 

Description 10.1.24LandscapePlants25-0316REC

Upload Date 9/12/2024 Type Cover Memo



## **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

### **MEMORANDUM**

**TO:** Members of the School Board

**Terrence Connor, Superintendent** 

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO AWARD BID #25-0316 FOR LANDSCAPE PLANTS,

MATERIALS, INSTALLATION, AND RELATED SERVICES

DESCRIPTION: On August 1, 2024, Procurement in conjunction with the Facilities Department, issued a Bid for Landscape Plants, Materials, Installation, and Related Services. Bids to provide 'Landscape Plants, Materials, Installation, and Related Services' were received from three vendors on August 23, 2024. The bids of Big Earth Supply, Landscape 941, and SiteOne Landscape Supply were the best low bids meeting the advertised specifications based on a sealed scenario. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Facilities Services Department.

GAP ANALYSIS: This contract allows for the purchase and installation of landscape materials across the district. The facilities services department needs this contract to supplement in-house grounds teams.

PREVIOUS OUTCOMES: The Board has approved previous contracts for these supplies and services.

EXPECTED OUTCOMES: The Board approve the contracts as submitted.

STRATEGIC PLAN GOAL: Pillar 4: Every School Equipped Priority 2: Create High Quality Infrastructure

CONTACT: Jody Dumas, jody.dumas@sarasotacountyschools.net Michael Kemp, michael.kemp@sarasotacountyschools.net

FINANCIAL IMPACT: Not to Exceed \$250,000.00 Funding Source: Capital and Operating Funds

RECOMMENDED MOTION: That the bids of Big Earth Supply, Landscape 941, and SiteOne Landscape Supply for 'Landscape Plants, Materials, Installation, and Related Services' in an amount not to exceed \$250,000.00 be approved as presented.

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120. Florida Statutes". Posting Date: 9/24/24

Cost to provide all materials, labor, supervision, fuel, travel, equipment and tools necessary to perform the requested services.		Big Earth Supply		Lands	cape 941	SiteOne Landscape Supply	
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
LAND	SCAPE PLANTS						
ACCE	NT PLANTS						
	Blue Flag Iris						
1	Iris virginica						
I	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Chapman's Senna						
2	Senna mexicana						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Prostrate Porterweed						
3	Stachytarpheta jamaicensis						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Purple Porterweed						
4	Stachytarpheta urticifolia						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Red Pentas		T				
5	Pentas lanceolata						
3	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Arrowheads						
6	Sagittaria latifolia						
٥	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		

Cost to provide all materials, labor, supervision, fuel, travel, equipment and tools necessary to perform the requested services.		t Big Ear	Big Earth Supply		cape 941	SiteOne Landscape Supply	
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
AQUA	ATIC PLANTS						
	Bulrushes						
7	Scirpus spp.						
′	1 Gallor	1:		\$4.80	\$7.20		
	3 Gallor	n:		\$11.00	\$15.60		
	Pickerelweed						
8	Pontederia cordata						
0	1 Gallor	1:		\$4.80	\$7.20		
	3 Gallor	1:		\$11.00	\$15.60		
	Fragrant Water Lily						
9	Nymphaea odorata						
ľ	1 Gallor			\$4.80	\$7.20		
	3 Gallor	1:		\$11.00	\$15.60		
FERN							
	Fishtail Fern						
10	Nephrolepis iterate						
	3 Gallor			\$4.50	\$6.60		
	7 Gallor	1:		\$10.80	\$15.00		
	Leather Fern						
11	Acrostichum danaeifolium		I	07.40	<b>^-</b>		
	3 Gallor			\$5.40	\$7.80		
	7 Gallor Macho Fern	1.		\$14.40	\$19.00		
	Nephrolepis biserrata: Macho						
12	3 Gallor			\$10.80	\$15.00		
	7 Gallor			\$10.00 \$18.00	\$13.00		
GRAS	SSES	•		Ψ10.50	Ψ2-7.00		
	Dwarf Fakahatchee Grass						
40	Tripsacum floridana						
13	1 Gallor	ı:		\$4.50	\$6.60		
	3 Gallor	1:		\$10.80	\$15.00		

	o provide all materials, labor, supervision, fuel, travel, equipment ols necessary to perform the requested services.	Big Ear	th Supply	Landso	cape 941		Landscape pply
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
	Eastern Gamagrass						
14	Tripsacum dactyloides						
	1 Gallon:			\$5.70	\$7.80		
	3 Gallon:			\$12.00	\$16.00		
	Fountain Grass (White)						
15	Pennisetum setaceum						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Muhly Grass						
16	Muhlenbergia capillaris						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Sand Cordgrass						
17	Spartina bakeri						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
GROL	JND COVER						
	African Iris						
18	Moraea iridiodes						
	1 Gallon:			\$4.80	\$7.80		
	3 Gallon:			\$12.00	\$16.00		
	Agapanthus (Lily of the Nile)						
19	Agapanthus africanus			*			
	1 Gallon:			\$4.80	\$7.80		
	3 Gallon:			\$12.00	\$16.00		
	Black-eyed Susan						
20	Rudbeckia hirta						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		

	to provide all materials, labor, supervision, fuel, travel, equipment pols necessary to perform the requested services.	Big Ear	th Supply	Landso	cape 941		Landscape pply
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
	Blue Flax Lily						
21	Linum perenne						
۷,	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Cast Iron Plant					,	
22	Aspidistra elatior						
	1 Gallon:			\$5.40	\$7.80		
	3 Gallon:			\$16.20	\$22.20		
	Duranta (Golden Dewdrop)						
23	Duranta repens						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Firecracker		I				
24	Russelia equisetiformis						
	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Gaillardia (Blanket Flower)						
25	Gaillardia pulchella			¢4.50	<b>**C CO</b>		
	1 Gallon: 3 Gallon:			\$4.50 \$10.80	\$6.60 \$15.00		
	Golden Creeper			ψ10.00	Ψ13.00		
00	Ernodea littoralis						
26	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Lantana (Dwarf)						
27	Lantana camara		T	*			
	1 Gallon:			\$4.50	\$6.60		
	Liriope (Evergreen Giant) 3 Gallon:			\$10.80	\$15.00		
	Liriope (Evergreen Giant)  Liriope muscari						
28	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		

	to provide all materials, labor, supervision, fuel, travel, equipment pols necessary to perform the requested services.	Big Ear	th Supply	Lands	cape 941		Landscape pply
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
	Perennial Peanut						
29	Arachis glabrata						
29	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Society Garlic						
30	Tulbaghia violacea						
30	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
	Sunshine Mimosa						
31	Mimosa strigillosa						
31	1 Gallon:			\$4.50	\$6.60		
	3 Gallon:			\$10.80	\$15.00		
PALM	1S						
	Blue-stem or Dwarf Palmetto						
32	Sabal minor						
02	7 Gallon:			\$36.00	\$85.00		
	15 Gallon:			\$120.00	\$157.20		
	Cabbage Palm						
33	Sabal palmetto		I			,	
33	Size: 8 - 10 ft.			\$45.60	\$109.00		
	Size: 12 - 14 ft.			\$132.00	\$168.00		
	Queen Palm			<b>,</b>	********		
	Arecastrum romanzoffianum						
34	Size: 8 - 10 ft.			\$150.00	\$210.00		
	Size: 12 - 14 ft.			\$174.00	\$234.00		
	Saw Palmetto (Green, Silver)			,	, = 0 <b>0</b>		
	Serenoa repens		<u>I</u>				
35	7 Gallon:			\$90.00	\$114.00		
	15 Gallon:			\$150.00	\$186.00		
	Scrub Palmetto		l	Ţ.55.30	7.55.66		
1	Sabal etonia						
36	3 Gallon:			\$72.00	\$96.00		
	7 Gallon:			\$144.00	\$204.00		

	o provide all materials, labor, supervision, fuel, travel, equiptools necessary to perform the requested services.	ment	Big Ear	th Supply	Lands	cape 941		Landscape pply
ITEM		CE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
SHRU								
	Beach Buttercup							
37	Turnera ulmifolia							
0,		allon:			\$10.80	\$15.00		
	7 Ga	allon:			\$27.00	\$37.00		
	Bird of Paradise							
38	Strelitzia regina							
		allon:			\$22.50	\$32.00		
		allon:			\$63.00	\$90.00		
	Butterfly Bush							
20	Buddleia davidii							
39	3 Ga	allon:			\$10.80	\$15.00		
	7 Ga	allon:			\$31.00	\$43.20		
	Cardboard Plant							
40	Zamia furfuracea							
	3 Ga	allon:			\$18.00	\$24.60		
		allon:			\$63.00	\$85.20		
	Compact Firebush							
41	Hamelia "compacta"							
		allon:			\$10.80	\$15.60		
		allon:			\$45.00	\$66.00		
	Coontie							
42	Zamia pumila							
		allon:			\$22.50	\$30.00		
	7 Ga	allon:			\$63.00	\$85.00		
	Dwarf Indian Hawthorn							
43	Raphiolepis indica: Alba				<b>60.40</b>	<b>640.00</b>		
		allon:			\$8.10	\$10.80 \$60.00		
-	Dwarf Schefflera (Green, Variegated)	allon:			\$45.00	\$60.00		
	Schefflera arboricola							
44		allon:			\$8.10	\$10.80		
		allon:			\$45.00	\$60.00		

	Cost to provide all materials, labor, supervision, fuel, travel, equipment and tools necessary to perform the requested services.		Big Earth Supply		cape 941	SiteOne Landscape Supply	
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
	Dwarf Viburnum						
45	Viburnum obovatum (cultivars:"Mrs.Schiller's Delight" to 3 ft.)						
40	3 Gallon:			\$10.80	\$14.40		
	7 Gallon:			\$31.50	\$43.20		
	Eleagnus						
46	Eleagnus pungens						
40	3 Gallon:			\$12.00	\$16.20		
	7 Gallon:			\$32.40	\$42.00		
	Holly Schillings						
47	Ilex vomitoria						
"'	3 Gallon:			\$10.80	\$15.00		
	7 Gallon:			\$32.40	\$42.00		
	Jatropha						
48	Ilex vomitoria						
	3 Gallon:			\$9.60	\$15.00		
	7 Gallon:			\$37.20	\$49.00		
	Majestic Beauty Hawthorn						
49	Raphiolepis "Majestic Beauty"						
	3 Gallon:			\$10.80	\$14.40		
	7 Gallon:			\$31.50	\$43.20		
	Pittosporum (Green, Variegated)						
50	Pittosporum tobira / variegata						
	3 Gallon:			\$10.80	\$14.40		
	7 Gallon:			\$45.60	\$55.00		
	Plumbago						
51	Plumbago auriculata						
31	3 Gallon:			\$9.60	\$15.00		
	7 Gallon:			\$22.80	\$42.00		
	Privet Senna						
52	Senna ligustrina						
52	3 Gallon:			\$10.80	\$13.80		
	7 Gallon:			\$27.00	\$40.00		

	o provide all materials, labor, supervision, fuel, travel, equipment ols necessary to perform the requested services.	Big Ear	th Supply	Lands	cape 941		Landscape pply
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
	Star Jasmine						
53	Jasminum multiflorum						
33	3 Gallon:			\$9.60	\$12.60		
	7 Gallon:			\$27.60	\$37.20		
	Thryallis						
54	Galphemia gracilis						
34	3 Gallon:			\$10.80	\$13.80		
	7 Gallon:			\$27.00	\$40.00		
	Viburnum (Sweet, Sandankwa, Walter's)				•		
	Viburnum odoratissimum,suspensum,viburnum						
55	3 Gallon:			\$10.80	\$15.00		
	7 Gallon:			\$45.60	\$55.00		
	Wax Myrtle						
56	Myrica cerifera						
36	3 Gallon:			\$10.80	\$15.00		
	7 Gallon:			\$45.60	\$55.00		
	Wild Coffee						
57	Psychotria undata						
37	3 Gallon:			\$10.80	\$15.00		
	7 Gallon:			\$45.60	\$55.00		
SOD							
	Bahia						
58	Paspalum notatum						
	Per Square Foot	0.37	0.39	\$0.27	\$0.60		
	Bermuda						
59	Cynodon dactylon						
	Per Square Foot	0.71	0.75	\$0.54	\$1.08		
	Japanese Lawngrass						
60	zoysia japonica						
	Per Square Foot	0.80	0.82	\$0.54	\$1.08		
	St. Augustine - Bitter Blue				-		
61	stenotaphrum						
	Per Square Foot	0.71	0.75	\$0.54	\$1.08		

	Cost to provide all materials, labor, supervision, fuel, travel, equipment and tools necessary to perform the requested services.		th Supply	Lands	cape 941		Landscape pply
ITEM		UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
	St. Augustine - Floratam						
62	stenotaphrum secundatum						
	Per Square Foot	0.50	0.55	\$0.54	\$1.08		
	American Elm						
63	Ulmus americana						
	Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$480.00	\$660.00		
TREE							
-	Bald Cypress						
64	Taxodium distichum						
	Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$504.00	\$660.00		
	Bottle Brush						
65	Callistemon viminallis						
05	7 Gallon:			\$63.60	\$90.00		
	15 Gallon:			\$118.00	\$162.00		
	Cassia Fistula						
66	Callistemon viminallis						
00	7 Gallon:			\$63.60	\$90.00		
	15 Gallon:			\$118.00	\$162.00		
	Crape Myrtle (White, Lavender, Pink)						
67	Lagerstroemia indica						
"	7 Gallon:			\$60.00	\$84.00		
	15 Gallon:			\$114.00	\$156.00		
	DD Blanchard Magnolia						
68	Magnolia grandiflora						
	15 Gallon:			\$117.60	\$162.00		
	30 Gallon:			\$242.40	\$324.00		
	East Palatka Holly						
69	llex x attentuata "East Platka"			A44-55	****		
	15 Gallon:			\$117.60	\$162.00		
	30 Gallon:			\$222.00	\$276.00		
	Ligustrum						
70	Ligustrum japonicum			¢04.00	¢400.00		
	15 Gallon:			\$81.00	\$120.00		
	30 Gallon:			\$226.80	\$300.00		

	to provide all materials, labor, supervision, fuel, travel, equipment ools necessary to perform the requested services.	Big Ear	th Supply	Lands	cape 941		Landscape pply
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
71	Little Gem Magnolia  Magnolia grandiflora						
'	15 Gallon: 30 Gallon:			\$117.60 \$246.00	\$162.00 \$324.00		
72	Live Oak  Quercus virginiana						
· <del>-</del>	Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$540.00	\$720.00		
73	Longleaf Pine Pinus palustris			*****			
	Size: 12 - 14 ft., 3-4" Caliper, Grade 1 Podocarpus (Weeping)			\$390.00	\$492.00		
74	Podocarpus gracilior  3 Gallon:			\$10.80	\$15.60		
	7 Gallon: Red Cedar			\$32.40	\$45.60		
75	Juniperus virginiana Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$480.00	\$780.00		
	Red Maple			\$400.00	\$700.00		
76	Acer rubrum Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$277.00	\$492.00		
77	Sand Live Oak  Quercus geminata						
	Size: 12 - 14 ft., 3-4" Caliper, Grade 1 Sea Grape			\$450.00	\$630.00		
78	Coccoloba uvifera			<b>A40.00</b>	44.5.00		
	3 Gallon: 7 Gallon:			\$10.80 \$45.00	\$15.00 \$55.00		
79	South Florida Slash Pine Pinus elliottii var. "densa"						
	Size: 12 - 14 ft., 3-4" Caliper, Grade 1 Southern Magnolia			\$360.00	\$480.00		
80	Magnolia grandiflora			¢540.00	¢720.00		
04	Size: 12 - 14 ft., 3-4" Caliper, Grade 1 Sugarberry, Hackberry			\$540.00	\$720.00		
81	Celtis laevigata Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$540.00	\$720.00		

	to provide all materials, labor, supervision, fuel, travel, equipment pols necessary to perform the requested services.	Big Ear	th Supply	Lands	cape 941		_andscape pply
ITEM	COMMON REFERENCE/GENUS SPECIES REFERENCE	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED	UNIT COST PICK-UP	UNIT COST DELIVERED
	Sweetbay Magnolia						
82	Magnolia virginiana						
	Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$665.00	\$900.00		
	Sycamore						
83	Platanus occidentalis						
	Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$390.00	\$540.00		
	Winged Elm						
84	Ulmus alata						
	Size: 12 - 14 ft., 3-4" Caliper, Grade 1			\$510.00	\$660.00		
TREE	E/SHRUBS						
	Simpson's Stopper						
85	Myrcianthes fragrans						
80	7 Gallon:			\$36.00	\$48.00		
	15 Gallon:			\$72.00	\$96.00		
VINE	S						
	Coral Honeysuckle						
86	Lonicera sempervirens						
00	1 Gallon:			\$5.40	\$9.00		
	3 Gallon:			\$10.80	\$15.00		
	Crossvine						
87	Bignonia capreolata						
01	1 Gallon:			\$5.40	\$9.00		
	3 Gallon:			\$10.80	\$15.00		
MINIMUM DOLLAR ORDER							
88	Minimum dollar order for delivery of Items 1-87			\$60	00.00		

in ad	bidder proposes to provide all materials ccordance with the bid documents for the wing prices:	В	ig Earth Su	pply	L	andscape 94	1	SiteOne	Landscape	Supply
	ITEM	Unit Cost Pick-up	Unit Cost Delivered	Min. Qty Ordered for Delivery	Unit Cost Pick-up	Unit Cost Delivered	Min. Qty Ordered for Delivery	Unit Cost Pick-up	Unit Cost Delivered	Min. Qty Ordered for Delivery
GRO	DUNDS MAINTENANCE MATERIALS									
CLA		Price per Cubic Yd	Price per Cubic Yd	Cubic Yards					*minimur	n 18 yards
89	Clay for baseball/softball fields Type: 60% clay and 40% sand	\$61.00	\$65.00	18					\$54.45	1.25 tons
	Indicate delivery time (in days) for clay:		1-2 days						1-5 days	
MUL	CH, CYPRESS, FRESH SHREDDED		Price per b	ag		Price per bag		F	Price per ba	g
90	1-24 bags 3 cubic feet each bag	\$3.45	\$3.50	no minimum	\$7.20	\$18.00	10			
91	25 to 49 bags 3 cubic feet each bag	\$3.45	\$3.50		\$7.20	\$18.00				
92	50 to 100 bags 3 cubic feet each bag	\$3.45	\$3.50		\$7.20	\$18.00				
93	101 bags or more 3 cubic feet each bag	\$3.45	\$3.50		\$7.20	\$18.00				
	Indicate delivery time (in days) for mulch, bagged:		1-2 days			3 days	,			
94	1-24 yards (per yard)	\$29.00	\$31.00	20 cubic yards	\$48.00	\$75.60	10 cubic yards			
95	25 to 50 yards (per yard)	\$29.00	\$31.00		\$48.00	\$75.60				
96	51 to 100 yards (per yard)	\$29.00	\$31.00		\$48.00	\$75.60			\$29.50	minimum 75 yards
97	101 yards or more (per yard)	\$29.00	\$31.00		\$48.00	\$75.60				
	Indicate delivery time (in days) for mulch, by cubic yard:		1-2 days			3 days	1			
	LCH, MALELEUCA, PLAYGROUND LCH  Price per bag		ag	Price per bag			Price per bag		g	
98	1-24 bags 3 cubic feet each bag	\$4.20	\$4.25		\$15.00		10			

in acco	dder proposes to provide all materials ordance with the bid documents for the ng prices:	В	ig Earth Տսր	oply	L	andscape 94	1	SiteOne	Landscape	Supply
99 25	5 to 49 bags - 3 cubic feet each bag	\$4.20	\$4.25							
100 50	to 100 bags 3 cubic feet each bag	\$4.20	\$4.25							
101 10 ba	01 bags or more 3 cubic feet each	\$4.20	\$4.25							
In	dicate delivery time (in days) for ulch, bagged:		1-2 days							
102 1-	·24 yards (per yard)	\$38.00	\$42.00	20 cubic yards						
103 25	5 to 50 yards (per yard)	\$38.00	\$41.00							
104 51	1 to 100 yards (per yard)	\$38.00	\$41.00							
105 10	01 yards or more (per yard)	\$38.00	\$41.00							
Indicate cubic y	e delivery time (in days) for mulch, by vard:		1-2 days			1				
SAND			Per ton			Per ton			Per ton	
	ype: Golf Course (clean/no ontamination)	\$63.00	\$65.00						\$72.22	18 yards
In	dicate delivery time (in days) for sand:		1-2 days						3 days	
SHELL	-					Per ton				
107 SI	hell, Washed Small (per ton)	\$67.00	\$69.00	10 cubic yards	\$96.00	\$144.00	10 cubic yards		\$75.83	18 yards
108 SI	hell, Washed Medium (per ton)	\$67.00	\$69.00		\$84.00	\$132.00	10 cubic yards		\$75.83	18 yards
109 SI	hell, Washed Large (per ton)	\$67.00	\$69.00		\$72.00	\$132.00	10 cubic yards			
In	dicate delivery time (in days) for shell:		1-2 days			3 days			3 days	

in ac	bidder proposes to provide all materials cordance with the bid documents for the wing prices:	В	ig Earth Su	pply	L	andscape 941	SiteOne Landscap	e Supply
TOP	SOIL		Per cubic ya	ard	I	Per cubic yard	Per cubic ya	rd
110	Top Soil - Clean Black Screened (per cubic yard)	\$26.00	\$28.00	10 cubic yards	\$40.00	\$90.00	\$45.91	18 yards
	Indicate delivery time (in days) for top soil:		1 day		3 days			
FILL	DIRT				Per ton		Per Ton	
	Fill Dirt (per ton)	\$22.00	\$25.00	10 cubic yards	\$24.00	\$54.00	\$42.78	18 yards
	Indicate delivery time (in days) for fill dirt:		1-2 days	3		3 days		
CLO	TH WEED MAT						This is a 12X300 roll	
112	Cloth Weed Mat - WITHOUT staples, 12' X 250' roll (per roll)	\$407.00	\$407.00	2 rolls	\$553.20	\$630.00	\$175.00 \$175.00	
113	Staples for Cloth Weed Mat	\$ 21.00 per 100 \$65.00 per 500 \$120.00 per 1,000	\$ 21.00 per 100 \$ 65.00 per 500 \$ 120.00 per 1,000				\$ 14.29 \$ 14.29 per 100 per 100 \$71.45 \$71.45 per 500 per 500 \$142.90 \$142.90 per 1,000 per 1,000	100 minimum
	Indicate delivery time (in days) for cloth		1 day				7 days	
	weed mat: SHED CONCRETE				Per	ton		
	Crushed Concrete, #57 (per ton)				\$66.00	\$132.00		
	Crushed Concrete, #98 (per ton)				\$78.00	\$144.00		
110	Crushed Concrete, 1-1/2" minus (per	Per yard	Per yard				Per ton	
116	ton)	\$55.00	\$59.00	20 cubic yards			\$57.22	18 yards
4.4-	Crushed Concrete, 2-1/2" minus (per	Per yard	Per ton					
117	ton)	\$55.00	\$59.00	20 cubic yards				
	Indicate delivery time (in days) for crushed concrete:		1-2 days			3 days	3 days	1

in ad	bidder proposes to provide all materials coordance with the bid documents for the wing prices:	Big Earth Տսր	oply	Landscape 941	I	SiteOne Landscape	Supply
BAL	ANCE OF LINE - MATERIALS						
118	Indicate percentage discount off wholesale price (wholesale price lists provided upon request) by category for landscape plants and grounds maintenance materials not listed above:	Percentage (%) discount off wholesale price	Min. Qty Ordered for Delivery	Percentage (%) discount off wholesale price	Min. Qty Ordered for Delivery	Percentage (%) discount off wholesale price	Min. Qty Ordered for Delivery
а	Aquatic Plants			5%			
b	Ferns			5%			
С	Grasses			5%			
d	Ground Covers			5%			
е	Palms			5%			
f	Plants			5%			
g	Shrubs			5%			
h	Sods			5%			
i	Trees			5%			
j	Tree/Shrubs			5%			
k	Vines			5%			
I	Clay			5%			
m	Mulch			5%			
n	Sand			5%			
0	Shell			5%		10%	
р	Top Soil			5%		10%	
q	Fill Dirt			5%		10%	

### THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for Landscape Plants, Materials, Installation, and Related Services - Bid #25-0316

in a	bidder proposes to provide all materials coordance with the bid documents for the wing prices:	Big Earth Տսր	Big Earth Supply		I	SiteOne Landscape Supply		
	ANCE OF LINE - MATERIALS - tinued	Percentage (%) discount off wholesale price	Min. Qty Ordered for Delivery	Percentage (%) discount off wholesale price	Min. Qty Ordered for Delivery	Percentage (%) discount off wholesale price	Min. Qty Ordered for Delivery	
r	Cloth Weed Mat			5%		10%		
s	Crushed Concrete			5%		10%		
t	Fertilizer	5%		8%		10%		
119	All other landscape plants and grounds maintenance materials. List if necessary below.					10%		

tools docu decla	The bidder proposes to provide labor, supervision, fuel, travel, equipment, ad cools necessary to perform the work required in accordance with the bid documents for the following prices: The Contractor must agree that during a declared disaster situation that any bid items with a mark-up will be billed at actual cost without any mark-up permitted.		Big Earth Supply			Landscape 941			SiteOne Landscape Supply		
HOU	IRLY LABOR RATES										
This	category for labor rates is to be used for various services that may be	Ra	te per H	lour	F	Rate per H	lour	Rat	e per H	our	
120	(Monday through Friday from 7:00 a.m. to 5:00 p.m.).					\$23.00					
121	Hourly rate for non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday).					\$26.00					
EQU	IPMENT & OPERATOR(S)										
122	This category is to be used for various services that may entail the use of heavy equipment, i.e., backhoe for digging, grading, etc. All prices quoted on the bid form should include all charges for operator and all associated charges.	Rate per Hour	Rate per Day	Rate per Week	Rate per Hour	Rate per Day	Rate per Week	Rate per Hour	Rate per Day	Rate per Week	
а	Skid steer loader				\$83.00	\$465.00	\$1,745.00				
b	Rubber tire backhoe				\$90.00	\$550.00	\$1,900.00				
С	Grade tracker				\$90.00	\$550.00	\$1,900.00				
d	Spade truck				\$83.00	\$465.00	\$1,745.00				
123	List additional equipment available for use and charge (to include operator and all associated charges):	Rate per Hour	Rate per Day	Rate per Week	Rate per Hour	Rate per Day	Rate per Week	Rate per Hour	Rate per Day	Rate per Week	
MAT	ERIALS										
124	Materials are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. A mark-up of sales tax is not allowed. A copy of the itemized materials invoice from the supplier must be included with all billings to the SBSC. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).			1		10%					

		· • • • • • • • • • • • • • • • • • • •	
The bidder proposes to provide labor, supervision, fuel, travel, equipment, ad tools necessary to perform the work required in accordance with the bid documents for the following prices: The Contractor must agree that during a declared disaster situation that any bid items with a mark-up will be billed at actual cost without any mark-up permitted.	Big Earth Supply	Landscape 941	SiteOne Landscape Supply
RENTAL EQUIPMENT			
Rental of equipment percentage mark-up of cost. This is equipment that is used on occasion, not in the regular course of landscape services, and not listed above. A MAXIMUM OF 10% MARK-UP of cost of rental equipment will be allowed. No mark-up of sales tax allowed. Copies of rental invoices will be required at time of billing. Rental is for active use of equipment. Payment for inactive use will not be allowed. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).		10%	
SUBCONTRACTED SERVICES			
Subcontracted services are to be billed at net cost. Include a percentage allowed for overhead and profit. A MAXIMUM OF 10% MARK-UP of subcontracted services will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. Copies of itemized subcontracted services invoices must be included with all billings to the SBSC for subcontracted services. Note: All invoices shall be billed on a cost plus basis except during a declared disaster (no mark-up permitted).		10%	
Contact	Troy Williams	Linda Collins	Rosalin Santiago
Address	6625 Bee Ridge Roa Sarasota, FL 3424		1385 East 36th St Cleveland, OH 44114
Phone	941-915-3677	941-794-0606	216-706-9250
Fax			248-581-1433
Federal ID	65-0057514	80-0662865	36-4485550
Email	troy@bigearth supply.com	lcollen222@gmail.com	bids@SiteOne.com
Recorded by Randal	l Ritter	Witnessed by Maria L. F	lernandez-Ron



### October 1, 2024 Board Meeting

Agenda Item 17.

#### Title

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR LIGHTING, DATA COMMUNICATIONS, SECURITY PRODUCTS, AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS

### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the Safety & Security Department.

### **Gap Analysis**

Expand security protocol to increase safety and security as discussed in closed session with board.

#### **Previous Outcomes**

Pilot at Riverview High was successful in providing weapons screening for 2,600 students.

### **Expected Outcomes**

Expected outcomes should be discussed in closed session.

### Strategic Plan Goal

Pillar 4 - Every School Equipped Priority 3 - Ensure Safe Schools & Classrooms

### **Recommendation**

That the cooperative contracts awarded to Communications Technologies Inc, for the anticipated purchase of security technology, products, and solutions be approved as presented.

#### **Contact Information**

SEAN O'KEEFE sean.o'keefe@sarasotacountyschools.net JACOB RUIZ jacob.ruiz@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

### **Financial Impact**

Not to exceed: \$1,750,000.00 Funding Source: Capital Funds

### ATTACHMENTS:

Description Upload Date Type

9/12/2024



### **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

### **MEMORANDUM**

**TO:** Members of the School Board

**Terrence Connor, Superintendent** 

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM

VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR

LIGHTING, DATA COMMUNICATIONS, SECURITY PRODUCTS, AND

RELATED PRODUCTS SERVICES AND SOLUTIONS

DESCRIPTION: The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the Safety & Security Department.

GAP ANALYSIS: Expand security protocol to increase safety and security as discussed in closed session with board.

PREVIOUS OUTCOMES: Pilot at Riverview High was successful in providing weapons screening for 2,600 students.

EXPECTED OUTCOMES: Expected outcomes should be discussed in closed session.

STRATEGIC PLAN GOAL: Pillar 4: Every School Equipped Priority 3: Ensure Safe Schools & Classrooms

CONTACT: Sean O'Keefe, sean.o'keefe@sarasotacountyschools.net Jacob Ruiz, jacob.ruiz@sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed: \$1,750,000.00

Funding Source: Capital Funds

RECOMMENDED MOTION: That the cooperative contracts awarded to Communications Technologies Inc, for the anticipated purchase of security technology, products, and solutions.

### PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

DEPARTMENT	NAME OF OTHER ENTITIES BIDS	REASON	AWARDED VENDORS	NOT TO EXCEED AMOUNT
Safety & Secruity	Per TIPS RFP Technologies Solutions, Products and Services.	To purchase Open Gate AI technology which will provide better safety for staff, students, and all visitors to campus through concealed weapon detection technology.	COMMUNICATIONS TECHNOLOGIES INC	\$1,750,000.00



Agenda Item 18.

#### Title

APPROVAL TO AWARD RFP #25-0052 FOR INDEPENDENT AND INTERNAL AUDITING SERVICES

### **Description**

On July 22, 2024, Procurement in conjunction with Financial Services, issued an RFP for 'Independent and Internal Auditing Services'. MSL, P.A. was the best proposal for Independent Auditing Services, and Cherry Bekaert LLP was the best proposal for Internal Auditing Services, meeting the advertised specifications. This audit selection process was performed in accordance with Section 218.391, Florida Statutes, which requires the selection of auditors be conducted by the Audit Selection Committee. This proposal is for a three-year period with the option to renew for two additional one-year periods. The funds for this purchase are contained in the operating budget allocated for these services.

#### **Gap Analysis**

These contracts will involve performing a Comprehensive Risk Assessment in accordance with 1001.42 Florida Statutes and subsequently performing internal audits as identified in the Comprehensive Risk Assessment as well as the annual independent financial audits when not performed by the Auditor General's Office.

#### **Previous Outcomes**

The Board has approved previous contracts for these services in the past.

### **Expected Outcomes**

The Board approves the contracts as submitted.

#### **Strategic Plan Goal**

Pillar 4 - Every School Equipped
Priority 1 - Maintain Sustainable Financial Practices

### **Recommendation**

That the proposals of MSL, P.A. for Independent Auditing Services, and Cherry Bekaert LLP for Internal Auditing Services in an amount not to exceed \$975,000.00 for a three-year period, be approved as presented.

### **Contact Information**

BONNIE PENNER bonnie.penner@sarasotacountyschools.net

### Financial Impact

Not to exceed: \$975,000.00 Funding Source: General Funds

### **ATTACHMENTS:**

Description
Independent and Internal Auditing Services

Upload Date 9/19/2024 Type Cover Memo



## **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

### **MEMORANDUM**

**TO:** Members of the School Board

**Terrence Connor, Superintendent** 

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO AWARD RFP #25-0052 FOR INDEPENDENT AND

INTERNAL AUDITING SERVICES

DESCRIPTION: On July 22, 2024, Procurement in conjunction with Financial Services, issued an RFP for 'Independent and Internal Auditing Services'. Proposals to provide 'Independent and Internal Auditing Services' were received from seven (7) proposers on August 12, 2024. MSL, P.A. was the best proposal for Independent Auditing Services, and Cherry Bekaert LLP was the best proposal for Internal Auditing Services, meeting the advertised specifications. This audit selection process was performed in accordance with Section 218.391, Florida Statutes, which requires the selection of auditors be conducted by the Audit Selection Committee. This proposal is for a three-year period with the option to renew for two additional one-year periods. The funds for this purchase are contained in the operating budget allocated for these services.

GAP ANALYSIS: These contracts will involve performing a Comprehensive Risk Assessment in accordance with 1001.42 Florida Statutes and subsequently performing internal audits as identified in the Comprehensive Risk Assessment as well as the annual independent financial audits when not performed by the Auditor General's Office.

PREVIOUS OUTCOMES: The Board has approved previous contracts for these services in the past.

EXPECTED OUTCOMES: The Board approves the contracts as submitted.

STRATEGIC PLAN GOAL: Pillar: 4 Every School Equipped Priority 1: Maintain Sustainable

**Financial Practices** 

CONTACT: Bonnie Penner, bonnie.penner@sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed: \$975,000.00

Funding Source: General Funds

RECOMMENDED MOTION: That the proposals of MSL, P.A. for Independent Auditing Services, and Cherry Bekaert LLP for Internal Auditing Services in an amount not to exceed \$975,000.00 for a three-year period, be approved as presented.

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120. Florida Statutes". Posting Date: 9/24/24

## THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for Independent and Internal Auditing Services, RFP # 25-0052

Opened August 12, 2024 at 1:00 p.m.

	•				
Proposer's Name	Address	Authorized Representative	Telephone #	Fax#	E-mail Address
Carr, Riggs & Ingram CPAs	50 Central Ave Suite 910 Sarasota, Fl 34236	Lorri Kidder	941-747-0500	941-746-0202	lkidder@cricpa.com
Cherry Bekaert LLP	401 E Jackson St Ste 1200 Tampa, Fl 33602	Lauren Strope, CPA	813-251-1010	813-251-9235	Istrope@cbh.com
Mauldin & Jenkins, LLC	2 N Tamiami Trl Suite 506 Sarasota, FL 34236	D. Jahosky	941-953-7587	941-953-9157	djahosky@mjcpa.com
MSL, P.A.	201 E. Kennedy Blvd., Suite 650 Tampa, FL 33602	Jeff Wolf	800-683-5401	813-314-2610	jwolf@mslcpa.com
Plante & Moran, PLLC	3000 Town Center, Suite 100 Southfield, MI 48075	Matthew Bohdan	248-223-3619		matthew.bohdan@plantemoran.com
Purvis, Gray and Company, LLP	5001 Lakewood Ranch Blvd, Suite 101 Sarasota, FL 34240	Tiffany K. Mangold, CPA	941-907-0350	941-907-0309	tmangold@purvisgray.com
RSM US LLP	1001 Water Street, Suite 500 Tampa, FL 33602	Matthew Blondell	813-316-2223	813-316-2301	matthewblondel@rsmus.com
Recorded by: Connie Troyer			Witnessed by: C	indy Beck	

## THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for Independent and Internal Auditing Services, RFP # 25-0052

Opened August 12, 2024 at 1:00 p.m.

Independent Total Points Final					
Proposers	Total Points Awarded				
Carr, Riggs & Ingram CPAs	39.00				
Cherry Bekaert LLP	66.08				
Mauldin & Jenkins, LLC	39.29				
MSL, P.A.	71.14				
Plante & Moran, PLLC	35.00				
Purvis, Gray and Company, LLP	70.68				
RSM US LLP	42.29				

## THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Tabulation for Independent and Internal Auditing Services, RFP # 25-0052

Opened August 12, 2024 at 1:00 p.m.

Internal Total Points Final					
Proposers	Total Points Awarded				
Carr, Riggs & Ingram CPAs	49.14				
Cherry Bekaert LLP	62.26				
Mauldin & Jenkins, LLC	45.14				
MSL, P.A.	60.29				
Plante & Moran, PLLC	45.41				
Purvis, Gray and Company, LLP	58.85				
RSM US LLP	50.43				



## October 1, 2024 Board Meeting

Agenda Item 19.

#### Title

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR FURNITURE – ALL TYPES

#### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

#### **Gap Analysis**

Requesting to add this vendor in order to have more options for purchasing furniture at a competitive price.

#### **Previous Outcomes**

We have purchased from other vendors on this contract. Through price comparisons, we see that Krueger International, Inc., can often provide a quality product with convenient delivery at a competitive or better price.

#### **Expected Outcomes**

The addition of this vendor allows us to expand these services to more than one vendor, allowing us to keep the competitive nature of pricing furniture.

#### **Strategic Plan Goal**

Pillar 4 - Every School Equipped
Priority 1 - Maintain Sustainable Financial Practices

#### **Recommendation**

That the cooperative contracts awarded to Krueger International, Inc., for the anticipated purchase of materials and/or services be approved as presented.

#### **Contact Information**

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net BONNIE PENNER bonnie.penner@sarasotacountyschools.net

## **Financial Impact**

Not to Exceed \$500,000.00 Funding Source: Capital Funds **ATTACHMENTS:** 

Description
10.1.24Coopertive - KI REC

Upload Date 9/13/2024 Type Cover Memo



## **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

## **MEMORANDUM**

TO: Members of the School Board

Terrence Connor, Superintendent

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM

VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR

**FURNITURE – ALL TYPES** 

DESCRIPTION: The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

GAP ANALYSIS: Requesting to add this vendor in order to have more options for purchasing furniture at a competitive price.

PREVIOUS OUTCOMES: We have purchased from other vendors on this contract. Through price comparisons, we see that Krueger International, Inc., can often provide a quality product with convenient delivery at a competitive or better price.

EXPECTED OUTCOMES: The addition of this vendor allows us to expand these services to more than one vendor, allowing us to keep the competitive nature of pricing furniture.

STRATEGIC PLAN GOAL: Pillar 4: Every School Equipped

Priority 1: Maintain Sustainable Financial Practices

CONTACT: Tracy Brizendine, tracy.brizendine@sarasotacountyschools.net Bonnie Penner, bonnie.penner@sarasotacountyschools.net

FINANCIAL IMPACT: Not to Exceed \$500,000.00

Funding Source: Capital Funds

RECOMMENDED MOTION: That the cooperative contracts awarded to Krueger International, Inc., for the anticipated purchase of materials and/or services be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

<u>DEPARTMENT</u>	NAME OF OTHER ENTITIES BIDS	<u>REASON</u>	AWARDED VENDORS	NOT TO EXCEED AMOUNT
Schools & Depts	Per State of Florida Alternate Contract Source for Furniture - all types	To purchase furniture, all types	Kreuger International, Inc.	\$500,000.00
				1



## October 1, 2024 Board Meeting

Agenda Item 20.

#### Title

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER CONTRACT WITH A FEDERAL, STATE, OR MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR COMPUTER EQUIPMENT, PERIPHERALS AND SERVICES

#### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

#### **Gap Analysis**

Through this contract, the SCS IT Department purchases a wide range of technology equipment for necessary instructional and operational purposes. This contract was approved on August 21, 2024, to multiple vendors. Microsoft was recently added as an awarded vendor. We are adding the vendor to the already-approved contract

#### **Previous Outcomes**

Agreements for the required goods and services have been successfully implemented in the previous years.

#### **Expected Outcomes**

Upon approval, the awarded vendor will supply the required goods per the terms and conditions listed in the competitive solicitation.

#### **Strategic Plan Goal**

Pillar 4 - Every School Equipped
Priority 4 - Align Technology in Support of Learning

#### <u>Recommendation</u>

That the addition of Microsoft Corporation to our approved contract for the anticipated purchase of materials and/or services be approved as presented.

#### **Contact Information**

TRACY BRIZENDINE tracy.brizendine@sarasotacountyschools.net BONNIE PENNER bonnie.penner@sarasotacountyschools.net

#### **Financial Impact**

No financial impact.

Funding Source: Combination of Operating and Capital Funds

## **ATTACHMENTS:**

Description
10.1.24Cooperative - Microsoft REC

Upload Date 9/17/2024 Type Cover Memo



## **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

#### **MEMORANDUM**

TO: Members of the School Board

**Terrence Connor, Superintendent** 

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM

VENDORS UNDER CONTRACT WITH A FEDERAL, STATE, OR MUNICIPAL GOVERNMENT, OR A COOPERATIVE WITH A LEAD

AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR COMPUTER EQUIPMENT, PERIPHERALS AND SERVICES

DESCRIPTION: The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board.

GAP ANALYSIS: Through this contract, the SCS IT Department purchases a wide range of technology equipment for necessary instructional and operational purposes. This contract was approved on August 21, 2024, to multiple vendors. Microsoft was recently added as an awarded vendor. We are adding the vendor to the already-approved contract.

PREVIOUS OUTCOMES: Agreements for the required goods and services have been successfully implemented in the previous years.

EXPECTED OUTCOMES: Upon approval, the awarded vendor will supply the required goods per the terms and conditions listed in the competitive solicitation.

STRATEGIC PLAN GOAL: Pillar 4: Every School Equipped

Priority 4: Align Technology in Support of Learning

CONTACT: Tracy Brizendine, tracy.brizendine@sarasotacountyschools.net

Bonnie Penner, bonnie.penner@sarasotacountyschools.net

FINANCIAL IMPACT: No financial impact.

Funding Source: Combination of Operating and Capital Funds

RECOMMENDED MOTION: That the addition of Microsoft Corporation to our approved contract for the anticipated purchase of materials and/or services be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

<u>DEPARTMENT</u>	NAME OF OTHER ENTITIES BIDS	<u>REASON</u>	AWARDED VENDORS	NOT TO EXCEED AMOUNT
TOCHOOIS/Departments	Per State of Florida (NASPO ValuePoint) for Computer Equipment, Peripherals and Services	Adding additional awarded vendors for the purchase of computer equipment, peripherals and services	Microsoft Corporation	No Financial Impact



October 1, 2024 Board Meeting
Agenda Item 21.

APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES THAT ARE EXEMPT FROM THE BIDDING PROCESS

#### Description

Title

The attached purchase reference was approved for use on a prior Board Agenda as indicated on the attachment. This is a request to increase the original approved dollar amount for anticipated purchases.

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

#### **Gap Analysis**

Crayon Software is our trusted partner for Microsoft software licensing across the district. Due to the expansion of our CTE (Career and Technical Education) course offerings, the demand for Microsoft Project licenses has surpassed the initial estimates. This request for additional licensing will not only cover the immediate need for Microsoft Project licenses but also provide flexibility to acquire other Microsoft licenses as necessary, ensuring we maintain operational efficiency and are well-prepared to support ongoing instructional needs. This proactive approach allows us to continue enhancing both learning and administrative processes.

#### **Previous Outcomes**

The Board approved as requested the agenda item to provide the needed Microsoft licensing for the district.

#### **Expected Outcomes**

The Board should approve as requested the agenda item to provide the needed Microsoft licensing.

#### **Strategic Plan Goal**

Pillar 4 – Every School Equipped Priority 4 – Align Technology in Support of Learning

#### **Recommendation**

That the request to increase the purchase limit for the anticipated purchase of materials and/or services exempt from the bidding process, be approved as presented.

#### **Contact Information**

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact**

Not to exceed: \$25,000.00 Funding Source: Capital Funds

## **ATTACHMENTS:**

Description 10.1.24ExemptIncrease REC

Upload Date 9/17/2024 Type Cover Memo



## **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

## **MEMORANDUM**

**TO:** Members of the School Board

**Terrence Connor, Superintendent** 

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO INCREASE PURCHASING LIMIT FOR THE

ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES

THAT ARE EXEMPT FROM THE BIDDING PROCESS

DESCRIPTION: The attached purchase reference was approved for use on a prior Board Agenda as indicated on the attachment. This is a request to increase the original approved dollar amount for anticipated purchases.

The funds for these purchases are contained in the budgets allocated to the appropriate departments and schools.

GAP ANALYSIS: Crayon Software is our trusted partner for Microsoft software licensing across the district. Due to the expansion of our CTE (Career and Technical Education) course offerings, the demand for Microsoft Project licenses has surpassed the initial estimates. This request for additional licensing will not only cover the immediate need for Microsoft Project licenses but also provide flexibility to acquire other Microsoft licenses as necessary, ensuring we maintain operational efficiency and are well-prepared to support ongoing instructional needs. This proactive approach allows us to continue enhancing both learning and administrative processes.

PREVIOUS OUTCOMES: The Board approved as requested the agenda item to provide the needed Microsoft licensing for the district.

EXPECTED OUTCOMES: The Board should approve as requested the agenda item to provide the needed Microsoft licensing.

STRATEGIC PLAN GOAL: Pillar 4 – Every School Equipped; Priority 4 – Align Technology in Support of Learning

CONTACT: Joe Binswanger, joe.binswanger@sarasotacountyschools.net Michael Kemp, michael.kemp@sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed: \$25,000.00

Funding Source: Capital Transfer

RECOMMENDED MOTION: That the request to increase the purchase limit for the anticipated purchase of materials and/or services exempt from the bidding process, be approved as presented.

## INCREASE PURCHASING LIMIT FOR PURCHASE OF MATERIALS OR SERVICES THAT ARE EXEMPT FROM THE BIDDING PROCESS

<u>DEPARTMENT</u>	VENDOR	<u>PURCHASE</u>	APPROVED AMOUNT	INCREASE AMOUNT	REASON FOR INCREASE

<u>DEPARTMENT</u>	VENDOR	<u>PURCHASE</u>	APPROVED AMOUNT	INCREASE AMOUNT
	·	<del></del>		·
Information Technology	Crayon Software Experts, LLC	To purchase Microsoft Licensing Renewals and other related items for 2023-2024 from Crayon Software Experts, LLC.	\$ 850,000.00	\$ 25,000.00
		1	1	



## October 1, 2024 Board Meeting

Agenda Item 22.

#### Title

APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

#### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the IT Department.

#### **Gap Analysis**

This contract enables the SCS IT Department to acquire a comprehensive suite of cybersecurity solutions and services essential for both instructional and operational needs. In addition, it covers Unified Support Services, ensuring robust support for the district's implemented technology solutions, enhancing system reliability and overall performance.

#### **Previous Outcomes**

The Board has previously approved requests of this nature.

#### **Expected Outcomes**

The Board approve the request as presented.

#### **Strategic Plan Goal**

Pillar 4 – Every School Equipped; Priority 4 – Align Technology in Support of Learning

#### Recommendation

That the cooperative contracts awarded to SHI International Corp, for the anticipated purchase of materials and/or services be approved as presented.

#### **Contact Information**

JOE BINSWANGER joe.binswanger@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact**

Not to exceed: \$1,250,000.00

Funding Source: Capital and General Funds

**ATTACHMENTS:** 

Description
<a href="Description">10.1.24 Cooperative</a>

Upload Date 9/30/2024 Туре

Cover Memo



## **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

#### **MEMORANDUM**

**TO:** Members of the School Board

**Terrence Connor, Superintendent** 

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO PURCHASE MATERIALS AND/OR SERVICES FROM

VENDORS UNDER COOPERATIVE CONTRACT WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

DESCRIPTION: The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the IT Department.

GAP ANALYSIS: This contract enables the SCS IT Department to acquire a comprehensive suite of cybersecurity solutions and services essential for both instructional and operational needs. In addition, it covers Unified Support Services, ensuring robust support for the district's implemented technology solutions, enhancing system reliability and overall performance.

PREVIOUS OUTCOMES: The Board has previously approved requests of this nature.

EXPECTED OUTCOMES: The Board approve the request as presented.

STRATEGIC PLAN GOAL: Pillar 4 – Every School Equipped;

Priority 4 – Align Technology in Support of Learning

CONTACT: Joe Binswanger, joe.binswanger@sarasotacountyschools.net

Michael Kemp, michael.kemp@sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed: \$1,250,000.00 Funding Source: Capital Transfer and Operating Funds

RECOMMENDED MOTION: That the cooperative contracts awarded to SHI International Corp,

for the anticipated purchase of materials and/or services be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH COOPERATIVE CONTRACTING

<u>DEPARTMENT</u>	NAME OF OTHER ENTITIES BIDS	REASON	AWARDED VENDORS	NOT TO EXCEED AMOUNT
	Omnia Partners for Information Technology Solutions & Services	To purchase information technology solutions and services	SHI International Corp	\$1,250,000.00



## October 1, 2024 Board Meeting

Agenda Item 23.

#### Title

APPROVAL TO AWARD BID #25-0338 FOR BATTERIES

#### Description

On August 1, 2024, Procurement in conjunction with the Facilities Department, issued a bid for 'Batteries'. Bids to provide 'Batteries' were received from five vendors on August 22, 2024. The bids of Advance Stores Company, Incorporated dba Advance Auto Parts, Battery USA Inc., Continental Battery Company, Florida All Battery Systems LLC, and MicroReplay were the best low bids meeting the advertised specifications. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Facilities Department.

#### **Gap Analysis**

This contract is necessary for the purchase of batteries required for various equipment.

#### **Previous Outcomes**

Board has approved previous bids for the purchase of batteries.

#### **Expected Outcomes**

The Board approved the bid as presented.

#### Strategic Plan Goal

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### **Recommendation**

That the bids of Advance Stores Company, Incorporated dba Advance Auto Parts, Battery USA Inc., Continental Battery Company, Florida All Battery Systems LLC, and MicroReplay for 'Batteries' in an amount not to exceed \$125,000.00 be approved as presented.

#### **Contact Information**

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact**

Not to Exceed \$125,000.00

Funding Source: Capital and General Funds

**ATTACHMENTS:** 

Description

10.1.24Batteries25-0338 REC

Upload Date 9/17/2024 Type Cover Memo



## **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

## **MEMORANDUM**

**TO:** Members of the School Board

**Terrence Connor, Superintendent** 

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO AWARD BID #25-0338 FOR BATTERIES

DESCRIPTION: On August 1, 2024, Procurement in conjunction with the Facilities Department, issued a bid for 'Batteries'. Bids to provide 'Batteries' were received from five vendors on August 22, 2024. The bids of Advance Stores Company, Incorporated dba Advance Auto Parts, Battery USA Inc., Continental Battery Company, Florida All Battery Systems LLC, and MicroReplay were the best low bids meeting the advertised specifications. This bid is for a period of one year with an option to renew for two additional one-year periods. The funds for these purchases are contained in the budget allocated to the Facilities Department.

GAP ANALYSIS: This contract is necessary for the purchase of batteries required for various equipment.

PREVIOUS OUTCOMES: Board has approved previous bids for the purchase of batteries.

EXPECTED OUTCOMES: The Board approved the bid as presented.

STRATEGIC PLAN GOAL: Pillar 4: Every School Equipped

Priority 2: Create High Quality Infrastructure

CONTACT: Jody Dumas, jody.dumas@sarasotacountyschools.net

Michael Kemp, michael.kemp@sarasotacountyschools.net

FINANCIAL IMPACT: Not to Exceed \$125,000.00

Funding Source: Capital and Operating Funds

RECOMMENDED MOTION: That the bids of Advance Stores Company, Incorporated dba Advance Auto Parts, Battery USA Inc., Continental Battery Company, Florida All Battery Systems LLC, and MicroReplay for 'Batteries' in an amount not to exceed \$125,000.00 be approved as presented.

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the protest bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120. Florida Statutes". Posting Date: 9/24/24

The School Board of Sarasota County, Florida is looking to establish a firm percentage discount from the current list price for batteries and firm fixed price for select items listed.		Advance Stores of Incorporated dba A Parts		Battery USA Inc.		Continental Battery Company		
Item	'	Part Number	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount
Grou	•							
BAT	TERY USA	T						
1	Battery - 31S-1000, size 31, 12V, wet cell, 1000CCA, Group 31	31S-1000	Diehard/31HDS30	50%	BATTERY USA	25%	31X-XHD	45%
2	Battery - HD31AS-1000, 12V, wet cell, 1000CCA, Group 31	31AS	Diehard/31HDP30	50%	BATTERY USA	25%	31A-XHD	45%
3	Battery - 65-650, 12V, wet cell, 650CCA, Group 65	65-650	Diehard/65-60	50%	BATTERY USA	25%	65-CP	70%
4	Battery - 34A-600, 12V, wet cell, 600CCA, Group 34	34A	Diehard/34-1	50%	BATTERY USA	25%	34-CS	40%
5	Battery - 78A-700, 12V, wet cell, 700CCA, Group 78	78A	Diehard/78-1	50%	BATTERY USA	25%	78-CS	45%
6	Battery - 640RMF, 12V, wet cell, 650CCA, Group 640	640RMF	Diehard/96R-3	50%	BATTERY USA	25%	40R-CS	45%
DEK	4							
7	Battery - 9C11, Group No 901, 6V	9C11			BATTERY USA	20%	CR-220	30%
8	Battery - 8C11, Group No. 901, 6V	8C11			BATTERY USA	20%	CR-235	30%
9	Battery - 8C6V, Group No.902, 6V	8C6V			BATTERY USA	20%	CR305	30%
10	Battery - 8L16, Group No. 903, 6V	8L16			BATTERY USA	20%	CR-390	30%
11	Battery - GC25, Group No. GC2, 6V	GC25	Diehard/GC2	50%	BATTERY USA	20%	CR-220	30%
12	Battery - GC15, Group No. GC2, 6V	GC15	Diehard/GC2	50%	BATTERY USA	20%	CR-220	30%
13	Battery - GC10, Group No. GC2, 6V	GC10	Diehard/GC2	50%	BATTERY USA	20%	CR-220	30%
14	Battery - GC45, Group No. GC2H, 6V	GC45			BATTERY USA	20%	CR-260	30%
15	Battery - GC8V, Group No. GC8, 8V	GC8V	Diehard/GC8	50%	BATTERY USA	20%	CR-165	30%
16	Battery - GC12T, Group No. GC12, 12V	GC12T	Diehard/GC12V	50%	BATTERY USA	20%	CR-GC150	30%
17	Battery - 9C12, Group No. 921, 12V	9C12			BATTERY USA	20%	CR-215	30%
18	Battery - 8C12, Group No. 921, 12V	8C12			BATTERY USA	20%	CR-185	30%
19	Battery - DC24, Group No. 24, 12V	DC24	Diehard/DC24	50%	BATTERY USA	20%	24DC-XHD	35%
20	Battery - DC27, Group No. 27, 12V	DC27	Diehard/DC27	50%	BATTERY USA	20%	27DC-HD	30%
21	Battery - DC31DT, Group No. 31, 12V	DC31DT	Diehard/DC31DT	50%	BATTERY USA	20%	29DC-XHD	30%
22	Battery - 8GGC2, Group No. GC2, 6V	8GGC2			BATTERY USA	20%		
23	Battery - 8G8VGC, Group No. GC8, 8V	8G8VGC			BATTERY USA	20%		
24	Battery - 8GU1, Group No. U1L, 12V	8GU1			BATTERY USA	20%		
25	Battery - 8GU1H, Group No. U1L, 12V	8GU1H			BATTERY USA	20%		
26	Battery - 8G24, Group No. 24, 12V	8G24			BATTERY USA	20%		
27	Battery - 8G5SHP, Group No. 5SHP, 12V	8G5SHP			BATTERY USA	20%		
28	Battery - 8G5SHP876, Group No. 5SHP, 12V	8G5SHP876			BATTERY USA	20%		
	OVER							
29	Battery - 115AGM - size 31, 12V, 940CA	EV31A-A					EV31A-A	30%
30	Battery - 115AGM - size 31, 12V, 830CA Reject	EV31A-B						

	The School Board of Sarasota County, Florida is looking to establish a firm perce discount from the current list price for batteries and firm fixed price for select items		Florida All Battery S	ystems LLC	MicroReplay	
Item	'	Part Number	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount
Grou	•					
-	TERY USA	0.40.4000				
	Battery - 31S-1000, size 31, 12V, wet cell, 1000CCA, Group 31	31S-1000				
	Battery - HD31AS-1000, 12V, wet cell, 1000CCA, Group 31	31AS				
-	Battery - 65-650, 12V, wet cell, 650CCA, Group 65	65-650				
	Battery - 34A-600, 12V, wet cell, 600CCA, Group 34	34A				
5	Battery - 78A-700, 12V, wet cell, 700CCA, Group 78	78A				
6	Battery - 640RMF, 12V, wet cell, 650CCA, Group 640	640RMF				
DEK		_				
7	Battery - 9C11, Group No 901, 6V	9C11				
8	Battery - 8C11, Group No. 901, 6V	8C11				
9	Battery - 8C6V, Group No.902, 6V	8C6V				
10	Battery - 8L16, Group No. 903, 6V	8L16				
11	Battery - GC25, Group No. GC2, 6V	GC25				
12	Battery - GC15, Group No. GC2, 6V	GC15				
13	Battery - GC10, Group No. GC2, 6V	GC10				
14	Battery - GC45, Group No. GC2H, 6V	GC45				
15	Battery - GC8V, Group No. GC8, 8V	GC8V				
16	Battery - GC12T, Group No. GC12, 12V	GC12T				
17	Battery - 9C12, Group No. 921, 12V	9C12				
18	Battery - 8C12, Group No. 921, 12V	8C12				
19	Battery - DC24, Group No. 24, 12V	DC24				
20	Battery - DC27, Group No. 27, 12V	DC27				
21	Battery - DC31DT, Group No. 31, 12V	DC31DT				
22	Battery - 8GGC2, Group No. GC2, 6V	8GGC2				
23	Battery - 8G8VGC, Group No. GC8, 8V	8G8VGC				
24	Battery - 8GU1, Group No. U1L, 12V	8GU1				
25	Battery - 8GU1H, Group No. U1L, 12V	8GU1H				
26	Battery - 8G24, Group No. 24, 12V	8G24				
	Battery - 8G5SHP, Group No. 5SHP, 12V	8G5SHP				
-	Battery - 8G5SHP876, Group No. 5SHP, 12V	8G5SHP876				
	COVER	3333111 370				
	Battery - 115AGM - size 31, 12V, 940CA	EV31A-A				
30	Battery - 115AGM - size 31, 12V, 830CA Reject	EV31A-B				
30	Dattory - 110AGIVI - SIZE 31, 12 V, 030GA REJECT	LV3IA-D	<u> </u>	ļ		<u> </u>

	The School Board of Sarasota County, Florida is looking to establish a scount from the current list price for batteries and firm fixed price for s		Advance Stores ( Incorporated dba Ad Parts		Battery USA	Inc.	Continental Battery	y Company
Item	·	Part Number	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount
DUR	ACELL ULTRA							
31	HP Laptops models 6450b 6930b	11.1V 6600MAH LIION 73WH						
32	HP Laptops models 6460, 8470	11.1V 5200MAH LIION 58WH						
33	UPS Replacement Batteries	DURA12-18NB					CB12180-NB	50%
34	UPS Replacement Batteries	12V 8AH AGM VRLA .187					CB1280-F2	50%
35	UPS Replacement Batteries	AGM 12V 9AH .250 FASTON					CB1290-F2	50%
36	UPS Replacement Batteries	AGM 12V 12AH .250 FASTON					CB12120-F2	50%
37	UPS Replacement Batteries	AGM 12V 3.3AH .250 FASTON					CB1234-F1	50%
38	UPS Replacement Batteries	AGM 12V 8AH .250 FASTON					CB1280-F2	50%
39	UPS Replacement Batteries	AGM 12V 5AH .187 FASTON					CB1250-F2	50%
40	UPS Replacement Batteries	AGM 12V 5AH .250 FASTON					CB1250-F2	50%
FULI	RIVER							
41	Battery - J185: DC215-12: 12V, 215AH, AGM:14.5"Lx7"Wx14"H	Size 185					DC2155-12-J185	30%
42	Battery - 140AH, AGM, 12V Reject	140AH AGM						
INTE	RSTATE BATTERIES	•						
43	Automotive Battery: 12V 335CCA, Group 151RMF	40B19LS					151R-CS	50%
44	Automotive Battery: 12V 500CCA, Group 26	I-26	Diehard/26-3	50%			26-P	30%
45	Automotive Battery: 12V 600CCA, Group 47	I-47	Diehard/47H5	50%			L2/H5/47-CS	50%
46	Automotive Battery: 12V 600CCA, Group 70	I-70					70-HD	30%
47	Battery - 12V Low profile 4DLT-VHC (545A Tractor)	4DLT-VHC					4DLT-HD	40%
48	Battery - 305AGM - size 3050S, 6V, 11.5"L x 7.25"W x 13.5"H.	Size 3050S					CBEV-305-902-DT	30%
49	Battery: AGM, 100AH, Group SLA12100	DCM0100					CB121000-NB	30%
50	Golf Cart Battery: 12V	12VGCUTL	Diehard/GC12V	50%			CR-GC150	30%
51	Golf Cart Battery: 6V, 230AH, Group GC2	GC2-XHD-UTL	Diehard/GC2	50%			CR-235	30%
52	Golf Cart Battery: 6V, 230AH, Group GC2	U2000UT					CR-220	30%
53	Golf Cart Battery: 8V, Group GC8	GC8-HD-UT					CR-165	30%
54	Golf Cart Battery: 8V, 165AH, Group GC8	U8VGCUT	Diehard/GC8	50%			CR-165	30%
55	Lawn & Garden - Default 6M Free: 12V, 390CCA, 490CA	SP-22NF	Diehard/22NF-1	50%			22NF-HD	30%
56	Lawn & Garden Battery: 12V, 300CCA, 375CA	SP-35	Diehard/U1-3	50%			U1L-XHD	30%
57	Lawn & Garden Battery: 12V, 340CCA, 425CA	SP-40	Diehard/U1-3	50%			U1L-EXT	30%
58	Lawn/Garden Battery: 12V, 250CCA, 310CA	SP-30	Diehard/U1-3	50%			U1L-HD	30%
59	Light truck/Van Mega-Tron - Int Com 18M Free: 12V, 950CCA, 1190CA	31P-MHD	Diehard/31HDP30	50%			31A-XHD	45%
60	Marine RV Dual-Power Battery: 12V, 600CCA, 750CA	SRM-27	Diehard/27DC-2	50%			27SM-XHD	30%

	he School Board of Sarasota County, Florida is looking to establish a count from the current list price for batteries and firm fixed price for s		Florida All Battery S	ystems LLC	MicroRepla	ay
Item	Description	Part Number	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount
DURA	ACELL ULTRA	T				
31	HP Laptops models 6450b 6930b	11.1V 6600MAH LIION 73WH			Hewlett Packard 583256-001	61%
32	HP Laptops models 6460, 8470	11.1V 5200MAH LIION 58WH			Hewlett Packard 659083-001	61%
33	UPS Replacement Batteries	DURA12-18NB	Interstate SLA1116	32.45%		
34	UPS Replacement Batteries	12V 8AH AGM VRLA .187	Interstate SLA1075	12.45%		
35	UPS Replacement Batteries	AGM 12V 9AH .250 FASTON	Interstate HSL1079	17.56%		
36	UPS Replacement Batteries	AGM 12V 12AH .250 FASTON	Interstate SLA1104	22.55%		
37	UPS Replacement Batteries	AGM 12V 3.3AH .250 FASTON	Interstate SLA1042	14.36%		
38	UPS Replacement Batteries	AGM 12V 8AH .250 FASTON	Interstate SLA1079	13.31%		
39	UPS Replacement Batteries	AGM 12V 5AH .187 FASTON	Interstate SLA1055	9.85%		
40	UPS Replacement Batteries	AGM 12V 5AH .250 FASTON	Interstate SLA1056	9.85%		
FULL	RIVER					
41	Battery - J185: DC215-12: 12V, 215AH, AGM:14.5"Lx7"Wx14"H	Size 185				
	Battery - 140AH, AGM, 12V Reject	140AH AGM				
INTE	RSTATE BATTERIES	<del>!</del>				
43	Automotive Battery: 12V 335CCA, Group 151RMF	40B19LS				
44	Automotive Battery: 12V 500CCA, Group 26	I-26				
45	Automotive Battery: 12V 600CCA, Group 47	I-47				
46	Automotive Battery: 12V 600CCA, Group 70	I-70				
47	Battery - 12V Low profile 4DLT-VHC (545A Tractor)	4DLT-VHC				
48	Battery - 305AGM - size 3050S, 6V, 11.5"L x 7.25"W x 13.5"H.	Size 3050S				
49	Battery: AGM, 100AH, Group SLA12100	DCM0100				
	Golf Cart Battery: 12V	12VGCUTL				
	Golf Cart Battery: 6V, 230AH, Group GC2	GC2-XHD-UTL				
	Golf Cart Battery: 6V, 230AH, Group GC2	U2000UT				
	Golf Cart Battery: 8V, Group GC8	GC8-HD-UT				
54	Golf Cart Battery: 8V, 165AH, Group GC8	U8VGCUT				
	Lawn & Garden - Default 6M Free: 12V, 390CCA, 490CA	SP-22NF				
	Lawn & Garden Battery: 12V, 300CCA, 375CA	SP-35	ļ			
	Lawn & Garden Battery: 12V, 340CCA, 425CA	SP-40				
58	Lawn/Garden Battery: 12V, 250CCA, 310CA	SP-30				
59	Light truck/Van Mega-Tron - Int Com 18M Free: 12V, 950CCA, 1190CA	31P-MHD				
60	Marine RV Dual-Power Battery: 12V, 600CCA, 750CA	SRM-27				

Tabulation for Batteries Bid #25-0338

Opened August 22, 2024 @1:00 p.m. EST

The School Board of Sarasota County, Florida is looking to establish a firm percentage discount from the current list price for batteries and firm fixed price for select items listed.		Advance Stores Company, Incorporated dba Advance Auto Parts		Battery USA Inc.		Continental Battery Company		
Item	Description	Part Number	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount
61	Marine/RV Dual Purpose Battery: 12V, 675CCA, 845CA	SRM-29	Diehard/29HM	50%			29DC-XHD	35%
62	Mega-Tron 24 Automotive Battery: 12V, 600CCA, 750CA	MT-24	Diehard/24FT-5	50%			24-CS	55%
63	Mega-Tron 26 Automotive Battery: 12V, 525CCA, 655CA	MT-26	Diehard/26-3	50%			26-CS	40%
64	Mega-Tron 51R Automotive Battery: 12V, 500CCA, 625CA	MT-51R	Diehard/51R-2	50%			51R-CS	60%
65	Mega-Tron Plus 27 Automotive Battery: 12V, 810CCA, 810CA	MTP-27	Diehard/27-3	50%			27-CS	50%
LIFE	INE							
66	Battery - 220AGM - size 4CT, 6V, 10"L x 7"W x 9.5"H. Reject	Size 4CT						
RAY-	O-VAC							
67	HP Laptops models 6440b, 6930, 6450	11.1V 5200MAH LIION 58WH						
68	Laptop Power Adapter-fits most of our models of laptops	19V 90W Adapter & Cord						
69	Older laptops	11.1V4800MAH LIION53WH						
	Group B							
	Battery USA		Diehard	50%	BATTERY USA	20%		
	Discover							
	Duracell Ultra Full River							
	Interstate		Diehard	50%				
75 Lifeline			Dionard	2370				
76 Ray-O-Vac								
Grou	C: Large Equipment (i.e. Forklift, pallet jacks, etc.)							
	Crown Reject							
	Douglas Reject							
79 MacKinnon Reject								
	Yale Reject							
	Group D							
	INDICATE ADDITIONAL NAMES OF MANUFACTURERS NOT INDI							
	a NAME OF ADDITIONAL MANUFACTURER OFFERED: Reject				T 01	· • · · ·	Ob.::- 5	
Contact			Todd Sanders		Trey Standifer		Chris Pourroy	
Address		4200 Six Forks Road, Raleigh, NC 27609		1840 South Combee Rd Lakeland, FL 33801		8585 N Stemmons Fwy, Floor 6 Dallas, TX 75247		

Tabulation for Batteries Bid #25-0338

Opened August 22, 2024 @1:00 p.m. EST

The School Board of Sarasota County, Florida is looking to establish a firm percentage discount from the current list price for batteries and firm fixed price for select items listed.		Florida All Battery Systems LLC		MicroReplay			
Item	Description	Part Number	Alternate Brand and Part Number	% Discount	Alternate Brand and Part Number	% Discount	
61	Marine/RV Dual Purpose Battery: 12V, 675CCA, 845CA	SRM-29					
62	Mega-Tron 24 Automotive Battery: 12V, 600CCA, 750CA	MT-24					
63	Mega-Tron 26 Automotive Battery: 12V, 525CCA, 655CA	MT-26					
64	Mega-Tron 51R Automotive Battery: 12V, 500CCA, 625CA	MT-51R					
	Mega-Tron Plus 27 Automotive Battery: 12V, 810CCA, 810CA	MTP-27					
	LINE	'					
66	Battery - 220AGM - size 4CT, 6V, 10"L x 7"W x 9.5"H. Reject	Size 4CT					
RAY-	O-VAC	,					
67	HP Laptops models 6440b, 6930, 6450	11.1V 5200MAH LIION 58WH			Hewlett Packard 486295-001	61%	
68	Laptop Power Adapter-fits most of our models of laptops	19V 90W Adapter & Cord			Hewlett Packard 902991-001	61%	
69	Older laptops	11.1V4800MAH LIION53WH			Hewlett Packard - varies	61%	
Grou	·						
	Battery USA						
• •	Discover						
<u> </u>	Duracell Ultra						
	Full River Interstate						
	Lifeline						
	Ray-O-Vac						
	p C: Large Equipment (i.e. Forklift, pallet jacks, etc.)						
	Crown Reject						
	Douglas Reject						
	MacKinnon Reject						
80	Yale Reject						
Grou							
81	INDICATE ADDITIONAL NAMES OF MANUFACTURERS NOT INC	ICATED ABOVE					
а	NAME OF ADDITIONAL MANUFACTURER OFFERED: Reject						
Contact			Greg Read		Tani Marinovich		
Address			8445 Honore Ave. Bradenton, FL 34201		****	6A Dunham Rd Billerica, MA 01821	

# THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA JUSTIFICATION FOR AWARD TO OTHER THAN APPARENT LOW BIDDER

Batteries - Bid #25-0338

Opened August 22, 2024 at 1:00 p.m. EST

Item #	Vendor	Justification
30, 42, 66		Rejected - No bids received
Group C		Rejected - No bids received
Group D		Rejected - No bids received



## October 1, 2024 Board Meeting

Agenda Item 24.

#### Title

APPROVAL TO INCREASE PURCHASING LIMIT FOR THE ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) FROM VENDORS UNDER CONTRACT WITH A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR ROOFING PRODUCTS, SERVICES, AND JOB ORDER-CONTRACTING SERVICES

### **Description**

The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the Facilities Department.

#### **Gap Analysis**

The contract is a critical part of the roofing maintenance program utilized by the district. Without this contract roofing at some schools would need a total roof replacement. For certain roof conditions this product is a more cost effective than roof replacement.

#### **Previous Outcomes**

This contract is used to apply a roofing product that seals our roofs. This product and technology is used a lot in areas that are difficult to access or work on due to needed downtime to buildings that are subject to constant use by students and staff.

#### **Expected Outcomes**

To provide a product and service that is easily applied with little to no interference to the students and staff within a classroom or other building within the district.

#### Strategic Plan Goal

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

#### **Recommendation**

That the request to increase the purchasing limit for the anticipated purchase of materials and/or services through cooperative contracting, be approved as presented.

#### **Contact Information**

JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact**

Not to exceed: \$6,000,000.00. Funding Source: Capital Funds

## **ATTACHMENTS:**

Description
10.1.24CoopIncrease - Weatherproofing REC

Upload Date 9/18/2024 Type Cover Memo



## **Materials Management**

Purchasing Department 101 Old Venice Road, Osprey, FL 34229 Phone 941-486-2183 • Fax 941-486-2188 SarasotaCountySchools.net

## **MEMORANDUM**

**TO:** Members of the School Board

**Terrence Connor, Superintendent** 

Bonnie Penner, Assistant Superintendent Chief Financial Officer

FROM: Tracy Brizendine, Director of Materials Management

TITLE: APPROVAL TO INCREASE PURCHASING LIMIT FOR THE

ANTICIPATED PURCHASE OF MATERIALS AND/OR SERVICES (PER THE ATTACHED LIST) FROM VENDORS UNDER CONTRACT WITH A COOPERATIVE WITH A LEAD AGENCY THAT UTILIZED A COMPETITIVE PROCESS FOR ROOFING PRODUCTS, SERVICES,

AND JOB ORDER-CONTRACTING SERVICES

DESCRIPTION: The Purchasing Department has researched and reviewed the competitive solicitations that are available for these purchases and has determined that the use of the attached contracts for the purpose cited presents the best value and/or is in the best interest of the School Board. The funds for these purchases are contained in the budget allocated to the Facilities Department.

GAP ANALYSIS: The contract is a critical part of the roofing maintenance program utilized by the district. Without this contract roofing at some schools would need a total roof replacement. For certain roof conditions this product is a more cost effective than roof replacement.

PREVIOUS OUTCOMES: This contract is used to apply a roofing product that seals our roofs. This product and technology is used a lot in areas that are difficult to access or work on due to needed downtime to buildings that are subject to constant use by students and staff.

EXPECTED OUTCOMES: To provide a product and service that is easily applied with little to no interference to the students and staff within a classroom or other building within the district.

STRATEGIC PLAN GOAL: Pillar 4: Every School Equipped

Priority 2: Create High Quality Infrastructure

CONTACT: Jody Dumas, jody.dumas@sarasotacountyschools.net

Michael Kemp, michael.kemp@sarasotacountyschools.net

FINANCIAL IMPACT: Not to exceed: \$6,000,000.00. Funding Source: Capital Funds

RECOMMENDED MOTION: That the request to increase the purchasing limit for the anticipated purchase of materials and/or services through cooperative contracting, be approved as presented.

## PURCHASE OF GOODS OR SERVICES THROUGH STATE CONTRACT OR COOPERATIVE PURCHASE

<u>DEPARTMENT</u>	NAME OF OTHER ENTITIES BIDS	AWARDED VENDORS	REASON OF INCREASE	APPROVED DOLLAR <u>AMOUNT</u>	REQUSTED INCREASE
Facilities Department	Per Omnia (National IPA) for Roofing Products, Services, and Job-Order- Contracting Services	Weatherproofing Technologies, Inc.	To provide a product and service that is easily applied with little to no interference to the students and staff within a classroom or other building within the district.	BOARD APPROVED ON 5/7/2024 \$1,500,000.00	\$6,000,000.00



## October 1, 2024 Board Meeting

Agenda Item 25.

#### Title

APPROVAL AND/OR RATIFICATION OF CONSTRUCTION SERVICES' CHANGE ORDER

#### Description

The Construction Services' change order is summarized on the enclosure for ease of review. This change order results in an overall contract decrease of (\$114,508.00).

#### Gap Analysis

Change orders are utilized on construction contracts to adjust the original contract amount for various circumstances. These may include adjustments for an increase or decrease in project scope, adjustments needed to close a contract and return unspent project funds to the district, or for removing the purchase of large items from a contract so the district can purchase these items directly from vendors to save sales tax. The attached documents detail the associated change orders for this item on multiple projects.

#### **Previous Outcomes**

Change orders reflect construction project progress and occur normally as a result of conditions on the construction project and district staff managing the costs associated with each project, including deductive change orders to allow the district to save sales

#### **Expected Outcomes**

This system has resulted in significant, ongoing savings and allows district staff to continue to maximize these benefits, especially as the construction market becomes more competitive.

#### Strategic Plan Goal

Pillar 4 - Every School Equipped Priority 2 - Create High Quality Infrastructure

### Recommendation

That the Construction Services' change order be approved and/or ratified as presented.

#### **Contact Information**

JANE DREGER jane.dreger@sarasotacountyschools.net JODY DUMAS jody.dumas@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact**

(\$114,508.00) **Funding: Capital** 

#### **ATTACHMENTS:**

Description
Oct 1-2024 CSD-CO
Oct 1 CSD-CO

Upload Date 9/24/2024 9/24/2024 Type Cover Memo Cover Memo



Project	Contractor	CO#	Contract Sum prior to this Change Order request	Contract Change Order amount	Revised Contract Amount	EXPLANATION (see attached)	SALES TAX SAVINGS *	Direct Purchase order Amount
SUMMARY OF CONSTRUCTION S	SERVICES CHANGE O	RDERS	PRESENTED FOR APPI	ROVAL AND/OR R	ATIFICATION AT THE 1	0/01/2024 SCHOOL BOARD MEETING		
						This change order reflects the adjustment to reconcile the		ı
Caracata Liab Cabaal	Cilhana Building					upspent funds of the preconstruction contract between Owner and Construction Manager dated October 08,		l
Sarasota High School Buildings #13 & #14 Renovation	Gilbane Building Company	01	\$357,684.00	-\$114,508.00	\$243,176 <b>.</b> 00	2022.	\$0.00	\$0.00
·			\$357.684.00	-\$114.508.00	\$243,176,00		\$0.00	\$0.00

NOTE: The change orders (\*identified above), for ratification, are the result of direct purchase of these items by the School Board to save sales tax. \*\*A=Approval

\*\*A=Approval; R=Ratification

## Sarasota County School Board Construction Services Change Order

PROJECT: CHANGE ORDER NUMBER: Sarasota High School 001 **Buildings #13 & #14 Renovation** Preconstruction CHANGE ORDER DATE: 8/23/2024 2155 Bahia Vista Street Sarasota, FL 34239 CONTRACT / PO NUMBER 22031614 TO (Contractor): Gilbane Building Company CONTRACT FOR: Scope Change 1950 Ringling Boulevard, Suite 301 Sarasota, FL 34236 10/18/2022 CONTRACT DATE: You are directed to make the following changes in this Contract: Gilbane Building Company shall modify the Guaranteed Maximum Price (GMP) value as set forth in this Change Order to include adjustment to reconcile the balances of the following Owner Allowances: Laser Scanning Allowance (\$7,012.00)(\$60,096.00)**IDC** Allowance Site Investigation Allowance (\$27,400.00)Master Planning Allowance (\$20,000.00)**Total of Summary:** (114,508.00) The original Guaranteed Maximum Price was 357,684.00 The net change by previously authorized Change Orders The Guaranteed Maximum Price prior to this Change Order was 357,684.00 The Guaranteed Maximum Price will be decreased by this Change Order in the amount of \$ (114,508.00)The new Guaranteed Maximum Price including this Change Order will be \$ 243,176.00 NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Order Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER. GILBANE BUILDING COMPANY SARASOTA COUNTY SCHOOL BOARD SCHENKEL SHULTZ CONTRACTOR (Firm Name) ARCHITECT (Firm Name) Kevin Snyder Digitally signed by Kevin Snyder Date: 2024.08.27 11:58:49 -04'00' Jordan Hoover SIGNATURE **SIGNATURE SIGNATURE** Aaron Jacobson - Principal Jordan Hoover - Project Execuitive Kevin Snyder PRINTED NAME & TITLE PRINTED NAME & TITLE PROJECT MANAGER (PRINTED) Digitally signed by Jane Dreger Jane Dreger Date: 2024.08.28 11:32:40 08/23/2024 08.26.2024 DATE DATE **SIGNATURE** Jane Dreger **DIRECTOR** (Printed Name)



#### October 1, 2024 Board Meeting

Agenda Item 26.

#### Title

APPROVAL TO ADVERTISE REVISED SCHOOL BOARD POLICIES

#### **Description**

Approval of request to advertise the following School Board policies for future adoption:

- Policy 4.10 The Curriculum
- Policy 4.11 Student Progression Plan
- Policy 4.111 Physical Education
- Policy 4.17 Veterans Day Activities
- Policy 4.44 School Functions
- Policy 4.51 Student Publications
- Policy 5.201 School Choice Options
- Policy 7.78 Adequacy of Educational Facilities and Growth Management

#### **Gap Analysis**

We are seeking authorization to advertise policies as part of the rulemaking process for a minimum of 28 days. Once this time period passes the policies will be brought back before the Board for formal adoption. The proposed policies were discussed at the School Board Workshop on September 17, 2024 with no objection to any of the language by Board members. The attached policies are drafts of those policies to be published in a notice of proposed rule.

Per F.S. 120.54, a notice of proposed rule is required to be published for Board policy changes. In accordance with our Interlocal Agreement with Sarasota County, approved by our Board on October 17, 2023 and the Sarasota County Board of County Commissioners on November 14, 2023, our notices for each policy will be published on the County's Publicly Accessible website, with a link on our District website.

After the expiration of the required 28-day advertisement period, the Board will be asked to formally adopt the new and revised policies at a subsequent Regular Board Meeting.

#### **Previous Outcomes**

These policies were discussed at the September 17, 2024 School Board Workshop. Each of the policies has been previously adopted by the Board.

#### **Expected Outcomes**

Approval to advertise these revised Board Policies will allow required public notices to be posted. Upon formal adoption of these policies after the required 28-day advertisement period and a final Board vote, appropriate corresponding updates will be made to district procedures and manuals to align daily operations with the Board policy.

#### **Strategic Plan Goal**

Pillar 1 - Every Student Achieves

Priority 3 - Embrace Strong Instruction

Priority 4 - Equip Students for Life

Pillar 2 - Every Student Supported

Priority 2 - Respond to Student Needs

Priority 3 - Provide Enriching Learning Experiences

#### Pillar 3 - Every Employee Valued

Priority 3 - Elevate Employee Development

#### Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

Priority 2 - Create High Quality Infrastructure

Priority 4 - Align Technology in Support of Learning

#### **Recommendation**

That the request to advertise the revised School Board policies be approved as presented.

#### **Contact Information**

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL.KEMP michael.kemp@sarasotacountyschools.net

#### **Financial Impact**

N/A

#### **ATTACHMENTS:**

Description	Upload Date	Type
Policy 4.10	9/24/2024	Cover Memo
Policy 4.11	9/24/2024	Cover Memo
Policy 4.111	9/24/2024	Cover Memo
Policy 4.17	9/24/2024	Cover Memo
Policy 4.44	9/24/2024	Cover Memo
Policy 4.51	9/24/2024	Cover Memo
Policy 5.201	9/24/2024	Cover Memo
<u>Policy 7.78</u>	9/24/2024	Cover Memo

THE CURRICULUM 4.10\*+

- I. The District curriculum shall be determined by:
  - A. Florida Statutes, State Board of Education rules, and the School Board;
  - B. Florida Department of Education developed curriculum frameworks, State Student Performance Standards and course descriptions; Continuous evaluation of curriculum effectiveness in meeting students' needs in the District;
  - C. Students' needs as determined by studies, assessments, and surveys; and
  - D. Continuous evaluation of curriculum effectiveness in meeting students' needs in the District.
- II. The Superintendent may appoint such committees and special study groups as may be necessary to assist in determining the educational needs of the District.
- III. The Superintendent shall designate an appropriate staff member who is responsible for the development and coordination of the total curriculum of the District.
- IV. A student's progression from one grade to another shall be determined, in part, upon proficiency in reading, writing, science, and mathematics.
  - A. Any student in a Voluntary Prekindergarten Education Program who exhibits a substantial deficiency in early literacy skills and any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading or the characteristics of dyslexia based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations shall require the school to notify affected parents, be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency or the characteristics of dyslexia to address his or her specific deficiency or dyslexia, in accordance with F.S. 1008.25(5).
  - B. Any student in a Voluntary Prekindergarten Education Program who exhibits a substantial deficiency in early mathematics skills and any student in kindergarten through grade 4 who exhibits a substantial deficiency in mathematics or the characteristics of dyscalculia based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations shall require the school to notify affected parents, provide state-approved interventions, reassess students and adjust interventions as necessary until the students are performing on grade level, in accordance with F.S.

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1008.25(6)

V. A new course or unit of study may be introduced into the District curriculum by following District guidelines.

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- VI. The responsibility and right of an instructional staff member to present information of a controversial nature is hereby recognized. The teacher shall not present controversial material or issues which are not directly related to the subject area being taught. In presenting controversial materials on an issue, the teacher shall present all sides of the question without bias or prejudice and shall permit each student to arrive at his/her own conclusions.
- VII. A course description shall be presented for School Board approval before any course or unit in the objective study of the Bible or a comparative study of religion, as provided in Florida Statutes, is initiated in any school. The description shall detail the purpose of the course, the materials to be used, grade location, length of the course, and credit value. No teacher shall present or permit to be presented any material which ridicules any religious sect, belief, or faith.
- VIII. Prior to initiating any course or unit of instruction in human growth and development, a course outline and complete course description shall be presented for School Board approval. This rule does not preclude the teaching of personal cleanliness in health and physical education classes or in the elementary grades, or the teaching of matters relating to sex, HIV/AIDS prevention or sexually transmitted diseases as provided in state-adopted textbooks, or information relating to sex as required in Family Consumer Education courses or any other course using duly adopted textbooks and materials where the teaching of sex is an incidental part of the course.
- IX. Florida Statute requires that schools make students aware of the dangers and consequences of sexually transmitted diseases. The manner, scope, and levels at which this information will be presented shall be determined by the Superintendent or designee in consultation with instructional supervisors and principal(s). Prior to initiating any such unit of instruction, the proposed program, the materials to be used, and other essential information shall be presented to the School Board for approval. When any questionable information is to be viewed by mixed groups, the students may be separated by gender for presentation of materials.
- X. Schools may provide instruction in Acquired Immune Deficiency Syndrome (AIDS) education as a specific area of health education. Such instruction may include, but is not limited to, the known modes of transmission, signs and symptoms, risk factors associated with acquired immune deficiency syndrome, and means used to control the spread of acquired immune deficiency syndrome. The instruction shall be appropriate for the grade and age of the student and shall reflect current theory, knowledge, and practice regarding acquired immune deficiency syndrome and its prevention. The Superintendent or designee shall review curriculum frameworks which are prepared and distributed by the Florida Department of Education and related to AIDS education. If the curriculum frameworks are inconsistent with locally determined curriculum for AIDS education or are not reflective of local values and concerns, the Superintendent

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shall advise the School Board and provide recommendations for instruction activities.

- XI. A student shall be exempt from instructional activities on reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment provided his/her parent(s,) as defined by Florida Statutes, files a written request with the school principal.
- XII. Instruction in Acquired Immune Deficiency Syndrome, sexually transmitted diseases, or health education, when such instruction and course material contain instruction in human sexuality, shall be taught in accordance with Florida Statute 1003.46 and FL Department of Education Rule.
- XIII. All instruction outlined in paragraphs VIII. through XIII. shall be delivered only by school-based personnel or Florida Department of Health in Sarasota County staff.
- XIV. When dealing with political issues, the positions of all parties will be presented on a non-partisan basis. Partisan political literature will not be distributed in schools. However, schools may give out information relating to school district taxes or the need for construction bonds.
- XV. All course materials and verbal or visual instruction shall conform to the requisites and intent of all Florida Law and the State Constitution. All instructional materials, including teachers' manuals, films, tapes, or other supplementary instructional material, shall be available for inspection by parents of the children engaged in such classes.
- XVI. The Superintendent/designee shall develop procedures to assure all aspects of curriculum development and implementation are carried out.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAWS IMPLEMENTED: 1000.21, 1001.43, 1003.42, 1003.4203, 1003.428, 1003.45, 1003.46 1006.28, 1006.29, 1008.25.

1008.25(5), 1008.25(6) 1010.305, F.S. STATE BOARD OF EDUCATION RULE(S):

6A-1.09412, 6A-1.09414

HISTORY: ADOPTED: 03/21/01

REVISION DATE(S): 07/13/04, 04/03/07, 01/20/12, 12/09/14, 02/07/17, 04/02/19,

02/20/24, 08/2024

FORMERLY: 2.133, 2.134, 8.203, 8.204, 8.205, 8.214

NOTES:

Refer to: The Student Progression Plan

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#### STUDENT PROGRESSION PLAN

4.11\*+

The School Board shall approve the *Student Progression Plan* and copies shall be maintained in the District office and at each school. The Plan shall be pursuant to Florida Statutes and shall be comprehensive to include student performance standards and promotional and graduation requirements for Grades K-12, general education, exceptional student education, dual enrollment, and career and technical education. The plan shall include options for virtual instruction, academic acceleration and early high school graduation. After School Board annual approval, the District's *Student Progression Plan* shall be made a part of this rule. The School Board shall annually report to parents that information about their student's progress required by Florida Statutes and shall annually publish on the district website and in the local newspaper or other public notice methods allowed by State law -that information about student progression mandated by Florida Statutes.

STATUTORY AUTHORITY: 1001.41, 1008.25(9)F.S.

LAW(S) IMPLEMENTED: 1001.43, 1002.3105, 1002.321, 1003.4156,

1003.4281, 1003.4282, 1003.4295, 1003.437,

1003.49, 1008.25, F.S.

HISTORY: ADOPTED: 03/21/01

REVISION DATE(S): 11/06/01, 11/12/07, 12/09/14, 04/02/19, 08/2024

FORMERLY: 8.101 & 8.109

**NOTES:** 

Please Refer To: Student Progression Plan

Requires Annual Review - Prior to first day of school

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Revised: 04/02/19

#### PHYSICAL EDUCATION

4.111\*+

The School Board of Sarasota County believes that physical education is an important component of the total educational program. Physical activity is essential to the development and maintenance of good health. The physical education program shall focus on providing students with the knowledge and skills to make healthy lifestyle decisions.

- Students in Sarasota County Schools shall participate in a physical education program that stresses physical fitness and encourages healthy, active lifestyles. Physical education shall consist of physical activities of at least a moderate intensity level and for a sufficient duration to provide a significant health benefit to students.
- II. Goals of the physical education program shall include
  - A. Competency in motor skills and movement patterns;
  - B. Understanding of human movement as it relates to physical activities;
  - C. Understanding of the benefits of regular participation in physical activity;
  - D. Regular participation in physical activity;
  - E. Achievement of a health-enhancing level of physical fitness;
  - F. Knowledge of safety in physical activities;
  - G. Knowledge of first aid and cardiopulmonary resuscitation (CPR);
  - H. Demonstration of responsible personal and social behavior in physical activity;
  - I. Recognition and acceptance of the differing abilities of people;
  - J. Recognition of the values of physical activity for health, enjoyment, challenge, self-expression, and social interaction; and
  - K. Increase in health and wellness.
- III. All schools shall establish lesson plans that work toward meeting and exceeding the Sarasota County Physical Education Curriculum that is aligned with the Next-Generation Sunshine State Standards Florida's physical education standards and benchmarks.

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Revised: 04/02/19

- IV. Certified physical education teachers shall oversee Physical Education instruction. One hundred fifty (150) minutes of instruction per week is required for elementary students and for students in grade 6 who are enrolled in a school that contains one or more elementary grades so that on any day during which physical education instruction is conducted there are at least 30 consecutive minutes per day. The equivalent of one (1) class period per day for one (1) semester each year is required for middle school students. Traditional Four-Year Four-Year High School students must complete the required HOPE (Health Opportunities through Physical Education) course. The HOPE credit is not required for the 18 credit ACCEL diploma.
- V. The District shall notify parents annually that counseling concerning the benefits of physical education is available at each school. The District shall also inform parents, prior to scheduling a student for physical education, that the requirement for participation in physical education may be waived under certain circumstances as specified in law.
- VI. Each student in Kindergarten through grade 5 shall be provided at least 100 minutes of supervised, safe, and unstructured free-play recess each week so that there are at least 20 consecutive minutes of free-play recess per day.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1003.455(2), F.S.

LAW(S) IMPLEMENTED: 1001.43, 1003.41, 1003.42, 1003.453, 1003.455, F.S.

HISTORY: ADOPTED: 01/18/05

REVISION DATE(S): 01/16/07, 04/07/09, 02/06/14, 07/21/15, 04/02/19

FORMERLY: New

#### **NOTES:**

Approved substitutions for HOPE include participation in an interscholastic sport at the junior varsity or varsity level for two full seasons. Completion of 2 years in a Reserve Officer Training Corps (R.O.T.C.) class. 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 one-half credit in physical education or one-half credit in performing arts.

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Revised: 04/02/19

#### **VETERAN'S DAY ACTIVITIES**

4.17

- I. It is the policy of the School Board to appropriately honor the contributions of our nation's veterans of military service and to celebrate their service in meaningful ways.
- II. During years when Veteran's Day is either on a weekend or is declared a school holiday as part of a board approved school calendar, the Board encourages staff and students to participate in local Veteran's Day activities and, where possible, for school organizations such as bands and JROTC detachments to participate in visible ways.
- During years when Veteran's Day falls on a day that is declared a regular school day as part of a board approved school calendar, the Board hereby directs all schools to focus their instructional day, in part, on events and activities that help students celebrate and honor the contributions of our Nation's Veterans. Activities may include, but are not limited to: Flag Ceremonies; inviting veteran guest speakers or veteran's groups to school; Assembly's Student Essay Contests; Special Music Programs; Moments of Silence; Messages from Veterans; School Newspaper Stories; Poster Contests; and Focused Writing Assignments. The Board believes this is the best way to help our students understand what it means to be a veteran, the contributions of our veterans and in so doing, is the best way to honor veterans.
- III.IV. Schools are required to provide instruction on the history and importance of Veteran's Day and Memorial Day. Such instruction may include two 45-minute lessons that occur on or before the respective holidays.

	Formerly: New
	Revision Date(s): 04/02/19, 08/2024
HISTORY:	Adopted: 01/05/08
LAWS IMPLEMENTED:	1001.42, 1003.42 F.S.
STATUTORY AUTHORITY:	1001.42, F.S.

**NOTES:** 

#### **SCHOOL FUNCTIONS**

4.44

- I. All school functions shall be approved by the principal prior to scheduling.
- II. School functions shall be appropriately chaperoned as specified in school and district procedures.
- III. Faculty members shall be encouraged to attend school functions.
- IV. Dances sponsored by the school or held on school property shall be subject to the following conditions. Dances shall be:
  - A. Attended by the principal or designee; and,
  - B. Well chaperoned.
- V. A student shall lose all privileges under this rule if he / she is unable to behave in an appropriate manner in accordance with the Code of Student Conduct, which includes to include but shall not be limited to: fighting, smoking, or possessing or consuming alcohol or illegal substances, and shall be subject to discipline under the Code of Student Conduct the same way it would be imposed if the infraction had occurred during the regular school day and could also result in criminal prosecution.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAWS IMPLEMENTED: 1001.43, 1006.07, F.S.

HISTORY: ADOPTED: 08/21/03

**REVISION DATE(S): 04/02/19, 08/2024** 

FORMERLY: NEW

**NOTES:** 

#### STUDENT PUBLICATIONS

4.51

Student publications including, but not limited to, student newspapers, literary magazines, and yearbooks, are school-sponsored, curriculum related publications. These publications provide opportunities for students to learn and demonstrate academic, managerial, organizational, and creative skills, and are intended to be distributed solely to students at school and individuals within the school community. Student publications shall not constitute on public forum.

I. Student publications shall be produced under the supervision of a faculty advisor. The school principal shall retain full editorial control over the style and content of all student publications and may remove content that does not reasonably serve the pedagogical interests of the school including that which he/she determines is inconsistent with age-appropriate learning experience for student writers, editors, and readers.

 II. Advertisements may be sold to support the cost of a student publication. The principal shall not allow advertising copy which promotes or contains references to alcohol, tobacco, or other electronic cigarette product, drugs, drug paraphernalia, weapons, or lewd, vulgar, obscene, pornographic or illegal materials or activities, gambling, violence, hatred, sexual conduct or sexually explicit material, movies rated stronger than PG-13, gambling aids, or any other copy which is inconsistent with school objectives.

II. School publications may accept and publish paid advertising with advance approval of the school principal.

III. In accordance with Policy 9.40, all advertisements permitted by this policy shall not be false, misleading, or deceptive; related to an illegal activity; or discriminatory. All such advertisements must not be inconsistent with state standards or Florida law. In no instance shall advertising or images include alcohol, tobacco, drugs, drug paraphernalia, weapons, or obscene, pornographic or illegal materials. All advertisements must be age-appropriate for the location that they will appear. Any such approval, granted for whatever cause or group, shall not be construed as an endorsement of any product, service, organization, or activity of said cause or group by the School, School Board, or Superintendent. The school principal for where the student publication will be produced shall be responsible for carefully reviewing each advertisement for consistency with these requirements.

III.IV. All appropriate School Board bookkeeping procedures will be followed as to all funds collected. All said funds shall be administered and accounted for in accordance with existing laws, Florida State Board of Education Administration Rules, and School Board policies.

48		
49	STATUTORY AUTHORITY:	1001.41, 1001.42, F.S.
50	LAW(S) IMPLEMENTED:	1001.43, 1006.28, F.S.
51 52 53	HISTORY:	ADOPTED: 8/21/01 REVISION DATE(S): 01/16/07, 04/02/19 <u>, 08/2024</u> FORMERLY: NEW
54	NOTES:	

#### STUDENT REASSIGNMENT/SCHOOL CHOICE OPTIONS

5.201\*+

- I. The School Board strives to accommodate family choice to the maximum extent possible. Students may attend a school other than their zoned school if they have been granted a choice assignment in accordance with this policy. Disciplinary and/or attendance issues may preclude eligibility or result in a return to the home zoned school. School choice is available through the following:
  - A. Magnet Programs
  - B. Controlled Open Enrollment
  - C. Reassignment
  - D. Charter Schools
  - E. Family Empowerment or Opportunity Scholarships
  - F. Hope Scholarship
  - G. Home School
  - H. Virtual School
- II. The following provisions apply to all choice assignments:
  - A. Applying for a choice assignment does not guarantee approval. The requested school's enrollment, staffing, available space and programmatic capacity shall be considered before a choice assignment can be granted.
  - B. The student must remain in the zoned school until a choice assignment is granted.
  - C. Applications for certain choice assignments must be submitted within the designated time frame. Time frames are published on the Board or individual school's website.
  - D. With the exception of children of full-time Board employees who are nonresidents of the District, students whose primary legal residence is in the District shall be given preference over non-resident students with respect to the granting of choice assignment.
  - E. The Board does not provide transportation to students with choice assignments except as otherwise provided for in this policy or by law.

F. If for any reason a student leaves a choice school or program prior to completing the highest-grade level within that particular school or academic program, he or she will be required to return to his or her assigned District school.

#### III. Magnet Programs

Magnet programs/schools are educational choice options that promote diversity and academic excellence. Students seeking admission to a magnet program/school shall be required to meet the eligibility criteria, guidelines, and timelines specified by the magnet school of interest. Magnet application and admissions shall be implemented following the procedures outlined in the "School Choice and Reassignment Procedures and Guidelines," which can be found on the School Choice section of the district website.

#### IV. Controlled Open Enrollment

Controlled Open Enrollment is an educational choice that allows the District to make student school assignments using parents' and legal guardians' preferential school choice selections as a significant factor. Pursuant to F.S. 1002.31, a student residing in any Florida County may be permitted to attend a school in another residential attendance zone using Controlled Open Enrollment (Regular School Choice) and the Choice guidelines adopted by the School Board. Controlled Open Enrollment is a lottery process.

The Controlled Open Enrollment process shall be implemented following the School Board approved Controlled Open Enrollment (COE) Plan that is outlined in School Board Policy 5.23 and available on the School Choice section of the district website.

#### V. Reassignments

The reassignment process is available to those students who meet special circumstances for attending a non-districted school. The reassignment process is separate and apart from Controlled Open Enrollment. Reassignments qualifications may include, but are not limited to, documented moves in/out of an attendance zone. Reassignment applications are reviewed individually and are not guaranteed approval. The reassignment process shall be implemented following the procedures outlined in the "School Choice and Reassignment Procedures and Guidelines," which can be found on the School Choice section of the district website.

#### VI. Charter Schools

In addition to choice within schools operated by the Board, parents may elect for

students to attend charter schools that have been approved by the Board. (See Policy 3.90 - Charter Schools.) Each charter school is operated and governed by its own independent board. Parents who elect this option need to communicate directly with the charter school to resolve questions and concerns.

#### VII. Opportunity and Family Empowerment Scholarships

- A. The Family Empowerment Scholarship Program is an educational choice program with two branches of eligibility, the Family Empowerment Scholarship for Educational Options (FES EO) and the Family Empowerment Scholarship for Students with Unique Abilities (FES UA). FES provides the educational choice for parents to send their eligible student to either a private school or a public school other than their assigned school based on attendance zone. FES families may also qualify to receive a personal education savings account (ESA) for their student
  - 1. Parents/guardians shall access the Family Empowerment Scholarship through a Scholarship Funding Organization identified by the Florida Department website.
  - 2. The District shall provide assistance as required by the Florida Department of Education.
  - Requests for the FES UA public school transfer option shall be processed using the Reassignment application and procedures as outlined in the "School Choice and Reassignment Procedures and Guidelines," which can be found on the School Choice section of the district website.
- B. The Opportunity Scholarship Program offers students who attended or who were assigned to attend failing public schools the option to choose a higher performing public school under the provisions of F.S. 1002.38.

#### VIII. Hope Scholarship

The Hope Scholarship is available for students who have been subjected to a qualifying incident as described in F.S. 1002.40. The scholarship provides an opportunity to transfer the student to another public school with capacity or to request a scholarship for the student to enroll in an eligible private school. Applications for funding to attend an eligible private school are managed by state-approved Scholarship Funding Organizations.

#### IX. Home Education

Home Education is an educational choice option that is defined as the sequentially progressive instruction of a student directed by his or her parent or guardian to satisfy the requirement for compulsory education (F.S. 1002.20). The

parent/guardian may elect to register his or her student in home school in accordance with School Board Policy 4.70.

#### X. Virtual Instruction

Virtual Instruction is a school choice option available to students under the provisions of F.S. 1002.321, F.S. 1002.45, F.S. 1002.455 and Board Policy 4.65. A parent/guardian selecting this option may register his/her student in the District's full-time virtual instruction program or part-time course offering program. Revocation of Choice Assignment

If a student is granted a choice assignment and displays issues with attendance, grades, or disciplinary actions the student may be returned to their zoned school. Prior to revoking a school choice variance the school will document good faith efforts to provide interventions and enlist parental/guardian support for the identified areas of concern. If a student is being returned to their zoned school due to a revocation, communication should occur between the schools to establish supports for the student. Revocation of a choice assignment shall be noticed within ten (10) school days of the end of the semester and will be effective the first day of the following grading period. No requests for revocation will be considered for students attending the highest grade level offered at that school.

STATUTORY AUTHORITY:	1001.41.	1001	42	FS	3
STATUTORT AUTHORITT.	1001.41.	1001.	44.		Э.

LAW(S) IMPLEMENTED: 1000.21, 1001.41, 1001.42, 1001.43, 1001.51, 1002.20, 1002.31, 1002.38, 1002.39,

1002.394, 1011.68, 1013.35, F.S.

HISTORY: ADOPTED: \_\_\_\_\_\_
REVISION DATE(S):05/07/19,10/18/22,

DATE(S):05/07/19,10/18/22, 01/2024

FORMERLY: NEW

**NOTES:** 

©NEFEC Page 4 of 4 SARASOTA 5.201\*+

#### **CHAPTER 7.00 - BUSINESS SERVICES**

### ADEQUACY OF EDUCATIONAL FACILITIES AND GROWTH MANAGEMENT

7.78

The School Board is committed to providing educational facilities that enhance students' educational success by protecting current assets, by ensuring that facility projects are cost efficient, and by planning for growth in conformance with state statutes and local growth management agreements.

- I. The Superintendent shall ensure that Educational Specifications are adopted and implemented within these guidelines:
  - A. Educational Specifications shall be adopted by the Board for elementary, middle, and high schools and for specialized centers as necessary.
  - Ed Specs for elementary, middle, and high schools shall be re-adopted at least every three years.
  - Ed Specs shall contain a Facility List, general design criteria, and subjectspecific sections which denote critical space elements and adjacencies. Construction details and Furniture, Fixtures, and Equipment lists shall be compiled within separate documents not requiring Board adoption.
- II. The Superintendent shall ensure that Capital Planning is conducted within these parameters:
  - A. The Board shall authorize transmittal of the Florida Department of Education's [DOE] "5-Year District Facilities Work Program" [Work Program] each October 1st, or otherwise determined by DOE.
  - B. The Work Program will comply with DOE definitions of student stations and capacity as delineated in the Florida Inventory of School Houses [FISH].
  - C. The Work Program will utilize the latest Capital Outlay FTE [COFTE] projections and will financially feasible based upon the best available forecast of future revenues.
  - D. The Board shall comply with statutory requirements for a School Plant Survey at least every five years. Upon DOE approval of the survey, the district shall schedule facility projects as "survey-approved." The Plant Survey may also be used to determine the extent to which existing facilities will be remodeled to bring them into compliance with survey standards. The Board shall submit "spot surveys" as necessary in order to seek DOE approval for critical construction projects not anticipated at the time of the five-year survey required by State Statute.

#### **CHAPTER 7.00 - BUSINESS SERVICES**

- III. The Superintendent shall ensure that all instructional facilities are utilized to the greatest extent practicable, recognizing that factors such as class schedules, instructional contracts, collaborative teaching models, and the inapplicability of certain course for teachers to "float," inhibit idealized utilization rates. Staff shall implement these steps to maximize classroom utilization:
  - A. Each August, the Level of Service [LOS] shall be calculated for each school based upon the formula: Enrollment divided by Permanent Program Capacity [PPC]. The enrollment numbers used shall be the enrollment advertised for each school in the advertised Capital Budget. Permanent capacity refers to classroom structures build with a fixed foundation and that cannot be removed. Program capacity is calculated by applying a district-derived utilization rate, based on class size mandates and local instructional delivery models, to each school's student station count as verified in FISH.
  - B. Each September, staff will calculate which schools' facilities are underutilized or over-utilized. Under-utilized schools are those in which Permanent Program Capacity Level of Service is less than 85%. Over-utilized schools are those in which the Permanent Program Capacity Level of Service is greater than 115%. After analysis of such schools' instructional programs, attendance zone, and duration of such over-or-under-utilization, the Superintendent may recommend to the School Board formation of a committee comprised of the School Advisory Committee, district staff, and other stakeholders to perform an in-depth analysis. The committee shall-consider a range of options including, but not limited to, the following:
    - 1. Inclusion/exclusion as a "choice" school;
    - 2. Inclusion/exclusion of hardship reassignments;
    - 3. Addition/removal of cluster programs;
    - 4. Redistricting of school attendance boundaries; and
    - 5. Expansion of a school's permanent classroom and core capacity.

The Superintendent may make recommendations to the School Board, as necessary, to alleviate the under-or-over-capacity situations.

- C. The School Board shall not implement Year-Round Schools or Double Sessions unless having declared an Emergency. Such emergencies may consist of natural disasters [e.g., tornado, hurricane], severe reductions in capital revenues, or other such occurrences which inhibit the Board's flexibility in providing adequate educational facilities.
- IV. The School Board shall adopt the following measures to implement Growth Management and School Concurrency:

#### **CHAPTER 7.00 - BUSINESS SERVICES**

1 2 3 4 5 6 7	A.	agreement or School Facilit appointment of appointment of	any updates necessary to the Interlocal Agreement on Planning [ILA]. Such collaboration will-may also include f a citizen to the Oversight Committee to the ILA, f a staff person to each local government's Local Planning yearly Convocation to discuss and resolve school planning	
8 9 10 11 12 13 14	B.	boundary for boundaries id Concurrency	Service Areas [CSA's] shall be defined as the attendance each school. "Adjacent CSA's" shall be those school entified as such on maps incorporated into the School Procedures; such maps will reflect best practices and state sluding maximum allowable bus route times.	<b>;</b>
15 16 17 18 19 20 21 22 23	C.	governments district's appli recover costs scope of the p	w residential development applications from local once the applications have been deemed accepted. The cation process shall include payment of a fee, calculated to for planning and legal staff review, based upon the size ar roposed development. The fees will be adjusted yearly ar in the adopted School Concurrency Procedures.	nd
24 25 26 27 28 29 30 31 32	D.	processes de School Facilit applicable stu School Impac latest Capital	mine the impact of the proposed development pursuant to ned in the ILA and in each local government's Public es Element, and as mandated by Florida statutes. The dent generation rate shall be as determined in the latest. Fee Study or other similar document. Staff will utilize the Dutlay FTE projections and the latest 5-Year Facilities Wo see a spreadsheet of future levels of Service and seats chool.	
33 34 35 36 37 38	E.	available, the Mitigation opt	nes that, pursuant to state law, insufficient seats are district and the developer may agree to Proportionate Shatons including, but not limited to, contributions of cash or tions shall be based on recent construction projects' costation.	
39 40	F.	Staff shall add	pt Procedures necessary to implement School Concurrence	су.
41 42	STATUTOR	Y AUTHORITY	1001.42, F.S	<b>&gt;</b> .
43 44	LAW(S) IMPLE 1013.33, 1013.3		163.01, 163.3177, 163.31777, 163.3180, 1013.31,	
45 46	HISTORY:		ADOPTED: 09/02/ REVISION DATE(S): 11/6/	

<u>09/2024</u> **FORMERLY**:

48 **NOTES**:



October 1, 2024 Board Meeting

Agenda Item 27.

#### <u>Title</u>

SETTLEMENT AGREEMENT AS PROPOSED BETWEEN THE PARTIES IN THE WORKER'S COMPENSATION CASE OF BARBARA BENSON V. SARASOTA COUNTY SCHOOL BOARD/COMMERCIAL RISK MANAGEMENT, CASE NO.01-009963EBG

#### **Description**

This is a legal settlement of a worker's compensation matter between Barbara Benson and the School Board of Sarasota County, Florida.

**Gap Analysis** 

**Previous Outcomes** 

**Expected Outcomes** 

#### **Strategic Plan Goal**

#### Recommendation

That the settlement agreement as proposed between the parties in the worker's compensation case of Barbara Benson v. Sarasota County School Board/Commercial Risk Management, Case No.: 01-009963EBG, be approved as presented.

#### **Contact Information**

BEN CRISTAL, ESQ. bcristal@cristallawgroup.com

#### **Financial Impact**

Settlement not to exceed \$20,000.00 after reimbursement from insurance company.

#### **ATTACHMENTS:**

Description Upload Date Type
Settlement 9/26/2024 Cover Memo

# STATE OF FLORIDA DIVISION OF ADMINISTRATIVE HEARINGS OFFICE OF THE JUDGE OF COMPENSATION CLAIMS SARASOTA

BARBARA BENSON,

Claimant,

OJCC No:

01-009963EBG

D/A(s):

6/19/2001

v.

SARASOTA COUNTY SCHOOL BOARD/ COMMERCIAL RISK MANAGEMENT,

Employer/Carrier/Servicing Agent.

Keith Mann, Esq. for claimant Ben H. Cristal, Esq. for Employer/Carrier/Servicing Agent

#### SETTLEMENT AGREEMENT PURSUANT TO FLA. STAT. §§ 440.20(11)(c)(d) & (e) (2001)

The above-named Parties hereby enter into the following settlement agreement made for the specific purpose of discharging the Employer/Carrier/Servicing Agent from any further liability for all benefits under the Florida Workers' Compensation Act, including, but not limited to, monetary compensation benefits, rehabilitation benefits, temporary total disability benefits during rehabilitation as defined under Fla. Stat. § 440.491 (2001), and medical benefits, in exchange for the payment to the claimant of a lump sum of money. The Parties hereby stipulate and agree as follows:

## 1. FOR THE PURPOSES OF THIS SETTLEMENT AGREEMENT AND RELEASE, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:

- (a) <u>Claimant</u> The claimant, Barbara Benson, individually as well as her heirs, successors, representatives and assigns; the Claimant, Employee and Employee/Claimant may be used interchangeably in this document and when used in this document all refer to the same party.
- (b) <u>Employer/Carrier</u> The Employer/Carrier/Servicing Agent or Employer/Carrier shall refer to the Sarasota County School Board, the employer against which the claimant has alleged the

workers' compensation claim(s) herein (including both the leasing or temporary staffing company and their company client) and their workers' compensation carrier, excess carrier, servicing agent or third-party administrator which the claimant has alleged a workers' compensation claim against for an industrial accident which occurred on or about 6/19/2001, individually as well as its heirs, successors, representatives and assigns.

- (c) <u>Injury or Injuries</u> Physical and/or mental damage or harm allegedly suffered on the job whether or not medical help was sought or obtained and regardless of whether said injury was reported and/or claimed by the claimant.
- (d) Motion for Approval of Attorney's Fee and Allocation of Child Support The document required by the Department of Administrative Hearings to be approved by the JCC before attorney's fees are due and payable to the claimant's attorney, pursuant to Fla. Stat. § 440.20(11)(c) (2001).
- (e) <u>Effective Date</u> That date that the *Motion for Approval of Attorney's Fees and Allocation of Child Support* is approved by the Judge of Compensation Claims, by entry of an Order and mailed to the parties.
- 2. <u>WAIVER</u> Pursuant to Fla. Stat. § 440.20(11)(c) (2001), in exchange for the consideration described below, the claimant hereby waives all rights to any and all benefits under *Florida Statutes*, Chapter 440.
- 3. <u>DISCONTINUATION OF BENEFITS</u> The parties stipulate and agree that all medical and indemnity benefits ceased as of the date an Order is entered by the judge of compensation claims approving the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage.
- 4. <u>DESCRIPTION OF ACCIDENT(S)/OCCUPATIONAL DISEASE(S)</u> The claimant alleges that on 6/19/2001, she sustained an injury by accident as contemplated under Fla. Stat.

§ 440.02(1) (2003) and/or occupational disease or diseases as contemplated by Fla. Stat. § 440.151 (2001) arising out of and in the course of employment with the Employer. The parties stipulate and agree that this settlement agreement includes not only the above-mentioned injury/injuries but any and all injuries and occupational diseases ever incurred by the claimant while working for the Employer whether known, revealed, reported, diagnosed, developed or manifested.

- 5. AGE AND EDUCATIONAL BACKGROUND The claimant is 71 years of age (DOB: 3/30/1953), has a(n) as ociate degree education and is unable circle one) to read, write and handle money. The claimant and her attorney assert that the Claimant is of sound mind, mentally competent and is intellectually capable of entering into an agreement of this nature.
- 6. <u>SOCIAL SECURITY AND OTHER COLLATERAL BENEFITS</u> The claimant is /(is not circle one) currently receiving Disability Benefits from the Social Security Administration. The Employer/Carrier makes no representations or assurances that this settlement will not affect Social Security or any other kind of collateral disability or medical benefits. The claimant understands and acknowledges that said collateral benefits may be affected and still desires to enter into this settlement agreement.
- 7. <u>CLAIMANT MEDICARE/MEDICAID STATUS</u> The claiman is is not (<u>circle one</u>) a Medicare recipient. The claimant is (is not (<u>circle one</u>) a Medicaid recipient.
- 8. <u>SETTLEMENT AMOUNT AND DISCHARGE FROM LIABILITY FOR</u>

  <u>FUTURE BENEFITS</u> The Employer/Carrier will pay to the claimant \$125,000.00 in full satisfaction of the obligation or liability to pay past, present and future monetary compensation benefits, as well as past, present and future medical benefits associated with the work related-accident(s) or occupational disease(s) referenced herein. The Parties agree that the Employer/Carrier will have 30 days from the date an Order is entered approving the *Motion for Approval of Attorney's Fees and Allocation of Child*

Support, to be submitted to the Court as part of this settlement herein, within which to make payment without incurring interest and/or penalties and agree to waive any statutory provisions to the contrary.

As contemplated by this agreement, monetary compensation benefits include, but are not necessarily limited to, compensation for permanent total disability, permanent total disability supplemental benefits, temporary total disability, catastrophic temporary total disability, temporary partial disability, wage loss benefits, impairment benefits, impairment income benefits, supplemental income benefits, temporary total disability benefits during rehabilitation and death and dependency benefits. Upon execution of this agreement by the parties, the claimant waives any and all entitlement to any and all past, present and future monetary compensation and medical benefits available pursuant to *Florida Statutes*, Chapter 440 (2003), and the Employer/Carrier will be forever released and discharged from the obligation or liability to pay the Claimant any past, present or future monetary compensation benefits and medical benefits whatsoever and without exception.

This settlement agreement is final and enforceable upon execution of the claimant,—the elaimant's—attorney and the attorney for the Employer/Carrier. This settlement agreement is not contingent upon the approval of the claimant's attorney's fee as that is an issue between the claimant and her attorney only and does not have any impact on the enforceability of this settlement agreement between the claimant and the Employer/Carrier. Any settlement funds received by the claimant or the claimant's attorney prior to the Judge's approval of the Motion for Approval of Attorney's Fees and Allocation of Child Allocation to be submitted to the Court in connection with the settlement agreement herein must be held in the trust account of the claimant's attorney. At any time prior to the approval of said Motion by the Court, if the Employer/Carrier requests that the funds be returned, said funds must be immediately returned without any limitations whatsoever.

#### The Settlement Proceeds have been allocated as follow:

(a) Past and future compensation benefits \$93,506.00

(b) Past and future medical expenses (Non-Medicare related) \$9,162.00

(c) Past and future medical expenses (Medicare related)

\$9,082.00

(e) Attorney's fees

<u>\$13,250.00</u>

**TOTAL** 

\$125,000.00

# 9. MEDICARE INTERESTS RECOGNIZED AND FUTURE MEDICAL CARE NOT SHIFTED TO THE FEDERAL GOVERNMENT - The Parties agree that the cost of future medical care is in dispute and that time may reduce and/or increase the need for future medical care. Therefore, as a compromise, the parties agree that of the total settlement amount, \$18,244.00 shall be allocated to release all liability for future medical care and attention. The parties reach this compromise based upon careful consideration of all the medical reports and opinions, as well as the claimant's own knowledge of her condition and symptoms.

Furthermore, it is not the intention of the Workers' Compensation Carrier to shift responsibility of future medical benefits to the Federal Government. Therefore, the parties secured approval from the Center for Medicare and Medicaid Services (CMS) that the interests of Medicare are properly protected by funding an MSA with \$9,082.00 and keeping said funds in a Medicare Set-Aside which is included in the \$18,244.00 statement above for future Medicare-covered expenses is intended directly for payment of these expenses. Upon proof the Medicare-covered expenses exceed \$9,082.00, those expenses will be forwarded to Medicare for payment of covered expenses with proper documentation. It is the responsibility of the claimant to submit bills related to the work-related injury or illness before Medicare will make payment on any covered expenses related to the work-related injury or illness. This allocation is based upon the Florida Workers' Compensation Health Care Provider Reimbursement Manual. The claimant should be certain that all payments to providers are to be adjusted accordingly and any monies paid in excess of the fee schedule will not count toward this allocation.

The claimant agrees that MSA funds shall be paid pursuant to the terms dictated by CMS and may only be used to pay for workers' compensation injury related medical services and prescription drug expenses that would normally be paid by Medicare. Since CMS has already reviewed and approved the MSA referred to herein, the claimant further understands that the funds from the MSA may be used for workers' compensation injury related medical services and prescription drug

expenses that would normally be paid by Medicare even if she is not yet a Medicare beneficiary because the accepted amount was priced based on the expected date of this settlement. Furthermore, the claimant understands that the Medicare Set-Aside funds must be placed in an interest-bearing account and this account must be separate from the individual's personal savings and checking accounts. If funds from the MSA are used to pay for services that are not covered by Medicare, Medicare will not pay claims related to medical expenses associated the workers' compensation injury until these funds are restored to the MSA and then properly exhausted. The claimant further understands that annual reporting must be prepared for submission to Medicare to include summaries of the transactions and status of the account. These summaries are to include the date of each service, procedure performed, diagnosis and paid receipt or cancelled check.

In reaching this Agreement, the parties have considered that many common medical expenses are not payable or reimbursable under the Federal Medicare Program. Types of medical care and expenses not covered by Medicare that may still be necessary in the ongoing treatment of the workers' compensation injury may include, but are not limited to, travel, non-professional attendant care, routine follow-up visits, Medicare hospital deductible and Medicare Part B co-payments, emergency room treatment and certain hospitalizations. Therefore, of the total allocation for medical care of the agreement herein, \$9,162.00 is intended to cover these non-Medicare covered medical expenses and said amount will not be placed in the Medicare Set-Aside.

The parties hereby acknowledge that the claimant shall be governed by the terms dictated by CMS whether the use of either a self-administered account or a custodial account for the amounts allocated toward Medicare is required. The parties agree that in the event CMS requires a custodial account, the claimant shall be responsible for the cost of administration of the custodial account and the Employer/Carrier shall dictate the terms of funding solely within its discretion. Furthermore, if a self-administered account is recommended and approved by CMS, the claimant agrees to hold the Employer/Carrier harmless and release the Employer/Carrier from any and all further obligations associated with Medicare.

has been represented by Keith Mann, Esq., in connection with this matter that is entitled to a fee for legal services rendered. \$13,250.00 is a reasonable fee to be paid by the claimant for such services and is within the guidelines for the determination of a reasonable fee as set forth in Fla. Stat. § 440.34(1) (2003). Additionally, the claimant shall reimburse her attorney for all costs. The claimant has been informed of the right to a hearing on the amount of the fee charged by the claimant's attorney and hereby waives her right to a hearing on the fee. The attorney's fee and costs shall be paid from the settlement proceeds by the claimant. It is stipulated by and between the Parties that each side shall pay its own costs in connection with this claim.

The attorney for the claimant agrees that any pending or potential claims for Employer/Carrier paid fees and/or costs are hereby waived. The undersigned stipulate and agree that the Employer/Carrier owes no fees to the claimant's attorney and all claims for Employer/Carrier paid fees and petitions for benefits are hereby extinguished and dismissed with prejudice. The Parties stipulate and agree that the claimant is responsible for liens of prior attorneys.

Medicare asserts a lien against the proceeds of this settlement, the claimant agrees to hold harmless the Employer/Carrier and Employer/Carrier's attorney. The claimant shall be solely responsible for payment of any lien asserted by Medicare. Furthermore, the claimant agrees to hold the Employer/Carrier harmless from any and all penalties, liens, conditional payments, demands and actions in law or equity or other payments that may be required if any of the claimant's representations as to their entitlement (or lack thereof) to Medicare or Social Security benefits is in any way misrepresented. Finally, the claimant agrees to release and hold harmless the Employer/Carrier from any private third-party cause of action established by the Medicare Secondary Payer Act (42 U.S.C. §1395Y) to collect any conditional payments made by Medicare.

- 12. HARTMAN SSD LANGUAGE The parties have considered the present value of all future compensation potentially payable to the claimant for the claimant's injuries. This settlement includes future compensation of \$93,506.00. The claimant has a remaining life expectancy of 15.27 years, or 794.04 weeks (Social Security Periodic Life Table, 2021, as used in the 2024 Trustees Report for Female, Exact Age, 71, Life Expectancy). Therefore, the parties consider the amount of \$117.76 per week to be the present worth of compensation indemnity benefits from now until the end of the Claimant's life expectancy. The Employer/Carrier's right to offset compensation indemnity benefits due under *Florida Statutes* Chapter 440 against benefits payable for total disability under Chapter 42 of the United States Code is included in these calculations and has been considered by the parties in arriving at this agreement.
- \$18,244.00 shall be utilized by the claimant for all future medical expenses related to the claimant's injuries, of which \$9,082.00 shall be allocated to medical services covered by Medicare, i.e., a self-administered Workers' Compensation Medicare Set-Aside Arrangement (WCMSA), and the balance of \$9,162.00 is allocated to services not covered by Medicare but that are covered by workers' compensation medical treatment (such as co-payments, deductibles, mileage reimbursement, over-the-counter medications and off-label prescription medications), calculated at \$50.00 per month for life. This overall amount is for the remainder of the claimant's life expectancy and is equal to \$22.98 per week reduced to present value. The claimant acknowledges and accepts that the above amount to be used for future medical treatment is adequate, that it is considered the sole source of funds for treatment of the claimant's injuries, that Medicare has no obligation to pay for medical services for the claimant's injuries, and that payment for such treatment should not be requested through Medicare unless and until the WCMSA allocation has been properly spent.

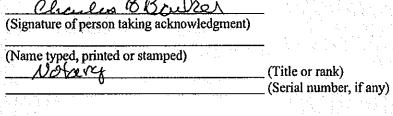
- 14. THIRD-PARTY RECOVERY AND LIEN RETAINED Should the claimant bring suit against any third-party tort-feasor based on the injuries sustained in the above-referenced accident, the claimant acknowledges the Employer/Carrier's lien rights pursuant to Fla. Stat. § 440.39 (2003) and that the Employer/Carrier has asserted or may assert a lien for the amounts paid for compensation and medical benefits. The Employer/Carrier hereby retains any lien against the claimant's net recovery in any third-party action for the amounts paid including, but not limited to, this lump-sum settlement.
- 15. <u>VOLUNTARY SETTLEMENT</u> The claimant understands that she, like the Employer/Carrier, does not have to enter this agreement and settle her claim and is doing so freely and voluntarily. The claimant specifically acknowledges she has read or has had read to her this entire settlement agreement and fully understands and agrees with the same.
- (a) The claimant further understands that she is under no compulsion to settle any aspect of her claim and understands that under the Florida Workers' Compensation Law, she has the right to pursue her claim, to go to hearings and have the Judge of Compensation Claims determine what further benefits, if any, to which she may be entitled. Finally, as clearly stated, the claimant understands that this settlement is not the only remedy or way of handling her claim.
- (b) The claimant understands that by agreeing to settle the past and future medical care and attendance and past and future compensation and rehabilitation aspects of her claim, she is waiving and giving up any rights that she would have to further pursue those aspects of her claims.
- (c) The claimant agrees and acknowledges that she has not relied on any representations of the Employer/Carrier, its attorneys or representations in any documentation other than those representations stated herein in order to enter into this Settlement Agreement and Release.

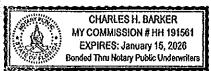
- and Release shall constitute an election of remedies by the claimant with respect to the Employer/Carrier herein. As a result of accepting the above-referenced sum, the claimant relinquishes all rights for recovery for negligence, intentional torts, employer's liability under workers' compensation law, bodily injury and any other potential claims arising under the workers' compensation law and employers' liability policy (including Coverage B).
- COMPENSATION CLAIMS AND RIGHT TO BRING PETITION FOR MODIFICATION The claimant understands that she does hereby relinquish the right to have any unresolved conflicts or disputes involving the right to any and all benefits available under The Workers' Compensation Law, including but not limited to medical benefits, monetary compensation benefits, temporary total disability during retraining, rehabilitation benefits, training and education benefits and death benefits heard and decided by a Judge of Compensation Claims. The parties understand, agree and acknowledge that this agreement is not an award and is not subject to modification or review.
- 18. WAIVER OF PENALTIES AND INTEREST The claimant hereby waives any right she may have to any and all penalties or interest on account of the accident(s) or occupational disease(s) referenced herein.
- 19. <u>CONFIDENTIALITY AGREEMENT</u> The parties stipulate and agree the terms of this settlement are confidential and shall not voluntarily be disclosed to any other individual or entity unless authorized by the parties, required by law or required by a business contract of the Employer/Carrier.
- 20. <u>CONDITIONAL AGREEMENT</u> The Parties agree that in the event this Stipulation agreement is determined to be unconstitutional or invalid by a Florida District Court of Appeal, the Florida Supreme Court, the United States Supreme Court or is otherwise not given full force and effect

or is voided for any reason, in part or in whole, the Employer/Carrier shall be entitled to full reimbursement of the lump sum paid to the claimant provided for herein within 30 days of request by the Employer/Carrier. If any portion of the settlement proceeds is not immediately returned to the Employer/Carrier, the Employer/Carrier shall be entitled to a 100 percent offset against the claimant's compensation benefits and medical benefits until the settlement amount is fully repaid. Under no circumstances shall the settlement amount provided for herein be considered a gratuitous payment by the Employer/Carrier.

Attorney for Claimant  Attorney for Employer/Carrier  Attorney for Employer/Carrier  Barbara Deaten 8/8/2024  Barbara Benson Date  Claimant		Ben Cristal	8/8/2024
Barbara Benson Date Claimant			Date
Barbara Benson Date Claimant			
Barbara Benson Date Claimant	Barbar Dearn 8/8/2024		
	Barbara Benson Date		
STATE OF: Flancista.	Claimant		
	STATE OF: Flowide		

Sworn to (or affirmed) and subscribed before me, by means of Physical presence or online notarization, this day of August, 2024, by Barbara Benson, who is personally known to me or who has produced for Drivers Lives identification.







# October 1, 2024 Board Meeting

Agenda Item 28.

#### Title

REQUEST TO SCHEDULE PRIVATE MEETING CONCERNING SETTLEMENT NEGOTIATIONS AND/OR STRATEGY SESSIONS RELATED TO LITIGATION EXPENDITURES IN RE: SANDIBEL SEARS AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GAGE CROWLEY SEARS DECEASED VS. SCHOOL BOARD OF SARASOTA COUNTY, CASE NO. 2022-CA-001756-NC, PURSUANT TO FLORIDA STATUTE SECTION 286.011(8) ON OCTOBER 15, 2024

#### **Description**

Legal counsel in this pending tort litigation seeks direction, guidance, and advice from the Board. Florida Statute 286.011 expressly permits such a meeting to occur in private so long as the procedures in the statute are followed.

If authorized by the Board, this meeting will be held at a time to be determined on October 15, 2024. If this private meeting is authorized by the Board, formal notice of the private meeting will be made in the manner outlined by the statute prior to it. If authorized by the Board, the topic discussed at this private meeting will solely be settlement negotiations and strategy sessions related to litigation expenditures in regard to Sandibel Sears as Personal Representative of the Estate of Gage Crowley Sears Deceased vs. School Board of Sarasota County, Case No. 2022-CA-001756-NC. The only participants at the private meeting will be the attorneys for the School Board, the Superintendent, and the Board members.

The meeting is required to be initiated in a public manner in the School Board chambers at 1980 Landings Blvd. Upon commencing this public portion of the meeting, the Board chair shall announce its commencement, the estimated length of the private meeting, and the private meeting's participants. The public portion will then be suspended and the meeting participants will reconvene and complete the substantive portion of the meeting in private. The private portion of the meeting will be transcribed by a certified court reporter and the entire meeting will occur on the record. The transcript will become public record following the culmination of the case. When the private portion of the meeting concludes, the meeting will formally close thereafter in a public setting with the Board chair announcing its termination on the record in the School Board meeting chambers located at 1980 Landings Blvd.

**Gap Analysis** 

**Previous Outcomes** 

**Expected Outcomes** 

**Strategic Plan Goal** 

## **Recommendation**

To move to authorize a litigation strategy session regarding Sandibel Sears as Personal Representative of the Estate of Gage Crowley Sears Deceased vs. School Board of Sarasota County, Case No. 2022-CA-001756-NC, pursuant to Florida Statute section 286.011(8) to be held on October 15, 2024 at a time to be determined in order to conduct the private meeting.

#### **Contact Information**

PATRICK DUGGAN pduggan@shumaker.com

# **Financial Impact**

# **ATTACHMENTS:**

DescriptionUpload DateTypeReport9/24/2024Cover Memo

#### FLORIDA TRAFFIC CRASH REPORT

LONG FORM SHORT FORM UPDATE X

HIGHWAY SAFETY & MOTOR VEHICLES, TRAFFIC CRASH RECORDS NEIL KIRKMAN BUILDING, TALLAHASSEE, FL 32399-0537

(Electronic Version) Date of Crash Date of Report Invest. Agency Report Number HSMV Crash Report Number 10/Feb/2021 02:30 PM 10/Feb/2021 02:30 PM 28/Mar/2021 01:47 PM FHPF21OFF006428 88440968 **CRASH IDENTIFIERS** County Code Place or City of Crash Within City Limits Time Dispatched City Code County of Crash Γime Reported 10/Feb/2021 02:33 PM 10/Feb/2021 02:35 PM SARASOTA UNINCORPORATED No Time on Scene Time Cleared Scene Completed Reason (if Investigation NOT Completed) Notified By Yes 10/Feb/2021 03:35 PM 10/Feb/2021 06:23 Law Enforcement ROADWAY INFORMATION Crash Occured On Street, Road, Highway At Street Address# At Lattitude Longitude TUTTLE AVENUE -82.513946956905002 27.355955255005199 Or From Milepost # At Feet Or Miles Direction From Intersection With Street, Road, Highway 22ND STREET Road System Identifier Type Of Shoulder Type Of Intersection 5 Local 3 Curb 2 Four-Way Intersection CRASH INFORMATION (Check if Pictures Taken) Х light Condition Weather Condition Roadway Surface Condition School Bus Related Manner Of Collision 1 Daylight 1 Clear 3 Angle 1 Dry 2 Yes, School Bus Directly Involved Within Interchange First Harmful Event Type First Harmful Event First Harmful Event Location First Harmful Event Relation to Junction 14 Nο 1 On Roadway 2 Intersection Contributing Circumstances: Road Contributing Circumstances: Road Contributing Circumstances: Road 1 None Contributing Circumstances: Environment Contributing Circumstances: Environment Contributing Circumstances: Environment 1 None Work Zone Related Crash In Work Zone Type Of Work Zone Workers In Work Zone Law Enforcement In Work Zone 1 No VEHICLE (Check if Commercial) Vehicle Motor Vehicle Type Hit and Run Veh License Number Reg. Expires Permanent Reg. State 1 Vehicle in Transport 22/Apr/2021 JYARM06E2GA009278 1 1 No 34BME FL Year Make Model Style Color Extent of Damage Est. Damage Towed Due To Damage Vehicle Removed By Rotation Disabling Rotation JIM'S TOWING YAMA FZ07 MC 5000 2016 BLK Insurance Company Insurance Policy Number NONE PROVIDED 000 Name of Vehicle Owner (Check Box If Business) Current Address (Number and Street) City and State Zip Code **EZEQUIEL ARIÈL MORI-GOMEZ** MYAKKA CITY FL 44505 STATE ROAD 64 E 34251 Trailer One: License Number State Reg. Expires Permanent Reg. Year Make Length Axles Trailer License Number State Reg. Expires Permanent Reg. Year Make Length Axles Two: Vehicle Direction On Street, Road, Highway At Est. Speed Posted Speed Total Lanes Traveling North **TUTTLE AVENUE** CMV Configuration Cargo Body Type Area of Initial Impact Most Damaged Area 3 4 5 6 3 4 5 6 18. Undercarriage 18. Undercarriage Comm GVWR/GCWR Trailer Type (trailer one) Trailer Type (trailer two) 19. Overturn 19. Overturn 20. Windshield 20. Windshield Haz Mat. Placard Haz, Mat, Release Number Class 21. Trailer Motor Carrier Name US DOT Number Motor Carrier Address City and State Zip Code Phone Number Vehicle Defects (two) Comm/Non-Commercial Vehicle Body Type Vehicle Defects (one) Emergency Vehicle Use Speciual Function of MV 11 Motorcycle 1 None 1 No 1 No Special Function Roadway Alignment Vehicle Maneuver Action Most Harmful Event Most Harmful Event Detail Roadway Grade Trafficway 1 Straight Ahead 4 Two-Way, Divided, Positive Median Barrier 1 Level 1 Straight 2 Collision with Non-Fixed Object 14 Motor Vehicle in Transport Traffic Control Device For This Vehicle | First (1) Sequence of Events Second (2) Sequence of Events Third (3) Sequence of Events Fourth (4) Sequence of Events 2 Collision with Non-Fixed Object 1 No Controls 14 Motor Vehicle in Transport VEHICLE (Check if Commercial) Vehicle Motor Vehicle Type Hit and Run Veh License Number State Reg. Expires Permanent Reg. VIN 1 Vehicle in Transport COUN196185 Yes 4UZABRFC5JCJT2817 Make Extent of Damage Vehicle Removed By Rotation Year Model Style Color Est. Damage Towed Due To Damage Functional 2018 THOM **B2** BU UNK 2000 Insurance Policy Number Insurance Company **SELF INSURED** 0000

HSMV 90010 S Page 1 of 8

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	Moto	or Carr	ier Addre	ess						C	ity and Sta	te					Zip Co	ode	Phon	ie Number
Comm/Non-Co	mmercial	Vehic	le Body <sup>7</sup> <b>8 I</b>	Type <b>Bus</b>		Vehicle		(one) lone		Vehicl	e Defects	(two)		Er	nerge	ncy Ve 1 No	hicle Us o			ction of MV ial Function
Vehicle Maneuv 3 Turning		Traffic 4	way Two-Wa sitive Me	ay, Divi	ded,	Roadwa	y Grade 1 Leve		Roa	dway Alig				mful Eve		n-Fixed	- 1	st Harmful I		Detail in Transport
Traffic Control [	Dovice For					on of Even	ıte.	Sacono	1 (2) 50	quence c	of Events			Obje equence	ect			th (4) Sequ		
	No Controls		STIICIE IT	2 Col	llision v	with Non-F biect	Fixed	Second	ı (2) 3 <del>0</del>	quence c	II EVEITIS		(3) 36	quence	OI LV	CIIIS	l oui	ui (4) Sequ	ience	OI EVEIRS
				14 Mot		icle in Tra	nsport													
PERSON REC								•												
Person# Descri	iption <b>1 Driv</b> e	er		√ehicle 1	#  N	lame	GAG	E CROV	NLEY S	EARS			te of E 22/Ap	3irth r/ <b>1996</b>	Sex 1	Male	Phon	e Number		Re-Exam <b>No</b>
Address 3089 LOCK	WOOD MEA	ADOW	S BLVD	City	/	SAR	ASOTA			State		FL				Zip Co	de	34234		
Driver License			State			Expires			DL Type			End.			ıry Se		00 -1	Ejectio		
Restraint Syste	283961421 em	Air Ba	g Deploy	FL yed		lelmet Use 3 No He			Protection 2 No.		Seating L	1 Ye ocation 1 Left	Seat		ating L	ocation		1		oplicable ition Other
Drivers Actions								ns at Tim		ash (seco	nd)	i Leit		Driver Di	stract	ed By		Vision Ob		
Drivers Actions	at Time of 0			ed		Drive	rs Action	ns at Tim	ne of Cr	ash (four	th)			1 N Orivers C		stracte			n Not	Obscured
			, ,				141	I = 15		, IDAG	, lo ,		_	D T				known	-	T (D
Suspected Alco			ol Tested est Giver		onol Te	st Type ood		ol Test R Comple				3 Test Given			Drug Te <b>1 E</b>	st Type Blood	_ ~	Test Result Negative		
Source of Trans	sport to Med		acility	EM	S Agen	icy Name o	Name or ID EMS Run Number						Medical Facility Transported To							
PERSON REC	-																			
Person# Descri	iption 1 Drive		\	Vehicle	# N	lame	DOLL	GLAS V	/AN 09	TPOM			te of E	Birth 1/ <b>1947</b>	Sex	Male		e Number 16-435-191	12	Re-Exam <b>No</b>
Address	I DIIV	er		City			БОО	GLAS V	AN OS	State			i //Jui	11941		Zip Co		10-433-191		NO
	HOPE SOU	IND CI					ASOTA		DI T		In.	FL		lu				34238		
Driver License I <b>O236</b> <sup>7</sup>	Number 178472570		State	FL		Expires 17	/Jul/202		DL Type	1 A	Keq.	End. 1 Ye	es	Inju		verity 1 None	е	Ejectio 1		ected
Restraint Syste 3 Shoulder an Used	d Lap Belt		g Deploy Not App			lelmet Use		Eye F	Protection	on	Seating L	ocation 1 Left		Sea		₋ocatio 1 Fron		Seating	g Loca	tion Other
Drivers Actions	at Time of 0			n		Drive	rs Action	l ns at Tim	ne of Cr	ash (seco	ond)		1	Driver Di		ed By	ed	Vision Ob 1 Visio		on Obscured
Drivers Actions	at Time of 0	Crash	(third)			Drive	rs Action	ns at Tim	ne of Cr	ash (four	th)		1	Orivers C	Condit			L Crash <b>tly Norma</b> l	l	
Suspected Alco		11	ol Tested		ohol Te	st Type	Alcoho	ol Test R	Result	BAC	Suspecte 1	d Drug <b>No</b>	Use	Drug Te 1 Test			Drug Te	st Type	Drug	Test Result
Source of Trans			GIVAN	I			1			1	1								1	
	sport to Med	l dical Fa	<b>Given</b> acility	EM	S Agen	icy Name c	or ID			EMS Ru	l ın Number			Ме	dical I	acility	Transpo	orted To		
	Not Transpo	l dical Fa		EM	S Agen	icy Name c	or ID			EMS Ru	I ın Number			Ме	dical I	acility	Transpo	orted To		
1 N	ot Transpo	 dical Fa orted	acility	EM Vehicle 2		acy Name o		KAVIS I	KRYST		I ın Number	Dat	te of E		Sex	Facility  Male		Severity 1 None		Ejection 1 Not Ejected

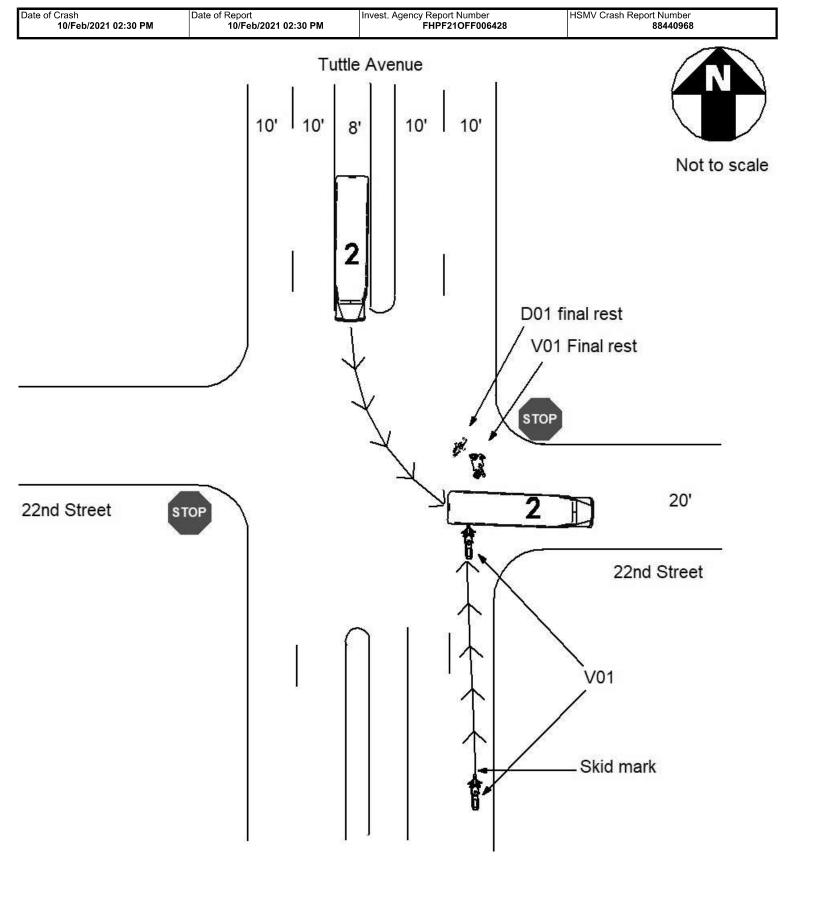
Date of Crash <b>10/Feb/2021 02:30 PM</b>	Date of Rep	ort Feb/2021 02:30 PM	l	nvest. Agency Re <b>F</b> H	eport Number I <b>PF21OFF006</b>	428	HSMV Crash Report Number 88440968					
Restraint System 6 Restraint Used -Type Unknown	oloyed Applicable	Helmet Use	Eye F	Protection	Seating Loca 7	ition Seat S	eating Location 77	Row	Seating I	Locati	on Other	
Source of Transport to Medical Facility  1 Not Transported	EMS A	gency Name or ID		EMS Ru	n Number	N	ledical Facility T	ransporte	ed To			
PERSON RECORD				•		<u>,                                      </u>						
Person# Description 31 3 Passenger	Vehicle # 2	Name A	LYANA	JONES		Date of Birth 10/Dec/2004	Sex 2 Female	Injury Se	everity <b>None</b>	E	jection 1 Not Ejected	
Address 3201 N ORAN	GE AVE	Ci	ity		SARASOT	- <b>A</b>	State F	L	Zip C	ode <b>34232</b>		
Restraint System  6 Restraint Used -Type Unknown  Air Bag De 1 Not A	oloyed Applicable	Helmet Use	Eye F	Protection	Seating Loca 7	ition Seat S	eating Location <b>77</b>	Row	Seating I	Locati	on Other	
Source of Transport to Medical Facility  1 Not Transported	EMS A	gency Name or ID		EMS Ru	n Number	N	ledical Facility T	ransporte	d To			
PERSON RECORD	ļ.			<b> </b>		ļ						
Person# Description 21 3 Passenger	Vehicle #	Name MA	ARCUS	WATERS		Date of Birth 20/Apr/2005	Sex 1 Male	Injury Se	everity None	E	jection 1 Not Ejected	
Address 3040 LEISU	RE PL	Ci	ity		SARASOT	-A		State F	ïL	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown  Air Bag De 1 Not A	oloyed <b>Applicable</b>	Helmet Use	Eye F	Protection	Seating Loca 7	ition Seat S	eating Location <b>77</b>	Row	Seating I	Locati	on Other	
Source of Transport to Medical Facility  1 Not Transported	EMS Ag	l gency Name or ID		EMS Ru	n Number	N	ledical Facility T	ransporte	d To			
PERSON RECORD												
Person# Description 10 3 Passenger	Vehicle #	Name WII	NSTON	MORGAN		Date of Birth 22/Oct/2002	Sex 1 Male	Injury Se	everity None	E	jection 1 Not Ejected	
Address 2124 N TU	TTLE	Ci	ity		SARASOT			State	L	Zip C	ode <b>34332</b>	
Restraint System	oloyed Applicable	Helmet Use	Eye F	Protection	Seating Loca	ition Seat S	eating Location	Row	Seating I	Locati	on Other	
Unknown  Source of Transport to Medical Facility  1 Not Transported	EMS Aç	gency Name or ID		EMS Ru	n Number	N	ledical Facility T	ransporte	d To			
PERSON RECORD												
Person# Description 17 3 Passenger	Vehicle # 2	Name JU	JAN GI	UERRERO		Date of Birth 27/Sep/2005	Sex 1 Male	Injury Se	everity <b>None</b>	E	jection 1 Not Ejected	
Address 1900 N TUTT	LE AVE	Ci	ity		SARASOT	- <b>A</b>		State F	L	Zip C	ode <b>34232</b>	
Restraint System	oloyed Applicable	Helmet Use	Eye F	Protection	Seating Loca 7	ition Seat S	eating Location <b>77</b>	Row	Seating I	Locati	on Other	
Source of Transport to Medical Facility  1 Not Transported	EMS Aç	gency Name or ID		EMS Ru	n Number	N	ledical Facility T	ransporte	d To			
PERSON RECORD				l l		"						
Person# Description 29 3 Passenger	Vehicle # 2	Name LEANDRO	) DE O	LIVEIRA SOBRA	AL	Date of Birth 20/May/2004	Sex 1 Male	Injury Se	everity <b>None</b>	E	jection 1 Not Ejected	
Address 1012 MERLIN L	AKES CIR	Ci	ity		SARASOT	^A		State F	L	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown 1 Not A	oloyed Applicable	Helmet Use	Eye F	Protection	Seating Loca	ition Seat S	eating Location <b>77</b>	Row	Seating I	Locati	on Other	
Source of Transport to Medical Facility  1 Not Transported	EMS A	gency Name or ID		EMS Ru	n Number	N	ledical Facility T	ransporte	l ed To			
PERSON RECORD												
Person# Description 23 3 Passenger	Vehicle #	Name MA	AGOLY	CORTES		Date of Birth 30/Dec/2005	Sex 2 Female	Injury Se	everity None	E	jection 1 Not Ejected	
Address 1027 MERTIN	LAKES	Ci	ity		SARASOT	- <b>A</b>		State F	ïL	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown Air Bag De 1 Not A	oloyed Applicable	Helmet Use	Eye F	Protection	Seating Loca 7	ition Seat S	eating Location <b>77</b>	Row	Seating I	Locati	on Other	

Date of (	Crash <b>10/Feb/2021 02:3</b> 0	0 PM	Date of Repo	Invest. A		eport Number PF21OFF006	428	HSMV Crast	HSMV Crash Report Number 88440968							
Source o	of Transport to Med 1 Not Transpo	•	EMS Ag	gency Name or ID			EMS Ru	n Number		Medical Facility T	edical Facility Transported To					
PERSO	N RECORD															
Person# 28	Description 3 Passer	nger	Vehicle # 2	Name	CAL	EB WES	Т		Date of Birth 21/Mar/200	Sex 1 Male	Injury Severity 1 None			Ejection 1 Not Ejected		
Address		MARLIN LA	KES CIR	1	City			SARASOT	'A		State F	EL .	Zip (	Code <b>34232</b>		
6 Restr	t System raint Used -Type Unknown	Air Bag Deplo 1 Not Ap	oyed oplicable	Helmet Use	Ey	Eye Protection S			ition Seat 7	Seating Location 77	Row	Row Seating Lo		tion Other		
Source o	of Transport to Med 1 Not Transpo	•	EMS Ag	l gency Name or ID			EMS Ru	l n Number		Medical Facility T	ransporte	ed To				
PERSO	N RECORD															
Person# <b>27</b>	Description 3 Passer	nger	Vehicle # 2	Name	AMIJ	JAH PETI	E		Date of Birth 26/Nov/200	Sex 1 Male	Injury So	everity <b>None</b>		Ejection 1 Not Ejected		
Address		650 NAPOLI	DR W		City			SARASOT	Ā	•	State F	-L	Zip (	Code <b>34232</b>		
6 Restr	t System raint Used -Type Unknown	Air Bag Deplo 1 Not Ap	oyed oplicable	Helmet Use	Ey	e Protection	on	Seating Loca 7	ition Seat 7	Seating Location <b>77</b>	Row	Seating	Locat	tion Other		
Source o	of Transport to Med 1 Not Transpo	,	EMS Ag	gency Name or ID			EMS Ru	n Number		Medical Facility T	ransporte	ed To				
PERSO	N RECORD				-						-					
Person# 13	Description 3 Passer	nger	Vehicle # 2	Name	MATEO	DEL AGI	JILO		Date of Birth 24/Aug/200	Sex 1 Male	Injury So	everity <b>None</b>		Ejection 1 Not Ejected		
Address		1000 DODGE	AVE	1	City			SARASOT	<u> </u> A		State F	-L	Zip (	Code <b>34232</b>		
6 Restr	t System raint Used -Type Unknown	Air Bag Deplo 1 Not Ap	oyed oplicable	Helmet Use	Ey	e Protection	on	Seating Loca	ition Seat 7	Seating Location 77	Row	Seating	Loca	tion Other		
Source o	of Transport to Med 1 Not Transpo	•	EMS Ag	l gency Name or ID			EMS Ru	n Number		Medical Facility T	ransporte	ed To				
PERSO	N RECORD															
	Description 3 Passer	nger	Vehicle #	Name	TYRE	SE BOY	D		Date of Birth 04/Mar/200	Sex 1 Male	Injury So	everity <b>None</b>		Ejection 1 Not Ejected		
Address		962 MADRAN	IO DR	1	City			SARASOT	<b>A</b>		State F		Zip (	Code <b>34232</b>		
6 Restr	raint Used -Type	Air Bag Deplo 1 Not Ap	oyed oplicable	Helmet Use	Eye Protection Seating Loc				ition Seat 7	Row	Seating	Loca	tion Other			
	Unknown of Transport to Med 1 Not Transpo	•	EMS Ag	gency Name or ID			EMS Ru	n Number		Medical Facility T	ransporte	ed To				
PERSO	N RECORD	-	-					-	-							
Person# <b>26</b>	Description 3 Passer	nger	Vehicle # 2	Name	ESTEFA	NIA COR	RTES		Date of Birth 21/Apr/200	Sex 2 Female	Injury So	everity <b>None</b>		Ejection 1 Not Ejected		
Address		MARLIN LA	KES CIR	1	City			SARASOT	^A		State F	-L	Zip (	Code <b>34232</b>		
6 Restr	t System raint Used -Type Unknown	Air Bag Deplo 1 Not Ap	oyed oplicable	Helmet Use	Еу	e Protection	on	Seating Loca 7	ition Seat 7	Seating Location 77	Row	Seating	Loca	tion Other		
	of Transport to Med 1 Not Transpo	•	EMS Ag	gency Name or ID			EMS Ru	n Number		Medical Facility T	ransporte	ed To				
			Vobials #	Nome					Date of Dial	le <sub>ev</sub>	Ini C	ovozit.		Figoties		
Person# 24	Description 3 Passer	nger	Vehicle # 2	Name	BREND	A ALENI	DAR		Date of Birth 30/Jun/200	Sex 2 Female	Injury Se 1	None		Ejection 1 Not Ejected		
Address		KWOOD ME	ADOWS		City			SARASOT	-A		State	-L	Zip (	Code <b>34232</b>		
6 Restr		Air Bag Depl		Helmet Use	Ey	e Protection	on	Seating Loca		n Row   Seating Location						
Source o	l of Transport to Med <b>1 Not Transpo</b>	•	EMS Ag	l gency Name or ID			EMS Ru	l n Number		Medical Facility T	ransporte	ed To				

Date of Crash 10/Feb/2021 02:30	PM	Date of Repo	ort Feb/2021 02:30 PN	И	Invest. Age		PF21OFF006	428	HSMV Crast	sh Report Number 88440968				
Person# Description 3 Passen	ger	Vehicle # 2	Name	CHARLI	ES COOPE	:R		Date of Birth 08/Aug/200	Sex 1 Male	Injury S	everity <b>None</b>	E	Ejection 1 Not Ejected	
Address 20	04 N TUTTLE	E AVE		City			SARASOT	Α		State	FL	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown	Air Bag Deplo 1 Not Ap	•	Helmet Use	Ey	e Protection	ļ	Seating Loca <b>7</b>		Seating Location 77	on Row Seating Location Other				
Source of Transport to Med  1 Not Transpo	•	EMS Ag	ency Name or ID		E	MS Run	Number		Medical Facility T	ransporte	ed To			
PERSON RECORD														
Person# Description 16 3 Passen	ger	Vehicle # 2	Name	MARK	GONZALEZ	Z		Date of Birth 30/Oct/200	Sex 1 Male	Injury S	everity <b>None</b>	E	Ejection 1 Not Ejected	
Address 19	00 N TUTTLE	E AVE		City			SARASOT			State <b>i</b>	FL	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown	Air Bag Deplo <b>1 Not Ap</b>	•	Helmet Use	Ey	e Protection	:	Seating Loca <b>7</b>		Seating Location 77	Row	Seating	Locati	on Other	
Source of Transport to Med  1 Not Transpo	•	EMS Ag	ency Name or ID		E	MS Run	Number		Medical Facility T	ransporte	ed To			
PERSON RECORD														
Person# Description 19 3 Passen	ger	Vehicle # 2	Name	AYLIN	RUVALCAB	BA		Date of Birth 25/Sep/200	Sex 2 Female	Injury S	everity <b>None</b>	E	jection 1 Not Ejected	
Address 18	312 N BRINK	AVE		City			SARASOT	A		State I	FL	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown	Air Bag Deplo 1 Not Ap	•	Helmet Use	Ey	e Protection	;	Seating Loca <b>7</b>		Seating Location 77	Row	Seating	Locati	on Other	
Source of Transport to Med  1 Not Transpo	•	EMS Ag	l ency Name or ID		E	MS Run	Number		Medical Facility T	ransporte	ed To			
PERSON RECORD					!			-						
Person# Description 3 Passen	ger	Vehicle # 2	Name <b>EVI</b>	LLY M	ENDES ARA	AUJO		Date of Birth 09/Jan/200	Sex 2 Female	Injury So	everity <b>None</b>	E	jection 1 Not Ejected	
Address 1008	MARLIN LA	KES CIR		City			SARASOT	A		State	FL	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown	Air Bag Deplo <b>1 Not Ap</b>	,	Helmet Use	Ey	e Protection	,	Seating Loca <b>7</b>		Seating Location 77	Row	Seating	Locati	on Other	
Source of Transport to Med  1 Not Transpo		EMS Ag	ency Name or ID		E	MS Run	Number		Medical Facility T	ransporte	ed To			
PERSON RECORD														
Person# Description 4 3 Passen	ger	Vehicle # 2	Name	CHEL	SIE LOUIS			Date of Birth 30/Dec/200	Sex 2 Female	Injury S	everity <b>None</b>	E	Ejection 1 Not Ejected	
	1 COVINGTO	ON DR		City			SARASOT		1	State <b>i</b>	FL	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown	Air Bag Deplo <b>1 Not Ap</b>	•	Helmet Use	Ey	e Protection	j	Seating Loca <b>7</b>		Seating Location 77	Row	Seating	Locati	on Other	
Source of Transport to Med  1 Not Transpo	•	EMS Ag	ency Name or ID	ļ.	E	MS Run	Number		Medical Facility T	ransporte	ed To			
PERSON RECORD		•			•			'						
Person# Description 6 3 Passen	ger	Vehicle # 2	Name	GIOVA	NNI ROMAI	N		Date of Birth 30/Mar/200	Sex 1 Male	Injury S	everity <b>None</b>	E	Ejection 1 Not Ejected	
Address 5754	DEER HOLL	OW LN W		City			SARASOT	Α	<b>,</b>	State I	FL	Zip C	ode <b>34232</b>	
Restraint System 6 Restraint Used -Type Unknown	Air Bag Deplo 1 Not Ap	•	Helmet Use	Ey	e Protection	;	Seating Loca <b>7</b>		Seating Location 77	Row	Seating	Locati	on Other	
Source of Transport to Med  1 Not Transpo	•	EMS Ag	ency Name or ID		E	MS Run	Number		Medical Facility T	ransporte	ed To			
PERSON RECORD					-									
Person# Description 3 Passen	ger	Vehicle # 2	Name	ALEXA	ANDER FIC	;		Date of Birth 28/Aug/200	Sex 1 Male	Injury S	everity <b>None</b>	E	Ejection 1 Not Ejected	
			1						1					

Date of Crash 10/Feb/2021 02:30 PM	Date of Repo	ort Feb/2021 02:30 PM	1	Invest. Agency R	eport Number IPF21OFF006	428	HSMV Crash	HSMV Crash Report Number 88440968				
Address 1217 WILLIS	AVE		City		SARASOT	ΓΑ		State F	L	Zip Code <b>34232</b>		
Restraint System 6 Restraint Used -Type Unknown  Air Bag Deple 1 Not Ap	•	Helmet Use	Eye	Protection	Seating Loca 7	tion Seat 5	Seating Location 77	Row	Seating	Location Other		
Source of Transport to Medical Facility  1 Not Transported	EMS Ag	ency Name or ID		Medical Facility T	Transported To							
PERSON RECORD												
Person# Description 15 3 Passenger	Vehicle # 2	Name	вовву	Y FIELDS		Date of Birth 12/Mar/2003	Sex 1 Male	Injury Se	everity None	Ejection 1 Not Ejected		
Address 2132 TUTTLE	AVE		City		SARASOT	ΓΑ		State F	L	Zip Code <b>34232</b>		
Restraint System 6 Restraint Used -Type Unknown  Air Bag Deple 1 Not Ap	oyed oplicable	Helmet Use	Eye	Protection	Seating Loca	tion Seat	Seating Location 77	Row	Seating	Location Other		
Source of Transport to Medical Facility  1 Not Transported	EMS Ag	ency Name or ID		EMS Ru	ın Number	N	Medical Facility T	ransporte	ed To			
PERSON RECORD				'		1						
Person# Description 32 3 Passenger	Vehicle # 2	Name	KALEE	3 STONE		Date of Birth 24/Jul/2005	Sex 1 Male	Injury Se	everity None	Ejection 1 Not Ejected		
Address 1052 MARLIN LA	KES CIR		City		SARASOT	ΓΑ		State F	L	Zip Code <b>34232</b>		
Restraint System  6 Restraint Used -Type Unknown	•	Helmet Use	Eye	Protection	Seating Loca	ation Seat	Seating Location 77	Row	Seating	Location Other		
Source of Transport to Medical Facility	EMS Ag	ency Name or ID		EMS Ru	ın Number	<u> </u>	Medical Facility T	ransporte	d To			
1 Not Transported		,					,	•				
PERSON RECORD				·								
Person# Description 20 3 Passenger	Vehicle # 2	Name A	ZARIAH	SUMMERS		Date of Birth 13/Oct/2005	Sex 2 Female	Injury Se	None	Ejection 1 Not Ejected	ı	
Address 3140 BERNADE	TTE LN		City		SARASOT	Γ <b>A</b>		State F	L	Zip Code <b>34232</b>		
Restraint System	•	Helmet Use	Eye	Protection	Seating Loca 7	ation Seat	Seating Location 77	Row	Seating	Location Other		
Source of Transport to Medical Facility  1 Not Transported	EMS Ag	l ency Name or ID		EMS Ru	ın Number	1	Medical Facility T	ransporte	l ed To			
PERSON RECORD												
Person# Description 11 3 Passenger	Vehicle # 2	Name	TINIA	MORGAN		Date of Birth 12/Oct/2004	Sex 2 Female	Injury Se	everity None	Ejection 1 Not Ejected		
Address 2124 N TUT	ΓLE		City		SARASOT	ΓΑ		State F	L	Zip Code <b>34232</b>		
Restraint System  6 Restraint Used -Type Unknown	•	Helmet Use	Eye	Protection	Seating Loca	ation Seat	Seating Location 77	Row	Seating	Location Other		
Source of Transport to Medical Facility  1 Not Transported	EMS Ag	l ency Name or ID		EMS Ru	ın Number	1	Medical Facility T	ransporte	l ed To			
PERSON RECORD												
Person# Description 7 3 Passenger	Vehicle # 2	Name	DIANA	VARNEY		Date of Birth 28/Jun/2005	Sex 2 Female	Injury Se	everity None	Ejection 1 Not Ejected		
Address 1516 FAWNWO	OD CIR		City		SARASOT	<u> </u> Г <b>А</b>		State F	L	Zip Code 34232		
Restraint System  6 Restraint Used -Type Unknown	oyed oplicable	Helmet Use	Eye	Protection	Seating Loca	ition Seat	Seating Location 77	Row	Seating	Location Other		
Source of Transport to Medical Facility  1 Not Transported	EMS Ag	ency Name or ID		EMS Ru	un Number	1	Medical Facility T	ransporte	l ed To			
PERSON RECORD												
Person# Description 3 Passenger	Vehicle # 2	Name Ti	HOMAS	WERBELOW		Date of Birth 06/Oct/2003	Sex 1 Male	Injury Se	everity None	Ejection 1 Not Ejected		
Address 5445 11 S	<u>.                                    </u>		City		SARASOT	<u>Ι</u> Γ <b>A</b>		State F	ïL	Zip Code 34232		

Date of 0	Drash <b>10/Feb/2021 02:</b> 3	0 PM	Date of Repo	ort Feb/2021 02:30 PN	И	Invest. A		eport Numl		ŀ	HSMV Crash Report Number 88440968				
6 Restr	t System aint Used -Type Unknown	Air Bag Depl 1 Not A	oyed pplicable	Helmet Use	Ey	e Protectio	on	Seating L	ocation Seat 77	Seati	ing Location	Row	Seating L	ocation Other	
Source o	of Transport to Med 1 Not Transpo	•	EMS Ag	lency Name or ID			EMS Ru	n Number		Medi	cal Facility <sup>·</sup>	Transport	ed To		
PERSO	N RECORD														
Person# <b>14</b>	Description 3 Passe	nger	Vehicle # 2	Name	ADRIANA EVANS				Date of Birt 08/Jun/2	Sex Injury So 2 Female 1		everity <b>None</b>	Ejection 1 Not Ejected		
Address		2107 DODGE	AVE	1	City							State I	-L	Zip Code <b>34232</b>	
6 Restr	t System aint Used -Type Unknown	Air Bag Depl 1 Not A	oyed pplicable	Helmet Use	Ey	e Protectio	on	Seating L	ocation Seat 77	ing Locatior <b>77</b>	Row	Seating I	ocation Other		
Source c	of Transport to Me	•	EMS Ag	l jency Name or ID			EMS Ru	n Number		Medi	cal Facility	Transport	ed To		
PERSO	N RECORD		'												
Person#	Description 3 Passe								Date of Birth Sex 8 Unk			Injury S	everity <b>None</b>	Ejection 1 Not Ejected	
Address		3012 LEISUR	RE PL		City				ОТА			State I	-L	Zip Code <b>34232</b>	
6 Restr	t System aint Used -Type Unknown	Air Bag Depl 1 Not A	oyed pplicable	Helmet Use	Eye Protection Seating			Seating L	ocation Seat 77	ting Location Row 77		Seating L	ocation Other		
Source c	of Transport to Med 1 Not Transport	•	EMS Ag	jency Name or ID			EMS Ru	n Number		Medi	cal Facility	Transport	ed To		
PERSO	N RECORD														
Person# 5	Description 3 Passe	nger	Vehicle # 2	Name	RYD	RYDER MOCK			Date of Birth Se 23/Nov/2003		Sex Injury Se		everity <b>None</b>	Ejection 1 Not Ejected	
Address	5711	DEER HOLL	OW LN W	I	City			SARAS	ASOTA			State FL		Zip Code 34332	
6 Restr	t System aint Used -Type Unknown	Air Bag Depl 1 Not A	oyed pplicable	Helmet Use	Ey	e Protectio	on	Seating L	ocation Seat 77	Seati	ing Location	Row	Seating L	ocation Other	
Source o	of Transport to Me	•	EMS Ag	l Jency Name or ID			EMS Ru	n Number		Medi	cal Facility	Transport	ed To		
WITNES	SSES									•					
Name ST	ARLET LEE MCN	IEELY	Address	4317 BRAZILNUT	IT AVE			SARASOTA			State FL		Zi	p Code <b>34234</b>	
NARRA	TIVE														
ID Numb 4824 V01 was intersect	TPR C.D. V traveling north o tion of 22nd Stree	VALKER on Tuttle Ave et. V02 made	F FLonus	Officer Agency ORIDA HIGHWAY ht lane, approach to 22nd Street. T	PATRO ning 22r he front	nd Street. \ t of V01 co	′51-8350 V02 (Sch Ilided wi	Feb 11, ool Bus) v	2021 vas traveling s r right side of \	outh or /02 in t	n Tuttle Av	enue in tl	ne left turr t lane of T	n lane at the uttle Avenue.	
of the dr	sion caused the iver of V01. V02 o lebris in the area	came to a cor	ntrolled stop	ited from V01 and on 22nd Street fa	l he can icing ea	ne to final st, east of	rest in sa the inter	aid right la rsection. T	ine. V01 came 'here was a ski	to final d mark	rest facing observed	north in in the are	said right a of this o	l lane just south crash. There was	
passeng	ers on V02 is unl	known.	· ·	on V02, however t	hey hac	d been rem	oved fro	om V02 and	d released fron	n the so	cene upon	my arriva	ıl. The exa	ct seating of the	
Date of E Date of I Iime of I Pronoun	Deceased: Gage Birth: 04/22/1996 Death: 02/10/2021 Death: 2:36 PM Iced By: Paramed	lic Adam Net		ta County Fire an	ıd Resci	ue									
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ID Numb 3376		ime OGUSKY	Troop / Post F FL	Officer Agency ORIDA HIGHWAY	PATR	Phone Num OL 941-7	nber Da 751-8350	ate Create Mar 28,	d 2021						
On 3/24/2 substand	2021, D-1's toxico ce were detected	ology results . This report	were obtaine has been upo	ed. The results we dated to reflect th	ere posi le chanç	itive for Ete ges to D-1.	OH for b	lood (0.02	g/dL) and urine	e (0.04 <u></u>	g/dL). No c	hemical a	and or cor	trolled	
REPOR	TING OFFICER	\													
ID/Badge	Rank an	d Name	C	ו						Department FHP					





# October 1, 2024 Board Meeting

Agenda Item 29.

#### Title

APPROVAL OF REVISED POLICY 3.90-CHARTER SCHOOLS

#### **Description**

This policy has been revised with many changes to ensure compliance with State Law and FL DOE Rule. Changes include removing outdated deadlines and information on what applications contracts should contain, and reference the standard application form and contract prepared by FL DOE, updating information on renewal, nonrenewal, and termination of a charter, alignment with State Statutes on accountability and student achievement, updating requirements for a representative of the governing board of a charter school that has earned a "D" or "F" grade to appear before the sponsor and submit a school improvement plan, incorporating the requirement that the District provide required funding to charter schools if a millage levy is approved by voters through a referendum, and updating reporting requirements for charter schools.

#### **Gap Analysis**

This policy was impacted by recent legislative changes.

#### **Previous Outcomes**

This policy was last approved in 2018.

#### **Expected Outcomes**

When approved, District procedures will be revised to allow for proper implementation of the policy.

### **Strategic Plan Goal**

Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

## Recommendation

That revised Policy 3.90-Charter Schools be approved as presented.

#### **Contact Information**

CHRIS PARENTEAU chris.parenteau@sarasotacountyschools.net CRAIG MANIGLIA craig.maniglia@sarasotacountyschools.net MICHAEL KEMP michael.kemp@sarasotacountyschools.net

## Financial Impact

N/A

#### **ATTACHMENTS:**

Description Upload Date Type

<u>Charter Schools</u> 9/17/2024 Cover Memo

## **CHARTER SCHOOLS**

3.90

All charter schools in Florida are public schools and are part of the state's program of public education. Charter schools are one of the school choice options available to parents. Pursuant to Florida Statutes, the Sarasota County School Board or Charter School Review Commission (CSRC) shall authorize charter schools through a rigorous standards-based approval process and. For School Board or CSRC approved charters, the district shall monitor the charter school in its progress towards its established student performance goals, monitor adherence to the charter and statutory requirements, and maintain accountability for allocated resources. The district will collaborate with and offer guidance to charter schools to support their efforts to provide students with access to a quality education in a safe learning environment.

- I. Eligibility to Apply for a Charter School, pursuant to F.S. 1002.33:
  - A. A proposal for a new charter school may be made by an individual, teachers, parents, group of individuals, a municipality, or any legal entity organized under the laws of the state of Florida. The school shall organize as a nonprofit organization prior to receiving approval as a charter school with the School Board.
  - B. Applications may be submitted for a charter school including a collegiate charter school, a conversion charter school, a school-within-a-school charter, a virtual charter, a replication charter or a high-performing replication charter school, pursuant to s.1002.33 and following the state and district procedural requirements for submitting the application.
  - C. Private schools, parochial schools and home education schools are not eligible for charter status. A charter school may not be affiliated with a

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nonpublic sectarian school or religious institution and shall be nonsectarian

in programs, admission policies, employment practices and operations.

II. Timeline for the Application and Approval Process

A. The School Board shall annually accept charter school applications for

proposals to open a charter school at a time determined by the applicant

and specified in the charter, using the standard application form prepared

by the Florida Department of Education.

B. Applications shall be approved or denied by majority vote of the School

Board no later than ninety (90) calendar days after the application has been

received.

C. The School District and the applicant may mutually agree in writing to

postpone the vote to a specific date beyond the ninety (90) calendar days.

D. Within thirty (30) days of approving a charter school application, the District

shall provide an initial proposed charter contract to the charter school. The

applicant and the District shall have forty (40) days thereafter to negotiate

the charter and provide notice for final approval of the charter contract,

unless both parties agree to an extension.

E. The charter contract shall be approved by majority vote of the School Board

and the charter school's governing board. Should the two boards be unable

to reach agreement on the charter, the parties shall adhere to the provisions

of F.S. 1002.33 related to mediation and/or dispute resolution through the

Division of Administrative Hearings.

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- F. If an application is denied, the School Board shall notify the applicant within ten (10) calendar days after such denial and specify in writing the reasons for the denial of the application and shall provide the letter of denial and supporting documentation to the applicant and to the Department of Education.
- G. Pursuant to the timelines and procedures in F.S. 1002.33(6)(c) the applicant may appeal a School Board denial of their application to the State Board of Education no later than 30 calendar days after the receipt of the District 's notification of denial. The applicant shall notify the District of its appeal.
- III. Application Requirements and District Review Process
  - A. Charter school applications are subject to the requirements of the Model Florida Charter School Application and F.S. 1002.33(6)
  - B. All timely submitted applications accepted by the sponsor will be reviewed and evaluated based on compliance with F.S. 1002.33, and the degree to which the application meets the standards and criteria delineated in the Florida Charter School Application Evaluation Instrument.
  - C. All charter school applications and proposal materials submitted to the
     District become public records pursuant to Chapter 119, Florida Statutes.
  - D. The Superintendent may establish a District Charter Review Committee (CRC) to process, review and evaluate applications and present evaluation findings.

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- The District CRC committee membership is determined annually by the Superintendent or designee. The District CRC membership includes district and school-based staff with expertise in the areas addressed in the application. The District CRC may also include parents or community representatives.
- 2. The District CRC shall use the Florida Charter School Application Evaluation Instrument to identify strengths and deficiencies in the written application, appendices, historical performance, and/or other areas that require clarification to fully evaluate the quality of the application or the capacity of the applicant to properly implement the proposed plan.
- 3. Before final approval or denial of an application, the District shall notify the applicant in writing if minor technical or non-substantive corrections need to be made or signatures need to be added if the errors may cause denial of the application. Upon written notification, the applicant will be allowed at least seven (7) calendar days to make and submit the corrections. This process may not be used by the applicant to make substantive changes or submit new information or make any revisions that would constitute a substantial or material amendment to the original submitted application.
- 4. The District CRC may conduct a capacity interview with the applicant and the proposed school's founding/governing board members (or Board of Directors) in order to corroborate information provided in the written application and to assess the capacity of the

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school's board members to operate a successful charter school.

- a. There is no statutory requirement for the applicant to participate in the capacity interview session.
- b. Any information or evidence from the capacity interview that is used by the District CRC to support the evaluation of the application must be properly documented by means of a recording or transcript.
- c. The District CRC may, at its sole discretion, evaluate the application without any additional input from the applicant if the majority of the founding governing board members of the prospective charter school are not present or do not participate in the interview.
- 5. The District CRC shall submit a final charter school application evaluation report to the Superintendent. The Superintendent shall present the report to the School Board for action to approve or deny the application.

#### IV. Charter Contract

- A. The terms and conditions for the operation of a charter school shall be set forth by the School Board and the charter school's governing board in a written contractual agreement, called a charter.
- B. The district shall use the Florida Standard Charter Contract or Florida Standard Charter Renewal Contract. Any variation from the Standard Contract shall require mutual written agreement from the School Board

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and charter school's governing board.

- C. The charter application and any addenda related to the application approval process are part of the charter.
- The District may require other information as required by statute or Florida
   Department of Education Rule.

#### V. Charter Renewals

- A. Prior to renewal of a charter, the sponsor shall perform a program review to evaluate the following:
  - 1. The level of success of the current academic program;
  - 2. Achievement of the goals and objectives required by State accountability standards and successful accomplishment of the criteria under F.S. 1002.33;
  - 3. The viability of the organization;

3.

- 4. Compliance with terms of the charter; and
- 5. That none of the statutory grounds for non-renewal exist.
- B. Any charter school seeking renewal shall be required to complete a charter renewal application and undergo the Sponsor's renewal process.
   The charter renewal application shall include supporting documentation for items 1-5 above.

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C. Renewals shall be for a term of no less than five (5) years unless a longer term is mutually agreed upon, required or allowed by law. Upon approval, the charter contract will be renewed following the charter negotiation process. Charter schools that are not granted a renewal may appeal by following the non-renewal appeal process.

## VI. Nonrenewal or Termination of Charter

- A. At the end of the term of a charter, the School Board may choose not to renew the charter if the School Board finds that one of the grounds set forth below exists by clear and convincing evidence:
  - Failure to participate in the state's accountability system or failure to meet the requirements for student performance stated in the charter;
  - 2. Failure to meet generally accepted standards of financial management;
  - 3. Material violation of law;
- B. A charter may be terminated immediately if the sponsor sets forth in writing the particular facts and circumstances indicating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists.
- C. At least ninety (90) days prior to renewing, nonrenewing or terminating a charter, unless a state of emergency exists, the School Board shall notify the governing body of the school of the proposed action in writing, detailing the grounds for the action and stipulating that a request for a hearing may

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be requested within fourteen (14) calendar days of receipt of the notice. The hearing shall be conducted by an administrative law judge assigned by the Division of Administrative Hearings within 90 days after receipt of the request for a hearing and in accordance with Chapter 120.

- D. In the event a charter is not renewed or is terminated, the School District may assume the operation of the school, or the school shall be dissolved and students assigned to other public schools.
- E. When a charter is not renewed or is terminated, the school shall be dissolved under the provisions of law under which the school was organized, and any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school shall revert to the sponsor. Capital outlay funds provided pursuant to s. 1013.62 and federal charter school program grant funds that are unencumbered shall revert to the department to be redistributed among eligible charter schools. In the event a charter school is dissolved or is otherwise terminated, all sponsor property 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 charter school, property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the sponsor's request, until any appeal status is resolved.
- F. If a charter school is not renewed or is terminated, the governing body of the charter school is responsible for all debts of the charter school. The Page 8 of 23 SARASOTA 3.90

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District shall not assume the debt from any contract for services made between the

governing body of the school and a third party, except for a debt that is previously detailed and agreed upon in writing by both the governing board of the school and the School Board and that may not reasonably be assumed to have been satisfied by the District.

VII. Academic Accountability and Student Achievement

The Charter School must meet all state academic accountability and student achievement requirements as outlined in F.S. 1002.33 and the school's charter.

- A. The charter school may opt to submit its academic achievement goals in an annual School Improvement Plan each year of the Contract in accordance with and as outlined in the District's School Improvement Plan guidelines for establishing goals and the timeline for review and approval.
  - The charter school may submit the School Improvement Plan in the same format as used by other District schools or in a different format mutually agreed to by the charter school and the District.
  - The charter school shall notify the District in writing by May 1<sup>st</sup> of each year if the school elects not to implement a School Improvement Plan.
  - 3. Charter schools that have contracts in excess of four years and choose not to develop and implement a School Improvement Plan, unless required to do so pursuant to section 1002.33(9)(n), F.S.,

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shall submit proposed academic achievement goals for five years and resubmit every four years using the same parameters for achievement goals set forth in the charter.

- B. The director and a representative of the governing board of a charter school that has earned a grade of "D" or "F" pursuant to s. 1008.34 or is identified as ATSI, TSI, or CSI, shall appear before the sponsor to present information concerning each contract component having noted deficiencies. The director and a representative of the governing board shall submit to the sponsor for approval a school improvement plan to raise student performance. Upon approval by the sponsor, the charter school shall begin implementation of the school improvement plan. The department shall offer technical assistance and training to the charter school and its governing board and establish guidelines for developing, submitting, and approving such plans.
- C. The Superintendent or designee shall review the proposed academic achievement goals within 30 days of receipt and shall either accept the proposed goals as presented or provide a written explanation for the District's recommended revisions to the proposed goals. If the charter school and the District cannot agree on the academic achievement goals either party may request mediation pursuant to 1002.33, F.S.

## VIII. Other Charter School Requirements

A. A charter school shall be nonsectarian in its programs, admission policies, employment practices, and operations.

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- B. A charter school shall maintain all financial records in a manner consistent with F.S. 1002.33(9)(g).
- C. Tuition Prohibition. A charter school shall not charge tuition or fees, except those fees normally charged by other public schools. However, a charter lab school may charge a student activity and service fee as authorized by s. 1002.32(5).
- D. Length of School Year. A charter school shall meet the instructional hours requirements in accordance with F.S. 1011.61.
- E. School Calendar. If the school will not follow the Sponsor's school calendar, the school shall notify the Sponsor in writing by May 1<sup>st</sup> of each year and provide the Sponsor with the school's calendar for the following school year.
- F. Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to s. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.
- G. \*\*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

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school, the contract for services between the management organization and the governing board shall be provided to the District and attached as an appendix to the charter contract. Any contract between the management organization and the school must ensure that:

- 1. 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. The contracts must provide that the management company/education service provider must comply with the school's charter contract with the District. Additionally, all management company/education service provider contracts with charter schools shall contain clearly defined performance indicators for evaluating the management company/education service provider, initial contract execution date.
- All public funds paid to the school will be paid to, and controlled by, the governing board, which in turn will pay the management organization for successful provision of services.
- 3. Any default or breach of the terms of the contract by the management company shall constitute a default or breach under the terms of the contract between the school and District.
- H. Education Program and Curriculum. Any material change to a charter school's current education program and/or curriculum and/or any material change to what is described in the approved Application or Charter requires Sponsor approval and shall be submitted to the Sponsor for consideration by May 1st in any given year for the subsequent school year.

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- I. A charter school may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes, and as specified in the Charter Application. Changes to the school's criteria for admissions and/or eligibility for enrollment must be submitted to the Sponsor for approval 60 days prior to the registration and enrollment period for the subsequent school year.
- J. A charter school will not conduct routine or random drug testing of students for any purpose\*\*\*.

## K. Professional Learning

- A charter school is responsible for ensuring that all administrators, student support personnel and all full-time instructional personnel are trained in the most relevant components of the school's staff development plan, which must address federal and state requirements, as applicable.
- 2. Professional learning and training needs shall be based on student achievement and other student outcome data as well as be aligned to the needs of the individual employee based on the results of the teacher/principal evaluation results.
- 3. Employees of a charter school may participate in professional learning 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.

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IX. Rule Exemptions

A charter school shall be exempt from all School Board policies except those

pertaining to health, safety, civil rights, financial records, accountability related to

student enrollment reports, financial audits, and collective bargaining agreements

if the staff chooses to remain part of the District bargaining unit(s).

X. Governance

A. The governing board of the charter school shall annually adopt and maintain

an operating budget which shall be provided to the sponsor no later than

thirty (30) days prior to the opening of school each year.

B. The governing board of the charter school shall exercise continuing

oversight over charter school operation.

C. The governing body shall participate in governance training approved by

the Department of Education.

D. The governing board of the charter school shall report its progress annually

to the sponsor which shall forward the report to the Commissioner of

Education at the same time as other annual school accountability reports.

The annual report shall be submitted in a format provided by the

Department of Education consistent with F.S. 1002.33.

XI. Human Resources and Personnel Options

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- A. A charter school shall select its own employees. A charter school may contract with its sponsor for the services of personnel employed by the sponsor.
- B. Charter school employees may bargain collectively as a separate unit or as part of the existing applicable District collective bargaining unit(s).
- C. If teachers at a charter school choose to be a part of a professional group that subcontracts with the charter school to operate the instructional program under the auspices of a partnership or cooperative that they collectively own, they shall not be considered public employees.
- D. Employees of the School District may take leave to accept employment in a charter school upon the approval of the School Board and may maintain seniority accrued in the School District. They may continue to be covered by the benefit program of the School District only if the charter school and the School Board agree to the arrangement and its financing.
- E. Teachers employed or under contract to a charter school shall be certified, as required by Florida Statutes or if not certified, contracted with according to the provisions defined in Florida Statutes.
- F. A charter school may not knowingly employ an individual to provide instructional services if the individual's certification or licensure as an educator is suspended or revoked in Florida or any other state. A charter school may not knowingly employ an individual who has resigned from a school district in lieu of disciplinary action or who has been dismissed for just cause by any School District.

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- G. The charter school shall conduct screenings and employment history checks, as required by law, on candidates for instructional and administrative positions that require direct contact with students.
- H. All governing board members and employees of a charter school shall be fingerprinted and shall undergo a background screening as provided for in Florida Statutes.
- I. The governing body of a charter school may elect to participate in the Florida Retirement System after proper application and approval under Florida Statutes.
- J. The charter school shall disclose to the School District the employees of the charter school who are related to the owner, board of directors, president, superintendent, school administrator or other person with decision making authority at the charter school.
- K. A charter school shall comply with the restriction on employment of relatives provisions included in section 1002.33(24), Florida Statutes.
- L. A charter school shall comply with section 1012.34, Florida Statutes, related to performance evaluation requirements for charter school instructional personnel and school administrators. A charter school shall notify the District by May 1<sup>st</sup> of each school year as to the school's intent to follow the District's Instructional Personnel and School Administrators Evaluation System or if the school will adopt their own performance evaluation system for implementation in the subsequent school year.

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## XII. Exemptions from Statutes

- A. A charter school shall operate in accordance with its charter and shall be exempt from all statutes in chapters 1000-1013 with the exception of:
  - 1. Statutes specifically applying to charter schools;
  - Statutes relating to the student assessment program and the school grading system;
  - Statutes pertaining to provision of services to student with disabilities;
  - 4. Statutes pertaining to civil rights, including F.S. 1000.05 relating to discrimination
  - 5. Statutes relating to student health, safety and welfare.
- B. Charter schools will also be in compliance with the following statutes:
  - Section 286.011 relating to public meetings and records, public inspection and criminal and civil penalties;
  - 2. Chapter 119 relating to public records;
  - Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to s. 1003.03 shall be the average at the school level;

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- 4. Section 1012.22(1)(c), relating to compensation and salary schedules;
- 5. Section 1012.33(5), relating to workforce reductions;
- 6. Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011;
- 7. Section 1012.34, relating to the substantive requirements for performance evaluations for instructional personnel and school administrators.
- 8. Section 1006.12, relating to safe-school officers.
- 9. Section 1006.07(7), relating to threat management teams.
- 10. Section 1006.07(9), relating to School Environmental Safety Incident Reporting.
- 11. Section 1006.07(10), relating to reporting of involuntary examinations.
- 12. Section 1006.1493, relating to the Florida Safe Schools Assessment Tool.
- 13. Section 1006.07(6)(d), relating to adopting an active assailant response plan.
- 14. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool.
- 15. Section 1012.584, relating to youth mental health awareness and assistance training.

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16. Section 1001.42(4)(f)2., relating to middle school and high school start times. A charter school-in-the-workplace is exempt from this requirement.

## XIII. Funding

Students enrolled in a charter school shall be funded the same as students enrolled in a basic or special program in any other public school in the District.

- A. Each charter school shall report its student enrollment to the District School Board as required by Florida Statutes and School Board policy and procedures. The School Board shall include each charter school's enrollment in the District's report of students.
- B. Charter schools whose students or programs meet the eligibility criteria in law shall be entitled to their proportionate share of all Florida Education Finance Program and General Appropriations Act funds, gross state and local funds, discretionary funds, categorical program funds and federal funds. Total funding for each charter school will be recalculated during the year to adjust for the actual weighted-full time equivalent and eligible students reported by the school and the revised calculations under the Florida Education Finance Program, following the October and February Full Time Equivalent (FTE) counts.
- C. Any administrative fee charged by the School District to the charter school shall be no more than five percent (5%) of the available funds defined in XIII.B. The District may only withhold an administrative fee for enrollment up to and including two hundred fifty (250) students. The District may only

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withhold an administrative fee for enrollment up to and including five hundred (500) students within a system of charter schools that meets designated criteria. Administering the contract includes providing technical assistance, monitoring policy compliance and processing financial, student and other records or required reports. This does not include contract(s) for other specific services to staff or student participation in the benefit packages or other special programs. The fees for these services will be negotiated and will be determined on an actual cost basis.

- D. The District shall ensure that charter schools receive timely and efficient reimbursement, including processing paperwork required to access special state and federal funding for which the charter school may be eligible. Payments of funds under paragraph (b) shall be made monthly or twice a month, beginning with the start of the sponsor's fiscal year. Each payment shall be one-twelfth, or one twenty-fourth, as applicable, of the total state and local funds described in paragraph (b) and adjusted as set forth therein. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to charter schools for the remainder of the school fiscal year with payment issued no later than ten (10) working days after receipt of funding or the District shall pay a penalty of one percent (1%) interest per month. Under no circumstances will the School District advance funds before a charter school is open, but the School Board may approve a charter before the applicant has secured space, equipment, or personnel if the applicant indicates approval is necessary for it to raise working capital.
- E. Millage Levy, if applicable. The District shall provide additional funding to a charter school if a millage levy is approved by voters through a

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referendum.

XIV. Facilities Requirement

A charter school shall utilize facilities which comply with the Florida Building

Code adopted pursuant to Florida Statutes, the Florida Fire Prevention

Code pursuant to Florida Statutes and the comprehensive land use plan as

adopted by the authority in who jurisdiction the facility is located. A

certificate of occupancy may be required by the School District within fifteen

(15) days of the opening of school.

XV. Services

A. Goods and services made available to charter schools through contract with

the School District shall be provided at a rate no greater than the District's

actual cost unless mutually agreed upon by the district and the charter

school.

XVI. Monitoring and Review

A. The Superintendent, or designee, shall have ongoing responsibility for

monitoring the health, safety and well-being of students and the fiscal

responsibility of all approved charter schools. The Superintendent, the

Superintendent's designee, other District personnel and all School Board

members shall have free and open access to the charter school at all times.

B. The charter school shall submit a monthly financial report to the School

District no later than the last day of the month following the month being

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**SARASOTA 3.90** 

Revised: 12/07/04, 01/18/05,

10/17/06, 12/11/07,

reported. Financial reports for schools designated by the state as highperforming charter schools shall be submitted quarterly as provided by Florida law.

- C. The governing body of the charter school shall report its progress annually to its sponsor, which shall forward the report to the Commissioner of Education at the same time as other annual school accountability reports. The Department of Education shall develop a uniform, online annual accountability report to be completed by charter schools. This report shall be easy to utilize and contain demographic information, student performance data, and financial accountability information. A charter school shall not be required to provide information and data that is duplicative and already in the possession of the department.
- D. If a deteriorating financial condition is identified, the School District shall notify the governing board of the charter school and the Commissioner of Education within seven (7) business days. The governing board and District shall develop a corrective action plan and submit the plan to the Commissioner of Education within thirty (30) business days after notifying the charter school.
- E. If a certified public accountant or an auditor finds that a charter school is in a state of financial emergency, the charter school shall file a detailed financial recovery plan with the District and Commissioner of Education no later than thirty (30) days after receipt of the audit. The Superintendent or designee shall monitor implementation of the recovery plan.
- F. Additionally, the Superintendent or designee shall regularly monitor

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Revised: 12/07/04, 01/18/05,

charter school compliance with charter requirements.

XVII. Immunity

For the purposes of tort liability, the governing body and employees of a charter school shall be governed by Florida Statutes. The School Board shall assume no liability for actions of the governing body of the charter schools or its employees.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED:

120.68, 1001.02, 1001.43, 1002.33, 1002.331,

1002.345, 1002.45, 1002.455, 1013.62, F.S.

STATE BOARD OF EDUCATION RULE:

6A-6.0781, 6A-6.0785, 6A-6.0787

**HISTORY:** 

**ADOPTED: 12/07/04** 

**REVISION DATE(S): 12/07/04, 01/18/05, 10/17/06, 12/11/07,** 

09/01/09, 02/15/11, 06/05/18, 06/2024

FORMERLY: 8.601

NOTES:

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**SARASOTA 3.90** 

Revised: 12/07/04, 01/18/05,

10/17/06, 12/11/07,



## October 1, 2024 Board Meeting

Agenda Item 30.

#### <u>Title</u>

APPROVAL OF NEW POLICY 4.24 - ARTIFICIAL INTELLIGENCE

#### **Description**

This policy has been created to provide guidance and direction to staff and students for acceptable, responsible, and prohibited uses of artificial intelligence within the District. The policy also provides guidance for District purchased programs using artificial intelligence to meet certain state standards to qualify for funding grants.

#### **Gap Analysis**

This policy was has been created to address the emerging capabilities of artificial intelligence.

#### **Previous Outcomes**

This is a new policy.

#### **Expected Outcomes**

When approved, District procedures will be revised to allow for proper implementation of the policy.

#### **Strategic Plan Goal**

Pillar 4 - Every School Equipped Priority 4 - Align Technology is Support of Learning

#### **Recommendation**

That revised Policy 4.24-Artificial Intelligence be approved as presented.

#### **Contact Information**

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## **Financial Impact**

N/A

#### **ATTACHMENTS:**

Description Upload Date Type
Policy 4.24 9/24/2024 Cover Memo

## **CHAPTER 4.00 – CURRICULUM AND INSTRUCTION**

# **Artificial Intelligence Acceptable Use**

4.24+

The Sarasota County School Board supports the use of technology to improve teaching and learning, and to support innovations throughout the educational system. This includes the use of Alternative Intelligence (AI) platforms. The Sarasota County School Board has created this policy to emphasize the role of AI as a tool to support learning, while ensuring the platforms aren't used as a replacement for student or employee work.

Since AI systems could lead to bias in how patterns are detected and unfairness in how decisions are automated, it is essential for the District to develop this policy in how AI is used in education. This policy outlines the acceptable use of AI tools and applications within the Sarasota County School District to ensure their safe, ethical, and responsible use.

- A. Teachers and staff need to be aware and understand:
  - 1. All is not a substitute for human creativity, judgement, and creation.
  - 2. Supervisors must be notified when AI is being used to complete a task.
  - 3. Al use requires authorization to protect against violation of District Policy
  - 4. Any use of AI platforms shall include a review of the generated result for accuracy, appropriateness, or potential bias (depending on the nature of the work)
  - 5. Employees shall not integrate Al tools with other District software.
  - 6. Employees shall not allow AI to learn passwords, confidential, proprietary or sensitive district data.
  - 7. Employees shall not share or upload personally identifiable employee or student records, names, addresses, etc.,
  - 8. Employees shall not use AI tools to record meetings, classroom instruction/activities, or training sessions, unless approved by their school principal or District Level Administrator and other parties

- involved are aware they are being recorded.
- 9. Employees shall not upload recordings of meetings, classroom instruction/activities, or training sessions to AI platforms, unless approved by their school principal or District Level Administrator.
- 10. Employees shall not use AI for employment decisions about applicants or employees.
- 11. Employees shall not use AI tools specifically prohibited or (if applicable) not on approved lists.

# B. Students Responsible Use -

- 1. All is not a substitute for human creativity, judgement, and creation. Students may not use All when their teacher or school has expressly forbidden its use.
- 2. Students shall not use Artificial Intelligence (AI) platforms to avoid doing their own work. AI platforms should only be used as a supplement when authorized by a teacher. Should AI be used, the student must acknowledge and cite the use of AI, attributing text, images, multimedia, etc. to the AI source and criteria used to show how AI contributed to result of the assignment. A violation of this rule is considered a violation of District Policy 5.55 Academic Honesty.
- 3. Al programs can have implicit bias, and present incorrect information. Students using Al acknowledge that it is not always factually accurate, nor seen as a credible source, and should be able to provide evidence to support its claims.
- 4. Students who choose to use an Al platform for purposes authorized within this policy need to be aware that they are sharing data with a third-party platform.
- 5. AP, IB and Dual Enrollment college and university classes may have additional restrictions and limitations regarding the use of AI.
- 6. Student access to certain websites using AI may be granted, however privacy guidelines and age restrictions must be considered prior to allowing the usage.

- 7. Any use of Al should be in compliance with Policy 3.43 Internet Safety.
- B. Any misuse of AI tools and applications, such as hacking or altering data, is strictly prohibited.
- C. In selecting an Al platform for use, the platform must:
  - 1. Use large language models based on GPT-4, its equivalent, or a successor, and is on a closed system;
  - 2. Provide professional learning to teachers;
  - 3. Provide one-on-one tutoring aligned to the Benchmarks for Excellent Student Thinking (B.E.S.T) Standards for reading and math;
  - 4. Provide standards-aligned lesson plans and provides insights on student progress; and
  - 5. Provide District and school-level reporting and parental access to Al interactions
- D. Staff or students using AI software with a personal device and/or personal credentials should be aware that the platforms they are uploading information to is collecting various forms of data and their privacy may not be protected.
- E. This policy shall be reviewed annually to ensure the District remains aligned with emerging and changing AI capabilities, Federal or State Law, Florida Department of Education Rule, and industry best practices.

HISTORY:	ADOPTED: REVISION DATE(S):
STATE BOARD OF EDUCATION RULE(S):	6A-1.0957, 6A-1.0955
LAW(S) IMPLEMENTED:	1001.02, 1003.02, F.S
STATUTORY AUTHORITY:	1001.41, 1001.42, F.S



# October 1, 2024 Board Meeting

Agenda Item 31.

#### <u>Title</u>

APPROVAL OF REVISED POLICY 7.102-DEBT MANAGEMENT

#### Description

This policy has been revised with a change to percentage in lease payments as a percentage of capital outlay millage dollars for measure of long-term debt.

# **Gap Analysis**

This policy was impacted by recent legislative changes.

# **Previous Outcomes**

This policy was last approved in 2018.

# **Expected Outcomes**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal**

Pillar 4 - Every School Equipped

Priority 1 - Maintain Sustainable Financial Practices

# Recommendation

That revised Policy 7.102-Debt Management be approved as presented.

# **Contact Information**

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# **Financial Impact**

N/A

# **ATTACHMENTS:**

Description Upload Date Type
POLICY 7.102-DEBT MANAGEMENT 9/17/2024 Cover Memo

# **DEBT MANAGEMENT**

7.102

- I. The purpose of this Policy is to establish guidance for incurring and managing the debt of the School District. Such debt includes short-term and long-term obligations incurred by the School Board and any associated financing entities, such as traditional financing vehicles like tax-anticipation, revenue-anticipation or bond-anticipation notes; capital and operating leases; general obligation bonds; sales tax bonds; and certificates of participation. The Policy also contemplates new/unique financing concepts such as qualified zone academy bonds (QZABs) and other financial management tools that may evolve in the future. This Policy and attached procedures are designed to:
  - A. set forth a liability management structure to facilitate the sound and efficient management of District debt, addressing both practical aspects of liability management and philosophical aspects;
  - B. provide guidelines to control the overall debt management process so that all liabilities are managed in accordance with stated objectives;
  - C. encourage and require communication between staff, the Board, and the District's legal and financial advisors; and,
  - D. develop formalized criteria for evaluating and establishing the basis for comparing actual performance results achieved by debt management.
- II. Implementation The Chief Financial Officer on behalf of the Superintendent shall be responsible for the implementation of the procedures referenced in the Debt Management Policy.
- III. Permissible Debt The Board recognizes that debt is an integral part of the District's ongoing financial management program; and both short-term and long-term debt help the District accomplish its core goals. The Board also recognizes that annual operating and capital revenues are cyclical, which often necessitate the use of short-term financings, while the useful life of new and renovated facilities is often thirty to forty years. As a result, prudent financial management will employ short-term and long-term financing tools to facilitate matching assets and liabilities.

### A. Short-Term Debt

1. In accordance with applicable laws such as Sections 1011.12(2), 1011.13 and 1011.14, Florida Statutes, the District may issue obligations with a maturity of not more

than one year (Notes) to fund anticipated short-term cash flow needs due to the timing of the receipts of the annual current year ad valorem tax collections from the county tax collector and other revenues. The principal of the Notes and the interest thereon will be payable from, and secured by, a pledge of such ad valorem taxes and other revenues, as may be appropriate.

Except for any issuance of taxable obligations, the District will comply with the requirements of the Internal Revenue Service Code (Code), prior to and subsequent to the issuance of the Notes, for spending the proceeds in a manner consistent with the exceptions for interest on the Notes not being included in gross income for federal income tax purposes.

# B. Long-Term Debt

- 1. In accordance with applicable laws such as Florida Statutes Chapters 1010, 1011, and 1013 Part IV, the District will not issue long-term debt obligations or use long-term debt proceeds to finance current operations (except when using excess proceeds to make debt service/lease payments as provided for in the financing documents). For purposes of this Policy, long-term debt includes bonds, leases, certificates of participation, and other similar obligations.
- 2 The District may utilize long-term debt for the acquisition, construction or renovation of facilities or, consistent with Florida law, for the acquisition of equipment that cannot be funded from current revenue sources or in such cases where it is more equitable to finance the facility or equipment over its useful life. The District may also issue long-term debt to refund all or a portion of its outstanding debt subject to limitations detailed in this Policy.
- 3. When debt is used to finance capital improvements, the financing term will be for a period not to exceed the useful life of the facilities or equipment, but never greater than 25 years.

## IV. Measures of Debt Levels and Debt Issuance Limits

A. Short Term Debt - The District will not exceed the maximum allowable issuance size, if any, as determined by regulations governing the federal taxability of the interest earned by holders of such debt.

# B. Long Term Debt

1. General Obligation Bonds - Pursuant to State Board of Education rule 6A-1.037(2), the measure shall be the outstanding debt-to-taxable property ratio, such that a bond issue, together with other school bonds outstanding against the District shall not exceed ten percent (10%) of the nonexempt assessed valuation of the District.

# 2 Certificates of Participation

- a The measure shall be lease payments as a percentage of capital outlay millage dollars and shall not exceed 50% (or 0.75 mills) of the authorized capital outlay millage, unless approved by a supermajority of the School Board.
- b. Additionally, the District will comply with all applicable Florida statutory requirements and State Board of Education rules and take into account other factors suggested or required by the credit rating agencies and bond insurers when preparing its capital budget and each specific plan of finance.

# V. Selecting Debt Sale Methods

- A. Short-term Debt Short-term debt shall be issued through a competitive bid process, except in instances where a private placement or a negotiated sale is more cost effective because of unique market conditions or other extraordinary factors.
- B. Long-term Debt The Board, with the advice of the District's Financial Advisor, will determine whether the sale of long-term debt shall be sold via competitive sale or negotiated sale after considering such factors as the size, complexity of the offering, market conditions, and timing of the transaction. Except where sold by negotiated sale through underwriters pursuant to Section 218.385, Florida Statutes, bonds must be sold to the highest and best bidder at a public sale except as otherwise allowed by Section 1010.47(2), Florida Statutes.
- VI. Financing Structure The financing structure, consisting of matters such as principal amortization, call provisions, coupons/yields, and credit enhancements will be developed for each financing after considering relevant market conditions and then-current practices. Each structure will be developed to provide the lowest long-term effective financing cost while

- providing the greatest flexibility to extract additional value as market conditions change over time (such as refunding debt).
- VII. Amortization Structure Principal should be structured to provide level debt-service payments for the life of the transaction. "Wrapped debt service" and "bullet maturities" may be appropriate for certain financings but should only be employed for short term payment relief or when determined by the Financial Advisor to provide a long term benefit to the District's capital program.
- VIII. Issuing Variable Rate Debt The District may issue variable rate obligations in amounts, and in proportion to its fixed-rate debt, that the District, with the advice and counsel of the District's Financial Advisor, determines to be appropriate to achieve the District's goals.
- IX. Credit Ratings Because the credit review process incorporates both quantitative analysis (fund balance, debt levels, and wealth levels) and qualitative factors (management experience, political climate, and policies/procedures), the District recognizes that credit ratings provide an indication of both the short-term and long-term financial health of the District and that higher credit ratings also result in reduced borrowing costs and decreased cost of bond insurance. Accordingly, the District will exercise prudence and diligence in preparing its budget and managing its finances to maintain its current ratings and obtain ratings upgrades that reflect the District's commitment to excellence.
- X. Credit Enhancements Credit enhancements (such as insurance and letters of credit) will be used only in those instances where the anticipated present value savings in terms of reduced interest expense exceeds the cost of the credit enhancement or when such credit enhancement is an integral part of the overall financing structure.
- XI. Investing Debt Proceeds Because safety of capital is regarded as the highest priority in handling of investment of debt proceeds, and all other investment objectives are secondary to the safety of capital, District staff will follow investment strategies that are consistent with the written Investment Policy 7.35 and Section 218.415, Florida Statutes and provide the maximum return while complying with the requirements of the Code.
  - A. The District, with the guidance of the District's Investment or Financial Advisor will attempt to structure investments that allow the District to meet exceptions to the rebate requirements in section 148(f) of the Code.
  - B. Debt proceeds are only to be invested in permitted investments, as defined in financing agreements, escrow agreements, resolutions, law, and the School Board's Investment Policy 7.35. Neither the

District nor any person under its control or direction will make any investment of bond proceeds in any manner that would cause the bonds to be deemed private activity bonds or arbitrage bonds by the IRS under Sections 141 or 148 of the Code. The District will comply with all federal tax arbitrage regulations.

XII. Debt Refundings - The District will monitor outstanding debt in relation to existing conditions in the debt market and may refund any outstanding debt when sufficient cost savings can be realized. Outstanding debt may be refunded as long as the net present value savings is equal to or greater than 3% of the refunded obligation's paramount unless otherwise recommended by the District's Financial Advisor.

# XIII. Compliance and Reporting

- A. Disclosure Policy The District will provide full and fair disclosure in connection with the initial sale and distribution of its publicly-marketed debt instruments and provide ongoing secondary market information, in compliance with the requirements of applicable federal and state securities laws and regulations, including Securities and Exchange Commission Rule 15c 2-12.
- B. Budgeted Debt Service Payments Annually the Superintendent will include in the proposed budget presented to the Board for its consideration and approval the appropriations necessary to make the required debt service and lease payments during the fiscal year.
- C. Compliance with Financing Covenants and the Law The District shall comply with all covenants and requirements of financing resolutions, and applicable state and federal laws authorizing and governing the issuance and administration of debt obligations.
- D. Bond Yield Arbitrage Monitoring The District shall contract for arbitrage calculation services to monitor the earnings on its debt proceeds for each debt series and determine whether a rebate is necessary.
- E. Database In addition to the annual report, the Chief Financial Officer will maintain a database of existing debt obligations. The database will include at least the following information related the District's debt:
  - Debt service schedule including principal, interest, and coupon
  - Issue date
  - Interest rate mode (variable/fixed)
  - Call provisions

- Credit enhancement
- Purpose (new money/refunding)

• Senior managing underwriter

STATUTORY AUTHORITY: 1001.42(10); 1001.43(2), F.S.

LAWS IMPLEMENTED: 218.385; 218.415; 1001.41(1); 1001.42(10)(e), (f);

1010.47(2); 1011.12-1011.16, F.S.

STATE BOARD OF EDUCATION RULES: 6A-1.037(2)

HISTORY: ADOPTED: 6/17/08

**REVISION DATE(S): 11/6/18** 

**FORMERLY: NEW** 

**NOTES:** 



# October 1, 2024 Board Meeting

Agenda Item 32.

Title

APPROVAL OF REVISED SCHOOL BOARD POLICY 7.71-SELECTION POLICY FOR PROFESSIONAL CONSTRUCTION RELATED SERVICES

## Description

This policy has been revised to remove project threshold cap numbers to add reference the threshold amounts provided in Statutes and update advertisement process in accordance with current practice.

# **Gap Analysis**

This policy was impacted by recent legislative changes.

# **Previous Outcomes**

This policy was last approved in 2021.

## **Expected Outcomes**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal**

Pillar 4 - Every School Equipped

Priority 2 - Create High Quality Infrastructure

# Recommendation

That revised School Board Policy 7.71 - Selection Policy for Professional Construction Related Services be approved as presented.

#### **Contact Information**

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# **Financial Impact**

N/A

# **ATTACHMENTS:**

Description Upload Date Type

**Policy 7.71** 9/24/2024 Cover Memo

# SELECTION POLICY FOR PROFESSIONAL CONSTRUCTION RELATED SERVICES

7.71

#### I. Introduction

- A. Purpose The Professional Services Selection Committee (Committee) is designated by The School Board of Sarasota County, Florida (Board) to select companies to provide professional construction related services. These services include, but are not limited to architectural, engineering, landscape architecture, land surveying, testing laboratories, construction management and design/build services for single specific projects or continuing contracts.
- B. Solicitation of Applicants The Board encourages interested parties to apply for providing professional construction related services for Sarasota County School Board projects. Prior to January 1<sup>st</sup> each year, the Board shall solicit applicants to provide professional construction related services as per Section I.A. The Committee shall review the applicants' credentials and submit a list of acceptable applicants to the Superintendent of Schools (Superintendent) or his/her Designee for Board approval as certified to provide professional construction related services. Applicant companies may be added or deleted from this list at any time subject to Board approval.

#### II. Committee

- A. Membership The membership of the Committee shall consist of the following:
  - Seat 1 Director Construction Services (or Administrative Designee)

# Seat 2 Director - Facilities Services (or Assistant Director)

- Seat 3 Building Code Administrator Construction Services (or Administrative Designee)
- Seat 4 Project Manager Construction Services (or Facilities Services)
- Seat 5 Chief of Elementary Education (or administrative Designee) or Chief of Middle School Education (or Administrative Designee)- or- Executive Director of High School Education (or Administrative Designee) or Director of Purchasing (or Administrative Designee)

- B. Orientation The Chairperson shall advise new Committee members to review the items on the Awareness Sheet (substantially as in Appendix A).
- C. Terms -All members shall have perpetual membership.
- D. Officers The Director of Construction Services shall convene the meetings and serve as Chairperson (Chairperson), or in case of his absence, his administrative designee shall serve as Chairperson.
- E. Administrative Procedures The Committee may adopt additional administrative policies and procedures. *Robert's Rules of Order* shall be the parliamentary authority for all matters of procedure not specifically covered by these policies.
- F. Quorum -A quorum constitutes five (5) Committee members.
- G. Meetings Committee meetings shall be open to the public and are subject to the Florida government in the sunshine law. Notice of all Committee meetings shall be posted in the Construction Services Department office.
- H. A School Board employee shall be designated by the Chairperson to serve as Committee secretary and shall not be a voting Committee member.
- I. Scoring and Voting All eligible Committee members shall score and vote. The Committee shall score all sections on the Project Score Sheet (substantially as in Appendix B or Appendix C, whichever is applicable). The Committee shall score in full point increments only. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results.

#### III. Definitions

- A. A "Major Single project" is a single project involving either the construction of a single project, where the basic construction cost of the project is estimated to exceed the threshold amount provided in Florida Statute 287.055, or for a planning or study activity where the fee for professional services for the planning or study activity study activity is estimated to exceed the threshold amount provided in Florida Statute 287.055. A "Major Single project" does not include any individual project ("sub-project") that is assigned under any continuing contract which has been entered into pursuant to the selection procedures herein applicable to continuing contracts, either for professional services or for design/build.
- B. A "Design/Build Single project" is a single construction project with a design build firm for the design and construction of a single construction project.
- C. A "Professional Services Continuing Contract" is a contract, or more than one contract, for professional services entered into between one or more professional services firms and the Board whereby the professional services firms each agree to be contractually available, on a non-exclusive basis, to provide professional service to the Board for

projects in which the estimated construction cost of each individual project under the contract does not exceed the monetary threshold established in Florida Statutes for individual projects, or for study activity if the fee for professional services for each individual study does not exceed the monetary threshold established in Florida Statutes for study activity. The contracts will be for a fixed period of time and will specify the manner in which each individual sub-project will be assigned and how an individual contract, or purchase order, will be entered as to each individual sub-project after it is assigned.

D. A "Design/Build Continuing Contract" is a contract, or more than one contract, for design/build services entered into between one or more design/build firms and the Board whereby the design/build firms each agree to be contractually available, on a non-exclusive basis, to provide design/build services to the Board for projects in which the estimated construction cost of each individual project under the contract does not exceed the monetary threshold established in Florida Statutes for individual projects, or for study activity if the fee for services for each individual study does not exceed the monetary threshold established in Florida Statutes for study activity. The contract will be for a fixed period of time and will specify the manner in which each individual sub-project will be assigned and how an individual contract will be entered as to each individual sub-project after it is assigned.

# IV. Selection Procedures

- A. **Selection Criteria** The Committee shall advertise, short-list, and as deemed necessary, conduct interviews on Major Single projects, Design/Build Single projects and for all instances in which Professional Services Continuing Contracts or Design/Build Continuing Contracts will be issued.
- B. Advertisement Each Major Single project, each Design/Build Single project and each instance in which continuing contracts, either Professional Services or Design/Build, shall be issued, shall be identified by name in an advertisement, with an indication of either the probable cost or professional fee range, and the general scope of services. Advertisements shall be publicly noticed in accordance with Florida Statutes and a copy of such advertisements shall be sent to each company which has been Board certified. Copies of such advertisement may be sent to companies which are not currently Board certified but may have particular interests in the project being advertised.
- C. Application or Statement of Qualifications Except as may otherwise be specified in the legal advertisement, for Major Single projects and for instances in which Professional Services Contracts will be issued, the Committee shall use the Sarasota County School Board Policy 7.71a to serve as a portion of the application package to be completed by each applicant company. The Chairperson may modify Exhibits for each

selection process as needed to solicit the information most appropriate for the evaluation of applications. Additional information and/or documentation as per the legal advertisement shall complete the application package. Requested data shall comply with Florida Statute. Because consultants can be a major factor in the selection process, an awarded company cannot change any consultant listed in the application package without first receiving the Committee's approval.

For Design/Build Single projects, and for instances in which Design/Build Continuing Contracts will be issued, all firms desired to be considered by the Committee shall submit a Statement of Qualifications in accordance with the advertisement for said project.

D. Cone of Silence - To foster fair and open competition throughout the selection process, all firms shall communicate solely through the Director of the Construction Services Department or the designee. Such communication restrictions start when the project is advertised and terminates seventy-two (72) hours after notification of the rankings are posted. All communications regarding the solicitation will be via email. Violation(s) of the above-mentioned paragraph may be cause for immediate disqualification of the responsible company or individual, subject to a right to appeal or administrative hearing.

# E. Short-listing -

1. For all Major Single Projects, Professional Services Continuing Contracts, and Design/Build Continuing Service Contracts, applications received after the deadline cited in the public notice/advertisement will not be considered. Columns A-E are utilized by the Committee to construct a short-list. Companies will be ranked based on a total number of points gained from columns A-E. Prior to Short-listing, Columns A and B on the Major & Continuing Contract Project Score Sheet (substantially as in Appendix B) shall be completed administratively. The Committee shall convene to review the applications and score applications on the Major & Continuing Contract Project Score Sheet (substantially as in Appendix B). Information provided by companies to the Committee shall be translated into a scoring system as indicated herein. Committee members shall individually score Columns C, D and E for each applying company. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of columns A, B, C, D, and E shall be each company's official score for the purpose of short-listing the applicants. The following categories shall be used by the Committee to develop a short-list:

<u>Column</u>	<u>Category</u>	<u>Score</u>
Α	Minority Company	0 or 1
В	Location	1 - 5
С	Team Qualifications	1 - 15
D	List of Projects	1 - 10
E	Related Experience	1 - 20

**Column A** - The applicant receives a "1" (one) point entry if the company is a certified Minority Business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. Any other applicant receives a "O" (zero) point entry.

**Column B** - Points obtained from the Location Rating Table in Appendix G.

**Column C** - Points obtained by evaluating information contained in the Team Qualifications section of the PQS.

**Column D** - Points obtained by evaluating information contained in the List of Projects section and/or from submitted references with similar projects, as cited on the PQS.

**Column E** - Points obtained by evaluating information contained in the Related Experience section of the PQS.

Those companies short-listed shall be deemed as acceptable to provide the professional construction related services required for the specific project, i.e., should the Committee deem appropriate or the scope and/or estimated cost of the project require interviews, or a contract not be successfully negotiated, any of those companies short-listed would be acceptable to provide the professional construction related services required for the specific project. For projects or continuing contracts with estimated construction costs under the threshold amount established by Florida Statutes for design or consulting fees under the threshold amount established by Florida Statutes, the Committee shall vote to interview. If the Committee elects to interview, the Committee shall vote to determine the number of highest ranked companies to interview. If the Committee elects not to interview, the three (3) highest ranked companies shall be submitted to the Superintendent or his/her Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval. For projects or continuing contracts with estimated construction costs in excess of the threshold amount established by Florida Statutes or when design or consulting fees are in excess of the threshold amount established by Florida Statutes, the Committee must interview and shall vote to determine the number of highest ranked companies to interview.

2. For Design/Build Single Projects, Statements of Qualifications received after the deadline cited in the public notice/advertisement will not be considered. Statements of Qualifications will be evaluated by the Design Criteria Architect and reviewed by the Professional Services Selection Committee. Columns A-F are utilized by the Committee to construct a short-list. Entities will be ranked based on a total number of points gained from Columns A-F. Prior to Short-listing, Columns A and Bon the Design/Build Score Sheet (substantially as in Appendix C) shall be completed administratively. The Committee shall convene to review the submitted documents and score submissions on the Design/Build Score Sheet (substantially as in Appendix C). Information provided by companies to the Committee shall be translated into a scoring system as indicated herein. Committee members shall individually score Columns C, D, E, and F for each applying entity. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of Columns A, B, C, D, E and F shall be each entity's official score for the purpose of ranking the applicants. The Professional Services Selection Committee will short-list a minimum of three (3) entities for further consideration. The following categories shall be used by the Committee to develop a short-list:

<u>Column</u>	<u>Category</u>	Score Range
Α	Minority Company	0 - 1
В	Location	1 - 5
С	Layout	1 -10
D	Organization & Staff	1 - 20
E	Construction Ability	1 - 20
F	Related Experience	1 - 20

**Column A** - The applicant receives a "1" (one) point entry if the company is a certified Minority Business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985. Any other applicant receives a "O" (zero) point entry.

**Column B** - Points obtained from the Location Rating Table in Appendix G.

**Column C** - Points obtained by evaluating the information contained in Layout section of the Statement of Qualifications.

**Column D** - Points obtained from evaluating information contained in the Organization Chart and Staff Resumes section of the Statement of Qualifications.

**Column E** - Points obtained from evaluating information contained in the Construction Ability section of the Statement of Qualifications.

**Column F** - Points obtained from evaluating information contained in the Related Experience section of the Statement of Qualifications.

- F. Interview Criteria The Chairperson shall advise, as may be applicable, the companies selected for interviews that the Committee will consider their understanding of the project, their philosophical approach to the resolution of the project's challenges and other pertinent considerations regarding the project.
- **G. Pre-interview Orientation Session** The Chairperson shall arrange a mandatory pre-interview orientation session for all companies short-listed. All companies shall be indoctrinated about the project at the same time by the same person(s).
- H. Price/Schedule Proposals for Design/Build Single Projects Short- listed entities will submit Price proposals. Price proposals will include proposed design, outline specifications, required alternative prices, unit prices and professional service fees. Information will also be required regarding the design/build entity's design/construction schedule.
- Interview Format for Major Single Projects and Continuing Contracts The order of interviews shall be determined by random selection. The interview shall consist of a presentation period followed by a question and answer period. The length of the presentation period and the question and answer period shall be determined by the Chairperson. It shall be the Chairperson's responsibility to require attendance by only those representative(s), of/for the companies under consideration, who are qualified to participate in a technical presentation at the interview level (i.e., design team, lead architect/engineer, project manager).

- J. Interviews/Presentations for Design/Build Single Projects Price and Schedule proposals will be evaluated and reviewed by the Professional Services Selection Committee. Design/Build entities will be required to make presentations to the Committee. The Chairperson shall determine the format of the presentations. The order of presentations shall be determined by random selection. It shall be the Chairperson's responsibility to require attendance by only those representative(s) for the entities under consideration who are qualified to participate in a technical presentation at the interview level.
- K. Interview Scoring for Major Single Projects and all Instances in Which Continuing Contracts are to be issued - Column(s) F-J of the Major Single Project & Continuing Contract Project Score Sheet are utilized by the Committee during the interview process. All companies begin equally for the interview process. Points from Columns A-E do not carry over to interview scoring and all scores are reduced to zero (0).

<u>Column</u>	<u>Category</u>	Score Range
F	Timelines and Cost Control	1 - 20
G	Ability to Perform/Team Strength	1 - 20
Н	Interview Rating	1 - 10
[	Problems and Solutions	1 - 20
J	Innovation/Creativity	1 -10

**Column F** - Points obtained from evaluating the Timelines and Cost Control portion of the interview/presentation. Timelines is defined as timeliness' in the execution of the work to meet the project schedule. Cost control is defined as estimating, project construction cost control and value engineering.

**Column G** - Points obtained from evaluating the Ability to Perform/ Team Strength portion of the interview/presentation. Identify your proposed site staffing noting the strengths of each team member and their area of responsibility.

**Column H** - Points obtained from evaluating the overall interview and the entire presentation.

**Column I** - Points obtained from evaluating the Problems & Solutions portion of the interview/presentation. Discuss how your firm would approach the overall project, coordinate activities with the owner, design professional and departments such as education, transportation, technology and food service.

**Column J** - Points obtained from evaluating innovation and creativity portion of the interview/presentation. Present innovative and creative

solutions to issues unique to the project such as new types of materials, methods, scheduling, working on an occupied campus, project access and other thoughtful solutions to project challenges.

A Committee member must be in attendance for the entire interview of all companies to be eligible to score and/or vote. Following Committee discussion, Committee members shall individually score columns F, G, H, I and J for each company interviewed. All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The average scores of columns F, G, H, I and J shall be each company's official score for the purpose of ranking the applicants.

L. Selection for Design/Build Single Projects - Factors to be considered to evaluate the Presentations of Design/Build entities will be the proposed price and schedule (including alternate prices, unit prices and professional service fees and the proposed design). A Committee member must be in attendance for the entire presentation of all entities to be eligible to score and/or vote. Following Committee discussion, Committee members shall individually score Columns G and H for each entity interviewed.

<u>Column</u>	<u>Category</u>	Score Range
G	Design	1 – 20
н	Price/Schedule	1 – 30

**Column G** - Points obtained from evaluating the Design portion of the interview/presentation.

**Column H** - Points obtained from evaluating the Price/Schedule portion of the interview/presentation.

All score sheets shall be collected by the Committee secretary for tabulation and announcement of the results. The average score is the official score. The total average scores of Columns G and H shall be each company's official score for the purpose of ranking the applicants.

- M. Tie Score In the event of a tie score, the short list scores shall determine the number one ranked firm. If there is a tie in the short list scores, a coin flip conducted by the Director of Construction Services shall determine the number one ranked firm.
- N. Submission of Ranking For Major Single Projects, a minimum of the top three
  - (3) ranked companies shall be submitted to the Superintendent or his/her Designee on the Project Assignment Sheet (substantially as in Appendix **H)** for Board approval. For instances in which any

continuing contracts are to be issued, the top ranked companies, the number of which is determined by the respective advertisement, shall be submitted to the Superintendent or his/her Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval. For Design/Build Single Projects, the top three (3) ranked firms shall be submitted to the Superintendent or his/her Designee on the Project Assignment Sheet (substantially as in Appendix H) for Board approval.

O. Dispute Resolution - If the Superintendent disputes the submitted rankings, the Superintendent or his/her Designee shall schedule a meeting with the Committee to review the Committee's rationale and the Superintendent's or Designee's concerns. The Superintendent or Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings.

If a third party disputes the rankings, the Superintendent or Designee shall schedule a session between the Committee, the complainant(s) and the Superintendent or Designee to review the Committee's rationale and the complainant's concerns. The Superintendent or Designee shall then make a recommendation to the Board, accompanied by the Committee's rankings and a summary of the complainant's concerns.

# P. Contract Negotiation

- 1. For Major Single Projects, after Board approval of a Committee selection, the Chairperson, in the presence of at least one (1) additional Committee member, shall commence negotiations as set forth in Florida Statute. Standards of professional services required and terms of agreement shall be developed and utilized as the basis for negotiation. The Board's attorney shall review the agreement as to its legal form. The Chairperson shall submit the negotiated agreement to the Board for approval.
- 2. For Continuing Contracts, the Chairperson shall commence negotiations in the presence of a least one (1) additional Committee member with all of the Board approved companies. If negotiations are successful with all of the Board approved companies, the Chairperson shall submit continuing contracts with all of those companies to the Board for approval. If negotiations are unsuccessful with any of the companies, the Chairperson shall continue negotiations with additional companies in the order of their competence and qualifications per the score sheet until such time as agreements are reached with the minimum number of companies as specified in the advertisement. The Board's attorney shall review all agreements as to their legal form. The Chairperson shall submit the negotiated agreements to the Board for approval.

- 3. For all Design/Build Single Projects, the Chairperson and one (1) other member of the Professional Services Selection Committee will meet with the selected Design/Build Entity in order of ranking to negotiate a design/build agreement and compensation, which is determined to be fair, competitive, and reasonable. In making such determination, an analysis of the cost of the professional design/build services shall be conducted in conjunction with consideration of scope and complexity. If a satisfactory agreement with a Design/Build Entity considered to be the most qualified, at a price determined to be fair, competitive, and reasonable, is not achieved with that company, negotiations will be terminated and negotiations will be undertaken with the next ranked Design/Build Entity. Failing accord with the next Design/Build firm negotiations will be terminated and then negotiations with the next ranked Design/Build Entity will be undertaken, and so on. Should the School District be unable to negotiate a satisfactory contract with any of the ranked Design/Build Entities, the School District may select additional Design/Build Entities in the order of their competence and qualification and continue negotiations until an agreement is reached or the Board may discontinue all negotiations for the project. The Board's attorney shall review all agreements as to their legal from. The Chairperson shall submit the negotiated design/build agreement to the Board for approval.
- Q. Project Assignments for All Continuing Contracts Once an individual sub-project, which is within the scope of an existing continuing contract, is identified and approved for construction or for study activity, the individual sub-project will be submitted to the Director of Construction Services for assignment to one of firms with whom the Board has a continuing contract. The director will endeavor to balance the assigned workloads among the firms to the fairest extent possible. Assignments may be affected by firms past history on a campus, ongoing projects already in place on specific campuses or specialty work best suited to a specific firm.
- R. Board Approval of Contracts All contracts issued for Major Single Projects, Design/Build Single Projects, Design/Build Continuing Contracts, Professional Service Continuing Contracts, and subprojects, unless specifically exempted below, shall be submitted to the School Board for its approval. With respect to sub-projects, the School Board delegates to the Superintendent or his/her designee the right to enter contracts on behalf of the School Board in the following circumstances:
  - (1) Involving projects previously approved by the School Board in the Capital Improvement Budget that do not exceed the threshold amounts provided in Florida Statutes;

- (2) Renovation or new construction contracts not specifically listed in the Capital Improvement Budget that do not exceed the threshold amounts provided in Florida Statutes;
- (3) In the event of a bona fide emergency, any project that does not exceed the threshold amounts provided in Florida Statutes.

Any time the Superintendent or his/her designee enters into a contract pursuant to subparagraphs 1-3 above, the Superintendent or designee shall immediately notify the School Board.

- V. Review of Policies and Procedures
  - A. At least every five (5) years, the Board shall appoint an ad hoc committee to review these policies and procedures for the purpose of ensuring that the best qualified professional service firms are selected for all Board projects.
- VI. Effective Date These policies are effective upon adoption and supersede all previous policies.

STATUTORY AUTHORITY: 1001.41, FS

LAW(S) IMPLEMENTED: 255.0525, 255.20, 287.055,

287.057, 1001.43,1001.51, 1011.06, 1013.45, F.S.

1011.06, 1013.45, F

**STATE BOARD OF EDUCATION** 

6A-2.0010

RULE(S):

HISTORY: ADOPTED: 08/21/01

**REVISION DATE(S): 10/07/2003, 05/06/2008, 04/07/09,** 

09/07/10, 11/6/18, 10/19/21, 12/07/21, 07/2024

FORMERLY: 6.102



# October 1, 2024 Board Meeting

Agenda Item 33.

#### <u>Title</u>

APPROVAL OF REVISED POLICY 7.771-CAPITAL ASSETS

#### Description

This policy has been revised to align with changes from the Government Accounting Standards Board to GASB 87 (leases) and GASB 96 (SBITAs).

# **Gap Analysis**

This policy was impacted by recent legislative changes.

# **Previous Outcomes**

This policy was last approved in 2020.

# **Expected Outcomes**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal**

Pillar 4 - Every School Equipped Priority 1 - Maintain Sustainable Financial Practices

# Recommendation

That revised Policy 7.771-Capital Assets be approved as presented.

# **Contact Information**

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# **Financial Impact**

N/A

# **ATTACHMENTS:**

DescriptionUpload DateTypePolicy 7.7719/24/2024Cover Memo

CAPITAL ASSETS 7.771

# I. PURPOSE

To provide for the safeguarding of capital assets and to provide School Board of Sarasota County (SBSC) personnel with accounting guidance applicable to the several categories of capital and intangible assets.

The policy of the SBSC is to capitalize assets when a piece of property meets all of the following requirements:

- 1. The asset is tangible, intangible or real or personal property.
- 2. The asset is used in the operation of the school system's activities.
- 3. The asset has a useful life of greater than one year.
- 4. The asset has a value equal to or greater than the capitalization threshold for their respective asset class set by the SBSC in accordance with state and federal guidelines and the Governmental Accounting Standards Board (GASB).

# II. CAPITAL ASSET DEPRECIATION/AMORTIZATION

Capital and intangible assets shall be depreciated/amortized over their estimated useful lives unless they are:

- Inexhaustible (i.e. land and land improvements)
- Construction in progress

SCSB uses the straight-line method of depreciation over the following estimated useful lives:

Asset Category	<u>Useful Life</u>
Improvements Other than Buildings	5 – 40 years
Buildings and Fixed Equipment	10 – 50 years
Building Improvements	10 – 20 years
Furniture, Fixtures, and Equipment	3 – 15 years
Vehicles	5 – 10 years
Enterprise Software	5 – 10 years
Intangible Assets - Software	5 years
Intangible Assets - Other	As determined
	by contracts
Equipment/Building Under Leases	As determined
	by lease

Capital assets may be acquired through donations, purchase or may be self-constructed. The asset value for donations will be the fair market value at the time of the donation. The value of the purchased asset will be the initial cost plus the value received for any asset traded in, plus all costs related to placing the asset into service (i.e. installation, delivery), or estimated historical cost. The cost of self-constructed assets will include all costs associated with construction.

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Sarasota

Intangible assets are defined as assets that are identifiable and posses all of the following criteria:

- 1. Lack of physical substance;
- 2. Nonfinancial nature (not in monetary form like cash or investment securities); and
- 3. Initial useful life extending beyond a single reporting period.

Examples of intangible assets include easements, land use rights, patents, trademarks, and copyrights. In addition, intangible assets include computer software that is purchased, licensed or internally generated (including websites) as well as outlays associated with an internally generated modification of computer software.

Intangible assets can be purchased or licensed, acquired through nonexchange transactions or internally generated.

An intangible asset should be considered to have an indefinite useful life if there are no legal, contractual, regulatory, technological, or other factors that limit the useful life of the asset (i.e. permanent right-of-way easement). Intangible assets with indefinite useful lives should not be amortized.

Intangible assets with limited useful lives (i.e. by legal or contractual provisions) should be amortized over their estimate useful lives. Amortization of computer software should begin when the program is placed into service. Renewal periods related to such provisions may be considered in determining the useful life of the intangible asset if SCSB is reasonably certain to exercise the renewal option and any anticipated outlays to be incurred as part of achieving the renewal are nominal (in relation to the level of service capacity obtained through the renewal).

Under GASB No. 96, the District recognizes a right-to-use subscription intangible asset, Subscription-Based Information Technology Arrangements (SBITAs) effective July 1, 2022.

THRESHOLD CAPITALIZATION TABLE Effective July 1, 2020

Land	All
Land Improvements (non-depreciable)	\$50,000
Improvements Other Than Buildings	\$50,000
Buildings	\$50,000
Building Improvements	\$1,000,000
Furniture, Fixtures and Equipment	\$5,000
Enterprise Software Systems	\$50,000
Vehicles	\$5,000
Intangible Software	\$50,000
Intangible – Other	\$50,000
Intangible - SBITAs	\$100,000

# III. ASSET CATEGORIES

#### A. LAND

- Land shall be capitalized at its purchase price or at fair market value if donated.
- The capitalized cost shall include the following: Commissions, Professional fees (title insurance, title searches, legal, engineering, architect, appraisal, surveying, environmental assessments, etc.), recording fees, demolition of existing buildings and improvements and removal, relocation or reconstructing the property of others (railroad, telephone and power lines, etc.).
- Land is not depreciable.

# B. LAND IMPROVEMENTS (NON-DEPRECIABLE)

Land improvements consist of betterments, site preparation and site improvements that ready land for its intended use. Land improvements are characterized as having an unlimited life and are therefore **not depreciated**.

Includes: right-of-way, excavation, fill grading, and site work, etc.

- C. IMPROVEMENTS OTHER THAN BUILDINGS (DEPRECIABLE)
  Improvements other than buildings are used for permanent (i.e., non-moveable) improvements, other than buildings, that add value to land, but do NOT have an indefinite useful life, and therefore are depreciated.
  - Includes: recreation & athletic fields, outdoor bleachers, fences, gates, retaining walls, parking lots, driveways, tracks, plazas, pavilions, landscaping, roads, bridges, drainage systems, water & sewer systems, irrigation, outdoor lighting systems (i.e. parking lot lights, ball field lights, traffic lights), fiber optic & telephone distribution systems (between buildings), fire hydrants, radio/TV transmitting tower, street signage, etc.
  - Useful lives vary depending on the asset.
  - Capitalize if it meets the dollar threshold.

# D. BUILDINGS

Buildings are defined as permanent structures to house persons, animals, plants, materials, or equipment and are not intended to be transportable or moveable. The structure must be attached to a foundation and roofed.

Examples of specific cost of buildings, whether constructed or purchased, include:

- 1. Original contract price or cost of construction.
- 2. Expenses incurred in reconditioning or altering a building to make it available for the purpose for which it was acquired.

- 3. Temporary access roads, fencing, road repair allowance, etc.
- 4. Expenses incurred for the preparation of plans, specifications, and blueprints.
- 5. Cost of building permits.
- 6. Architects' and engineers' fees for design and supervision.
- 7. Temporary buildings used during the construction period.
- 8. Fixed Equipment consisting of equipment, components, machinery, and other furnishings that are attached to a building. Fixed equipment generally cannot be removed without detaching the item from the building itself. Fixed equipment acquired after the original construction of a building will be capitalized and depreciated under the capitalization standards for Furniture, Fixtures and Equipment. Such equipment might include bleachers (inside & bolted), gym equipment, cafeteria equipment, etc.
- 9. Demolition of old buildings.

In following the Governmental Finance Officers Association guidelines in their "Accounting for Capital Assets" publication, components with a significantly shorter useful life (e.g., roof, HVAC, telecommunication systems, etc.) shall be deemed to be an integral part of the larger asset (i.e. building) and shall be depreciated over the useful life of the building. Therefore, the subsequent replacement of the roof, HVAC, etc. shall be treated as a repair (i.e., an expense of the period), unless meeting requirements of a capitalized building improvement (see below).

# E. BUILDING IMPROVEMENTS

Building Improvements consist of significant costs incurred to extend the useful life or increase the functionality of a building in a period subsequent to the initial acquisition or construction. Improvements shall be capitalized if they first meet the appropriate threshold and then, meet one of the following criteria:

- The improvement adds square footage to the existing building.
- The improvement is a major renovation that prepares an existing building for a new use.
- The improvement expenditure increased the life or value of the building by 25 percent of the original life or cost.

Building improvements will be recorded at their construction cost. Building improvements will be capitalized separately and depreciated over their useful lives if they meet the above requirements.

Definitions and Categories of Building Improvements:

# A. Remodeling/Improvement:

From Red Book: Takes place within existing floor area.
From FL Statutes: Changing of existing facilities by rearrangement of spaces and their uses.

# B. Renovations:

From Red Book: Expenditures for major permanent structural alterations and the initial installation of HVAC systems, electrical systems, plumbing systems, fire protection systems, and other service systems in existing buildings.

From FL Statutes: Rejuvenating or upgrading of existing facilities by installation or replacement of materials and equipment and includes but is not limited to, interior or exterior reconditioning of facilities and spaces, HVAC equipment, fire alarm systems, emergency lighting, electrical systems, and complete roofing or roof replacement of membrane or structure.

If improvements, remodeling, or renovations prepare the building for a new use or extend the life or value of the building by 25 percent of the original life or cost, these costs shall be capitalized as Building Improvements if they meet the capitalization threshold.

# C. Repairs & Maintenance

From Red Book: Maintenance of plant.

From FL Statutes: Upkeep of educational and ancillary plants, including, but not limited to, roof or roofing replacement short of complete replacement of membrane or structure; repainting of interior or exterior surfaces; resurfacing of floors; repair or replacement of glass; repair of hardware, furniture, equipment, electrical fixtures, and plumbing fixtures; and repair or resurfacing of parking lots, road, and walkways.

**Maintenance and repair expenses shall <u>NOT</u> be capitalized.** Repairs keep the property in ordinary efficient operating condition. The cost of the repair does not add to the value or prolong the life of the asset.

# F. FURNITURE, FIXTURES AND EQUIPMENT

This class includes any fixed or movable tangible assets to be used for District operations, the benefits of which extend beyond one year from date of acquisition.

Library Books will not be capitalized.

All donated equipment will be recorded at the fair market value at the date of the gift. Generally, the fair market value of such an item is the price at which the item or a comparable item would be sold at retail, taking into consideration the age and condition of the property on the date of the gift.

# G. ENTERPRISE SOFTWARE SYSTEMS

Enterprise software systems that are used to support district-wide administration or state mandated reporting requirements shall be capitalized and depreciated over its useful life if the cost of the software meets the capitalization threshold. Other software should be reviewed to determine if it meets qualification for an intangible asset. See intangible assets section for capitalization and definitions. Costs associated with

software maintenance, licensing and customer support will NOT be capitalized. The value of software may be included in the capitalized value of a computer if it is pre-loaded at the time of purchase and the value of the software is not separately identified on the invoice.

# H. VEHICLES

This includes all types of motor vehicles. When an equipment item is acquired for a permanent installation in/on a vehicle and that item will not be removed, transferred, or in any way separated from the vehicle during its depreciable life, the cost of the item will be recorded as part of the vehicle. Equipment items that are installed in/on a vehicle that may be removed transferred, or separated from the vehicle during the depreciable life of the vehicle shall not be recorded as part of the vehicle, but rather as a separate piece of equipment subject to their own capitalization threshold.

# I. EQUIPMENT UNDER LEASES

Lease is an installment payment agreement to acquire capital assets.

As of July 1, 2021 the District adopted the provisions of GASB 87, Leases, which amended the existing accounting standards for lease reporting. The new guidance requires lessees in a leasing arrangement recognize a right to use asset and a lease liability for most leases (other than leases that meet the definition of a short-term lease) at lease commencement.

The District has made the following determinations in amortizing obligations under leases:

Modulars: Due to modulars being temporary in nature, the District has determined them to be immaterial to the financial statements as a whole and will not be amortized.

Copiers: The District has copiers within schools and departments, only copiers with high volume production will be amortized. All other copiers are immaterial to the financial statements as a whole.

Computer equipment: Only equipment leased for computer refresh and deployment district-wide will be amortized.

# J. INTANGIBLE ASSETS

Intangible assets should be capitalized, except intangible assets acquired or created primarily for the purpose of directly obtaining income or profit, which should be classified as investments (i.e. copyright material sold to a third party to generate income).

Assets from lease transactions reported by lessees, except licensing agreements to lease commercially available software and goodwill created through the combination of a government and another entity should not be considered intangible assets.

Computer software is a common type of intangible asset that is often internally generated. Intangible assets are considered internally generated if they are created or produced by SCSB or an entity contracted by SCSB, or if they are acquired from a third party but require more than minimal incremental effort on the part of the government to begin to achieve their expected level of service capacity.

# **Internally Generated Intangible Assets:**

Capitalization of internally generated capital assets can occur only after all of the following conditions have been met:

- 1. Determination of the specific objective of the project and the nature of the service capacity that is expected to be provided by the intangible asset upon the completion of the project;
- 2. Demonstration of the technical or technological feasibility for completing the project so that the intangible asset will provide its expected service capacity; and
- 3. Demonstration of the current intention, ability, and presence of effort to complete or, in the case of a multiyear project, continue development of the intangible asset.

Only outlays incurred subsequent to meeting the above criteria should be capitalized. Outlays incurred prior to meeting those criteria should be expensed as incurred.

# **Specific Application to Computer Software:**

The activities involved in developing and installing internally generated computer software can be grouped into the following stages:

- 1. Preliminary Project Stage: Activities in this stage include the conceptual formulation and evaluation of alternatives, the determination of the existence of needed technology, and the final selection of alternatives for the development of the software.
- 2. Application Development Stage: Activities in this stage include the design of the chosen path, including software configuration and software interfaces, coding, installation to hardware, testing, including the parallel processing phase, and date conversion needed to make the software operational.
- 3. Post-Implementation/Operation Stage: Activities in this stage include application training, data conversion that is beyond what is strictly necessary to make the software operational, and software maintenance.

All outlays associated with activities in the preliminary project stage should be expensed as incurred.

All outlays related to activities in the application development stage should be capitalized, provided the following conditions are met: 1) the outlays were incurred subsequent to the completion of the preliminary project stage

and 2) management authorizes and commits to funding (either implicitly or explicitly), at least through the current period. (Note: When these two conditions are satisfied, the above criteria for internally generated intangible assets are considered to be met). For commercially available software that will be modified to the point that it is considered internally generated, those two conditions generally are met at the time the commitment to purchase or license the computer software. Capitalization of such outlays should cease once the software is substantially complete and operational.

All outlays associated with activities in the post-implementation/operation stage should be expensed as incurred.

The activities within the three stages of development may occur in a different sequence. The recognition guidance for outlays associated with internally generated computer software should be applied based on the nature of the activity, not the timing of its occurrence. For example, outlays associated with application training activities that occur during the application development stage should be expensed as incurred. If the software consists of many modules, the guidance for reporting outlays based on the stages of software development should be applied for each individual module of the system rather than the system as a whole.

An improvement to existing computer software must do at least one of the following to qualify for capitalization:

- 1. Increase the software's functionality;
- 2. Increase the software's efficiency; or
- Extend the software's estimated useful life.

If the modification does not result in any of the above outcomes, the modifications should be considered maintenance, and the associated outlays should be expensed as incurred.

# K. INTANGIBLE ASSETS-SBITAs

As of July 1, 2022, the District adopted the provisions of GASB 96, SBITAs, which amended the existing accounting standards for lease reporting. Under this Statement, a government generally should recognize a right-to-use subscription asset, an intangible asset, and a corresponding subscription liability. The primary objective of this statement is to enhance the relevance and consistency of information about governments' subscription activities. This statement establishes a single model for subscription accounting based on the principle that subscriptions are financings of the right to use an underlying asset.

The District has made the following determination in amortizing SBITAs:

Subscriptions longer than with a term 12 months or longer and are over the threshold are reviewed to determine classification as a SBITA.

Subscriptions 12 month or less and have no defined renewal period options, do not qualify as a SBITA. Termination options are not usually included in the agreement.

Both parties must mutually agree to extend the subscription. If both parties are able to give notice of non-renewal, then the agreement is considered a year-to-year cancellable agreement which does not qualify as a SBITA under GASB 96.

Maintenance/support subscriptions are excluded.

The incremental borrowing rate is used to calculate the amortization of SBITA.

# L. CONSTRUCTION IN PROGRESS

This includes all projects for capital assets that are not completed at the end of the fiscal year. Projects are considered complete and moved to the appropriate capital asset category when the District has received a transfer of title for land acquisition, or the latter of a final Certificate of Occupancy issued from the local governmental entity or the date the asset is placed into service.

# IV. ASSET IMPAIRMENT

As part of the inventory process, a determination will be made by the Cost Center Head as to whether any assets should be considered impaired.

# A. Definition of Impairment

Asset impairment is a significant, unexpected decline in the service utility of a capital asset. The events or changes in circumstances that lead to impairments are not considered normal or ordinary. That is, at the time the capital asset was acquired, the event or change in circumstances would not have been expected to occur during the useful life of the capital asset. Service utility, in turn is defined as the usable capacity that a capital asset was expected to provide at its acquisition.

- Evidence of physical damage: Examples would include a building damaged in a natural disaster (i.e. hurricane or fire), or a building facing the costs associated with mold remediation or asbestos removal.
- Technological change or obsolescence: Examples would include equipment that is rarely used because a newer model provides better service or results.
- Changes in manner or duration of use: Examples would include an office building now used as a warehouse.

 Permanent construction stoppage: Examples would include the halting of building construction due to a lack of funding or a stoppage following the discovery of an endangered species at the construction site.

Should an asset be deemed to be impaired, all reasonable attempts shall be made to salvage all or part of any item of property. Any remaining asset impairment shall be included in the recommendation for disposition and handled in the manner described in the Asset Disposition section of this policy.

# V. ASSET DISPOSITION

When capital assets are sold or otherwise disposed of, the cost of the asset shall be removed from the records with the associated accumulated depreciation. Pursuant to Sarasota County School Board Rule 7.77, recommendations for the disposition of obsolete and surplus equipment beyond economical repair including any property that has been lost or stolen shall be presented to the School Board for approval. Once approved, the assets will be removed from the Fixed Assets system with the appropriate depreciation taken in the year of disposal.

STATUTORY AUTHORITY: 1001.41, 1001.42, 1001.43, F.S.

LAWS IMPLEMENTED: Chapter 274, 1001.42, 1001.43(2), 1011.011, 1011.012, 1013.01, F.S.

STATE BOARD OF EDUCATION RULE: 6A-1.001

HISTORY: ADOPTED: 07/21/09

**REVISION DATE(S): 04/30/10, 06/7/16,10/06/20,** 

05/2024

**FORMERLY: NEW** 



# October 1, 2024 Board Meeting

Agenda Item 34.

#### <u>Title</u>

APPROVAL OF REVISED POLICY 9.75-COMMUNITY SERVICE

#### Description

This policy has been revised to align with State Statute that paid work hours can be used as community service requirements for scholarship programs created by the Florida Legislature.

# **Gap Analysis**

This policy was impacted by recent legislative changes.

# **Previous Outcomes**

This policy was last approved in 2020.

# **Expected Outcomes**

When approved, District procedures will be revised to allow for proper implementation of the policy.

# **Strategic Plan Goal**

Pillar 5 - Every Community Engaged Priority 2 - Strengthen Student and Family Engagement

# Recommendation

That revised Policy 9.75-Community Service be approved as presented.

# **Contact Information**

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# **Financial Impact**

N/A

# **ATTACHMENTS:**

Description Upload Date Type
Policy 9.75 9/24/2024 Cover Memo

# CHAPTER 9.00: SCHOOL-COMMUNITY RELATIONS AND INTERLOCAL AGREEMENTS

# **COMMUNITY SERVICE**

9.75+

- I. The Superintendent shall develop a program of community involvement to enable students to meet the community service requirement for scholarship programs created by the Florida Legislature.
- II. A community service activity shall be a service or benefit provided by the student to meet an identified need in the community. The activity should also provide a learning opportunity for the student.
- III. An activity must be
  - A. Fulfilled in a safe environment;
  - B. Conducted outside the time allotted for the instructional program on a school day; and
  - C. Approved in advance by the school principal or designee.
- IV. Community Service
  - A. The student shall not receive academic credit for the volunteer/community service work performed. The hours of volunteer/ community service or paid work must be documented in writing, and the document must be signed by the student, the student's parent or guardian, and a representative of the organization for which the student performed the work.
  - B. For inclusion on the high school transcript, volunteer/community service hours must be submitted to the school's registrar on or before the student's graduation.

**STATUTORY AUTHORITY:** 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1009.534, 1009.536, F.S.

HISTORY: ADOPTED:

**REVISION DATE(S): 11/06/18** 

**FORMERLY: NEW** 

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**REVISED: 02/01/10, 11/06/18**